

**MISSION STATEMENT**

The Lot Guidelines, as served by the Compliance Officer, are to ensure the best and most appropriate use of each lot, to protect the Community and its members against improper uses, and to enhance the value of investments. To that end, the Compliance Officer will enforce the governing documents of Shelter Bay Community, Inc. pertaining to residential lots and mediate conflicts between members regarding these issues.

The Manager and Compliance Officer act on complaints or requests for permits by Community Members. Forms may be downloaded from the website: www.shelterbay.net or obtained from the office.

**GUIDELINES AND PROCEDURES
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LOT COMMITTEE GUIDELINES AND PROCEDURES

AUTHORITY

By-Laws, Article VI – Powers and Duties of Directors, Section 7:

“.....To appoint such committees as the Board of Directors deems appropriate.....for the purpose of carrying out and administering the Covenants.....

Protective Covenants, Article I – Enforcement:

“The power to enforce the restrictions, covenants,is to reside in Shelter Bay Community.....This Declaration is intended to replace any and all covenants and conditions to which said property has heretofore been subjected, and any and all covenants and conditions heretofore made affecting the said property are hereby declared null and void.”

Protective Covenants, Article II – General Purpose and Conditions:

“...to insure the best use and most appropriate development of each building site thereof, to protect the owners of building sites against such improper use of the surrounding building sites, as will depreciate the value of their property;and in general to provide for a high quality of improvements of said property, and thereby enhance the value of investments made by owners of lots or leaseholds therein.”

Protective Covenants, Article III – Definitions, Section 1:

“Said Property” shall mean all the land and tidelands abutting thereto encompassed within the Plat or Survey of Shelter Bay, Divisions 1-5, Skagit County, Washington.

DEFINITIONS

A. **Members.** When referred to in these Guidelines, members of Shelter Bay have differing roles dependent upon the type of activity taking place on a lot. When referenced in these Guidelines, those roles are defined as follows:

1. **Applicant or Requestor.** The member requesting/applying for a permit or to have action taken.
2. **Impacted Member.** A member who will be required to take action on their lot based upon the requested action.
3. **Adjoining Member.** A member whose lot abuts the lot of the requestor/applicant.
4. **Affected Member.** A member who could be directly affected by the requested action.
5. **Notify.** When referred to in these Guidelines, the term notify is defined as any means of communication between the Manager and Compliance Officer and a member, including, but not limited to, written correspondence via the U.S. mail, electronic communication, telephone call, person to person contact, and door hangers.

I. GOVERNANCE

- A. It is the responsibility of the Manager and Compliance Officer to be familiar with this document and to uphold the Protective Covenants.
- B. The Manager and Compliance Officer are authorized to review complaints and act on requests for lot rules enforcement and lot maintenance.. The Compliance Officer will process the Lot Request for Permit and adjudicate each request according to the procedures stated within these Guidelines, the Rules and Regulations, Shelter Bay By-Laws and Declaration of Protective Covenants. As necessary, the Manager or Compliance Officer shall request a policy decision of the Board, by making a motion to that effect.
- C. The Manager and Compliance Officer are authorized to act on compliance issues in accordance with Rules and Regulations, Part I – General.
- D. The Board of Directors is the final arbiter of all Compliance Officer actions.
- E. The Lot Guidelines are strictly for community actions and requests on lots.

II. PROCESS

A. Lot Permit Review.

1. The Compliance Officer, and when appropriate, the Manager, will review all Concern and Complaints, and Permits submitted under the Lot Compliance Guidelines and conduct all site visits as needed.



The Compliance Officer will respond directly to the requestor within seven (7) business days.

B. Site Visits.

1. The Compliance Officer will determine the order in which sites are visited.
2. While making the site visit, the Compliance Officer will introduce themselves to the member and ask if they would like to accompany them. If no one is home, as a general rule, the Compliance Officer will leave a door hanger and complete the site review. Another visit will be scheduled if the Compliance Officer has additional questions about the lot request.
3. After completing the site visit, the Compliance Officer will record the action on the Lot Committee Request for Permit.

C. Fines for Violations. The Compliance Officer will make recommendations to the Rules Committee regarding fines for violations of the Protective Covenants and/or Rules and Regulations according to the Board approved Fine Schedule as provided in Rules and Regulations, Part I - General. The Manager and Compliance Officer have the authority to issue a citation with a fine as needed to ensure member compliance.

III. ROLES AND RESPONSIBILITIES

A. The Compliance Officer is hired by the Community Manager and has the following responsibilities:

1. Review all requests submitted and determine appropriate action.
2. Summarize comments on each Lot Request for Permit and sign.
3. Communicate the decision to the applicant (member) and any affected members. A copy of the completed permit will be provided to the applicant (member).
4. Notify the Manager of any request that affects Community operations.
5. Assign site monitors as needed.
6. Prepare a written report for the monthly Board of Directors meeting.

B. Shelter Bay Community Manager has the following responsibilities:

1. Hire and supervise a Compliance Officer to insure the education and compliance function is carried out.
2. Provide additional support to the Compliance Officer as appropriate.

C. Education and Compliance Function:

The Manager or Compliance Officer will work to 1) educate members as to their responsibilities; 2) work with members to ensure compliance, and 3) levy fines for violations of the Protective Covenants and/or Rules and Regulations.

D. Applicant or Requesting Member Responsibilities:

1. Complete the Lot Request for Permit thoroughly including obtaining the signatures of any impacted, adjoining and affected members to indicate they have been notified. The Compliance Officer will determine if there are additional affected members and ask the Requestor to make such notifications and obtain signatures.
2. Be available to the Compliance Officer to answer questions.
3. Allow the Compliance Officer access to the lot or dwelling in order to obtain the information they deem necessary to make an informed decision.
4. Have the signed/approved permit in possession before proceeding with the work. No work is to be scheduled until the Compliance Officer has approved the request in writing.

E. Compliance Officer Communication Process with Applicant/Requestor:

1. The Compliance Officer will review the Lot Request for Permit. If the Permit is complete, it will be placed in order of submission for review and decision.
2. The Compliance Officer will file a copy of the Lot Permit in the Member/Applicant's Lot File.



3. After the Compliance Officer has reviewed the Lot Request for Permit and reached a decision, the decision will be noted on the Permit and the applicant and any impacted, adjoining or affected members, as determined by the Compliance Officer, will be notified.
4. During review of a Lot Request for Permit, if the parties cannot agree on the action requested, the Compliance Officer will suggest mediation to the affected parties, pursuant to the adopted procedures, Rules and Regulations, Part II, Chapter 20.
5. In the case where a member disagrees with the Compliance Officer's decision, the member may request a Formal Committee Decision Review and subsequently appeal that decision following the Board adopted appeal process, Rules and Regulations, Part II, Chapter 20.
6. If a matter is not resolved to the satisfaction of the Compliance Officer, the violation may be referred to the Rules Committee with a fine recommendation.

IV. FORMS AND TRACKING SYSTEMS

A. Lot Request for Permit

1. For those issues governed by the Compliance Officer, any Community Member requesting work to be performed on a lot must do so on a Lot Request for Permit.
2. The reverse side of the Lot Request for Permit details the information required to be on or included with the Request. If pertinent information is missing, the Lot Request for Permit will be returned to the member/applicant with a note to complete the form before the Compliance Officer can take any action.
3. An approved Lot Request for Permit is valid for one year from the date of issuance, or the date of any other final action on the permit request if there are delays due to appeals. Permits run with the lot and are transferrable to a subsequent owner if the decision is not executed prior to transfer. The one-year permit expiration date will apply due to inaction by the Requestor and if there are no other parties required to take action as a result of the decision.
4. An approved Lot Request for Permit, which requires action by owners of lots other than the Requestor, will also include a timeline for execution of the action. If the decision is appealed, that action could affect the timeline for completion and require that a new timeline be established by the Rules Committee or the Board of Directors. The action required by the permit decision is transferrable to subsequent owners of both the requesting lot and other lots required to take action in order to comply with the decision.
5. Completed permit requests will be reviewed on a first come basis and will be responded to within seven (7) business days.
6. The Compliance Officer's communication relaying their decision to affected lot owners will include notice that if the approved work is not completed prior to the sale of the lot, the Compliance Officer's decision must be disclosed to any potential buyers.
7. The Compliance Officer will track all decisions until the action is completed.
8. The Shelter Bay Office will insure the requirements of any approved Lot Permit are provided to new lot owners.

B. Incident-Concern-Complaint Form

1. Any Member wishing to notify the Compliance Officer of an Incident, Concern, or Complaint, must do so on an Incident-Concern-Complaint form.
2. The Compliance Officer will review the matter and communicate with the affected member(s).
3. If a matter is not resolved to the satisfaction of the Compliance Officer, the violation may be referred to the Rules Committee with a fine recommendation.



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Lot Compliance Guidelines

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UNKEMPT LOTS AND MAINTENANCE

AUTHORITY

Articles of Incorporation, Article II, Purposes:

1. To care for any lots and plots in said property, to kill, destroy and/or remove from any said lots and plots, grass, weeds, rodents, predatory animals and any unsightly or obnoxious thing; and to take any action with reference to such lots and plots as may be necessary or desirable in the option of the board of directors of said corporation, to keep the property clean and in good order; to make and collect charges therefor.

Declaration of Protective Covenants, Article V, Shelter Bay Community, Inc.:

2. **Unkempt Lots.** The committee responsible shall have the right at all times, but shall not be under obligation, to enter upon all lots, tracts, or parcels of said property to care for, cut the grass upon and remove or destroy weeds and rubbish or to correct in a reasonable manner conditions deemed hazardous by said committee from any such lot, tract or parcel, if the owner of the lot or leasehold thereof shall not have corrected any such condition after receipt of reasonable notice, for the purpose of maintaining an attractive overall appearance for said property; and to charge the owner or owners of the lot or of the leasehold of said lot, tract, or parcel the actual cost plus ten percent for services rendered in alleviating any such unsightly condition which charge shall constitute a lien against the property enforceable as provided in the case of dues, assessments, and maintenance as provided in the lease and/or conveyance of said lot, tract or parcel from the Declarant. (5/90)

Declaration of Protective Covenants, Article IV, Covenants and Restrictions:

15. **Refuse.** No lot, tract, or parcel within the survey of Shelter Bay shall be used as a dumping ground for rubbish, refuse, garbage, grass cuttings or other debris. (5/97)

Rules and Regulations – Part I – General**I. Member Responsibilities and Denial of Privileges**

- 1.1b Shelter Bay members are responsible for maintenance of their lots: mowing, clearing of overgrown brush and dead trees, drainage and ditching. Any lot that the committee responsible deems neglected and in need of mowing will be mowed by the community and the member will be billed the customary charge.

II. General Activities

- 2.1 Littering is prohibited.

GUIDELINES

The Manager and Compliance Officer respect the Community's desire to ensure that lots within Shelter Bay are maintained to reflect the residential nature of the community.

Lot Maintenance Requirements. All members are required to maintain their lots in a manner that retains and enhances the value of their lots and lots in their neighborhood. The Compliance Officer will review lots that are not maintained in a manner consistent with these guidelines, conduct a site visit as necessary to determine if remedial action is required, and approve any work actions and related expenses.

1. **Undeveloped Lots:** Lots may remain natural except for trees which become a danger, growth which encroaches upon or detracts from the value and/or enjoyment of neighboring properties, or becomes a fire hazard. If the lot is able to be mowed, prior to April 1st the owner of the lot should make arrangements for mowing maintenance to a height no greater than 8" throughout the growing season.
2. **Developed Lots:** Lots shall be maintained and shrubbery prudently managed. If the Compliance Officer determines that a lot has become overgrown, unsightly, dangerous, or hinders a neighbor's



enjoyment of their property, the member will be directed to take action to bring the lot back into compliance.

3. Maintenance: Structures and fences should be maintained in good repair and appearance.
4. Refuse: The dumping of refuse or hazardous substances is not allowed.

PROCEDURE FOR IMPLEMENTATION

1. Undeveloped Lots. The Compliance Officer oversees lots and maintenance, makes initial site visits, and notifies members whose lots are not in compliance requesting corrective action by a specified date. This includes drainage problems and regular maintenance including consistent mowing to a height no greater than 8". If the matter is not completed to the satisfaction of the Compliance Officer, corrective action can be taken and the member billed or the member may be referred to the Rules Committee with a fine recommendation.
2. Developed Lots. Upon a non-conforming lot coming to the Compliance Officer's, and when appropriate, the Manager's attention or receipt of a completed Incident-Concern-Complaint from a member, the member will be notified of the violation and asked to come into compliance. If a hazard exists, and goes uncorrected, the Compliance Officer will take remedial action and bill the member for such expense. The Member may be referred to the Rules Committee with a fine recommendation. The Manager and Compliance Officer are authorized to act on compliance issues and may levy fines as needed in accordance with Rules and Regulations Part I.



NUISANCES, PETS AND LIVESTOCK

AUTHORITY

Declaration of Protective Covenants, Article IV, Covenants and Restrictions:

10. **Nuisances.** No noxious or offensive activity shall be carried on upon any of the said property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. The Compliance Officer shall determine what activity is noxious or offensive and such determination shall be conclusive.
14. **Livestock.** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any of said property, except that dogs, cats and other household pets may be kept, provided that they are not kept, bred or maintained for a commercial purpose, and provided they do not become a nuisance.

Rules and Regulations – Part I, General, Section II, General Activities:

- 2.3 Dogs off members' or tenants' premises must be leashed and under control at all times. Loose animals may be impounded. Pet owners are responsible for cleaning up feces left by their pet(s).

Rules and Regulations – Part I, General, Section II, General Activities V, Parks and Barbecue Areas:

- 5.6 Dogs shall not be allowed to run loose but shall be leashed or confined.
- 5.10c Dogs may be allowed off-leash on Martha's Beach so long as the owner maintains complete control and picks-up after them. If requested by a community member, the owner must put dogs back on leash.

OTHER REFERENCES:**Swinomish Tribal Code, Section 4-06.050 Public Disturbance Noises:**

No person shall knowingly cause or make unreasonable noise that disturbs another and refuse to or intentionally fail to cease the unreasonable noise between the hours of 10:00 p.m. and 7:00 a.m. [Code abbreviated for purposes of this Guideline.]

GUIDELINES

The Compliance Officer, and when appropriate, the Manager, will review complaints received about:

1. Suspected toxic material burned, used, or stored on property which could become a danger to the property or others.
2. After hours (10:00 p.m. to 7:00 a.m.) nuisances or continuous noise (construction activity, barking dogs, loud music, late night parties, playing outdoor games, etc.).
3. Commercial vehicles could be considered a nuisance or annoyance in that they are out of keeping in a residential setting; they could be considered detrimental to the residential ambiance and value of surrounding homes. The Compliance Officer will determine whether a nuisance exists based on the specific circumstances of the commercial vehicle.
4. Unusual decor, landscaping or usage of the property not in keeping with the style and manner of others in the neighborhood.
5. Exterior, Holiday, or Special Occasion Lighting: The Compliance Officer will review complaints regarding exterior lighting. Exterior lighting for the holiday season will be allowed from Thanksgiving Day through the end of the first week in January. Special requests for exterior lighting on a temporary basis to mark a special occasion may be made to the Compliance Officer.
6. Non-adherence to pet restrictions (pets off-leash or wandering loose, not picking up after pets, etc.).
7. The feeding of wildlife which creates a nuisance or damages neighboring property.
8. Other complaints that constitute a nuisance or ongoing annoyance to surrounding neighbors as determined by the Compliance Officer.



PROCEDURE FOR IMPLEMENTATION

1. Upon becoming aware of a possible violation or the receipt of an Incident-Concern-Complaint, the Compliance Officer and when appropriate, the Manager, will assess the situation and notify the member of any resulting violation, setting a date for correction. A copy will be placed in the Lot File at the Shelter Bay Community office. If it is a non-compliance issue and the member does not comply by the specific date, the violation may be referred to the Rules Committee with a fine recommendation. The Manager and Compliance Officer are authorized to act on compliance issues and may levy fines as needed in accordance with Rules and Regulations Part I.



SIGNS

AUTHORITY

Articles of Incorporation, Article II, Purposes

12. To regulate and/or prohibit the erection, posting, pasting or displaying upon any of said property billboards and/or signs of all kinds and character, and to remove and/or destroy any such billboards or signs erected or maintained upon said property with the authority of said corporation as provided in such restrictions, conditions and covenants, as may affect said property or any portion thereof.

Declaration of Protective Covenants, Article IV, Covenants and Restrictions:

13. **Signs.** No sign of any kind shall be displayed to public view on any lot tract, parcel, or community property without written approval of the committee responsible. Lot owners may erect a sign not to exceed two (2) square feet in area to identify his residence. All other signs shall comply with the General Rules and Regulations, Part I.

Rules and Regulations – Part I – General**XI. SIGNS**

11.1 Except as provided for in this section, no sign of any kind may be displayed to public view on any tract, parcel, or community property without written approval of the community manager or committee responsible. Signs shall not contain any profanity or foul or offensive messages.

11.2 Signs shall not be attached to street sign posts, fencing or fence posts, utility poles nor on any other type of community signpost. Signs shall not be posted at the Shelter Bay entrance or anywhere from the front gate to Pioneer Parkway.

11.3 Permitted signs shall not exceed 2' x 2', attached to the structure or on a post not over 4' high, and be located in such a manner as to not obstruct the view of the roadway. Permitted signs include:

- Sign to identify a member's place of residence.
- Residential or vacant lot "For Sale" signs. No more than two per lot.
- Garage Sale and temporary event signs may remain in place for the duration of the event and shall be removed directly following the event. Directional signs may be placed at each successive street change off of Shelter Bay Drive and at the function location.
- Brokerage or private "For Sale" signs are permitted on vessels moored in the harbor.
- Political signs or associated paraphernalia may be displayed for candidates running for political office and/or ballot issues in any election in which all members of the community can be eligible to vote. Political signs or associated paraphernalia shall be limited to one per candidate and per issue, may be posted up to four weeks prior to the election, and must be removed within 48-hours after the election.

11.4 House identification signs: Each resident must display a house number sign, located so it is easily seen from the street by emergency vehicles. Numbers on the sign shall be 4' high, in a white reflective color with a blue background. The background material shall be approximately 1/8" thick and be of metal, plastic, or a combination of metal and plastic for exterior use.

11.5 Only signs approved by the community manager may be placed or posted at the front gate. Any sign posted which is not in compliance with this section will be removed.

GUIDELINES

Since the development of Shelter Bay Community, the Articles of Incorporation, the Protective Covenants and the General Rules and Regulations have been restrictive in order to maintain a Community ambience that is as free as possible from signage. The Lot Compliance Guidelines concerning signs and signage are provided in the Authority Section.

PROCEDURE FOR IMPLEMENTATION

1. The Compliance Officer, and when appropriate, the Manager, is responsible for reviewing and approving signage on lots.



2. Signs are allowed without a permit, as long as they comply with Rules and Regulations, Part I, Signs. If a sign is at variance with the Rules and Regulations, the member or the realty company will be notified of the violation, setting a date for compliance.
3. Garage Sale signs are administered by the Shelter Bay Manager in conjunction with Rules and Regulations, Part I, Signs.
4. If a sign is not in compliance by the specified date, the Compliance Officer reserves the right to remove the sign from the premises and notify the member or realty agent of the action and the location of the sign. The Manager and Compliance Officer are authorized to act on compliance issues and may levy fines as needed in accordance with Rules and Regulations Part I.



CLOTHES LINES

AUTHORITY

Declaration of Protective Covenants, Article IV, Covenants and Restrictions:

- 14. Laundry.** No outside clothes lines or drying racks are permitted.

GUIDELINES

The Compliance Officer will request removal of any clothesline visible from the road, waterways, or neighboring lots.

PROCEDURE FOR IMPLEMENTATION

1. The Compliance Officer, and when appropriate, the Manager, will monitor matters relating to clothes lines and drying racks.
2. Upon becoming aware of a possible violation or the receipt of a written complaint, the Compliance Officer will assess the situation and notify the member of any resulting violation, setting a date for correction. A copy will be placed in the Lot File at the Shelter Bay Community office. If it is a non-compliance issue, and the member does not comply by the specified date, the violation may be referred to the Rules Committee with a fine recommendation. The Manager and Compliance Officer are authorized to act on compliance issues and may levy fines as needed in accordance with Rules and Regulations Part I.



OUTDOOR ANTENNAS

AUTHORITY

Declaration of Protective Covenants, Article IV, Covenants and Restrictions:

32. **Satellite Dish Antenna.** Satellite dish antennas are subject to regulation. An installation permit is required from the committee responsible.

GUIDELINES

The purpose of these Guidelines is to maintain the appearance of the Community by minimizing the visual impact of antennas.

The primary consideration is to locate the antenna so that it is as inconspicuous as possible.

Antenna Installation Regulations. Members are responsible for complying with FCC regulations that apply to the antenna and its use. The member is advised that the Compliance Officer will be glad to discuss potential locations and answer any questions regarding installation.

A Lot permit is required for the installation of satellite dishes exceeding forty inches (40") in diameter and mast type antennas exceeding six feet (6') above the roof ridgeline.

PROCEDURE FOR IMPLEMENTATION

1. The Compliance Officer, and when appropriate, the Manager, will review the Lot Request for Permit for the installation and location of satellite dishes exceeding forty inches (40") in diameter and mast type antennas exceeding six feet (6') above the roof ridgeline. The Compliance Officer will notify the member of its decision and place a copy of the permit in member's file at the Shelter Bay Community office.
2. If a mast type antenna exceeding six feet (6') above the roof ridgeline is installed without an approved Lot permit, the member will be requested to complete the permitting process. Failure to do so may be deemed a violation and referred to the Rules Committee with a fine recommendation. The Manager and Compliance Officer are authorized to act on compliance issues and may levy fines as needed in accordance with Rules and Regulations Part I.



OFF-STREET PARKING AND INOPERABLE VEHICLES

AUTHORITY

Declaration of Protective Covenants, Article IV, Covenants and Restrictions:

18. Off-Street Parking. At least two off-street parking spaces for each single family residence shall be provided.

Such spaces shall be used only for vehicles which are operational and in regular use. Such spaces shall not become a storage area for unused vehicles and other items which may detract from the natural beauty of surrounding areas. Driveways serving a single family residence must be no less than 25 feet in length from street edge to structure.

Rules and Regulations – Part I, General, Section VIII, Use of Roads and Vehicles:

6.3 Vehicles at members lots are to be parked in a garage, on the driveway, or a graveled parking area and are not to be parked on the lawn.

GUIDELINES

The intent of this Covenant is to prevent long term parking of unused or commercial vehicles and the storage of miscellaneous items visible from the street (i.e. camper shells, boats, trailers, PODs, dumpsters, etc.).

Shelter Bay is designated as a single-family residential community. Members are to ensure that they have appropriate and adequate parking space for all vehicles associated with the lot.

An inoperable vehicle is defined as one where the physical condition of the vehicle indicates that it may not be operable, is unsightly, or in need of repair (i.e. broken windows, flat tires, major body damage, expired registration, etc.). Storing vehicles for repair is not allowed.

PROCEDURE FOR IMPLEMENTATION

1. The Compliance Officer, and when appropriate, the Manager, will monitor off-street parking.
2. Upon becoming aware of a possible violation or the receipt of an Incident-Concern-Complaint, the Compliance Officer will assess the situation and notify the member of any resulting violation, setting a date for correction. A copy will be placed in the Lot File at the Shelter Bay Office. If it is a non-compliance issue and the member does not comply by the specific date, the violation may be referred to the Rules Committee with a fine recommendation. The Manager and Compliance Officer are authorized to act on compliance issues and may levy fines as needed in accordance with Rules and Regulations Part I.



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Lot Compliance Guidelines

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RECREATIONAL VEHICLES AND TRAILERS

AUTHORITY

Declaration of Protective Covenants, Article IV, Covenants and Restrictions:

19. Recreation Vehicles and Trailers. No trailer, travel trailer, fifth wheeler, boat trailer, mobile home, motor home, boat, camper, or similar property shall be stored on any lot, tract, or parcel in the Survey of Shelter Bay, for longer than one seven (7) day period, or portion thereof, within any thirty (30) day period, without prior written approval of the committee responsible, unless stored in a garage or carport. Travel trailers, motor homes, mobile homes or campers may be used for limited vacations or holidays or during construction of a dwelling upon specific written approval of the committee responsible. During temporary use of the above, all covenants and restrictions herein shall be strictly observed, including but not limited to the sewerage system.

GUIDELINES

For purposes of this Guideline the term ‘vehicle’ shall be used to include motorhomes, travel trailers, utility trailers, boat trailers, tent trailers, watercraft, ATVs, golf carts, stock trailers, flatbeds, PODs, construction trailers, and other vehicles of a similar nature.

The RECREATIONAL VEHICLE PARKING POLICY RESTRICTIONS for all recreational vehicles and trailers is outlined in the Protective Covenants. In keeping with the Covenant, the Compliance Officer works to maintain the ambiance of the Community by enforcing that recreational vehicles and trailers parked on a lot are kept out of sight.

An approved permit is required only if the vehicle is to remain longer than seven days within a thirty-day period. Separate restrictions apply to vehicles on construction sites, please refer to the Shelter Bay Architectural Construction Guidelines.

On a vacant lot: For recreational and vacation purposes, the term shall not exceed three months in one year. When used as living quarters, all sanitary requirements must be satisfied. The member must apply for and receive an approved permit from the Compliance Officer, or designee.

On a lot with livable home: For clean-up, repair, trip preparation, guest housing, etc. When used for guest housing the term shall not exceed thirty days in one year and all sanitary requirements must be satisfied. The member must apply for and receive an approved permit from the Compliance Officer or designee.

Permits: A 7-Day Recreational Vehicle Permit is required if the vehicle will be parked for more than seven (7) days in any 30-day period. The 30-day period begins with the first day of parking. A Recreational Vehicle Permit is also required for accumulative vehicle parking exceeding 30 days during a calendar year. *(Res. 23-24, 12/20/23)*

Small vehicles which are determined to be adequately concealed by fencing/shrubbery may be stored on a lot without obtaining a permit.

PROCEDURE FOR IMPLEMENTATION

1. 7-Day Recreational Vehicle Parking Permits are available at the office and are granted by the Compliance Officer or designee. *(Res. 23-24, 12/20/23)*
2. Information on residents not in compliance with the recreational vehicle guidelines is obtained from resident reports and Compliance Officer monitoring.



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Lot Compliance Guidelines

3. Upon becoming aware of a possible violation or the receipt of an Incident-Concern-Complaint, Compliance Officer will assess the situation and notify the member of any resulting violation, setting a date for correction. A copy will be placed in the Lot File at the Shelter Bay Community office. If it is a non-compliance issue and the member does not comply by the specific date, the violation may be referred to the Rules Committee with a fine recommendation. The Manager and Compliance Officer are authorized to act on compliance issues and may levy fines as needed in accordance with Rules and Regulations Part I.



RENTING OR LEASING OF REAL PROPERTY AND HABITATION OF TEMPORARY STRUCTURES

AUTHORITY

Declaration of Protective Covenants, Article V, Shelter Bay Community:

3. **Renting/Leasing of Real property.** Owners and/or leaseholders have the right to rent or lease their real property in compliance with the Federal Fair Housing Act, 42 U.S.C § 3604 subject to the following restrictions:
 - a. Prior to occupancy, tenants shall provide the member (landlord) and Shelter Bay Community, Inc. with a signed "Tenant Information and Statement of Understanding."
 - b. Members are the party responsible for the proper conduct of tenants. Tenants shall be subject to all Protective Covenants and General Rules and Regulations of Shelter Bay Community Inc.
 - c. Membership and voting rights in Shelter Bay Community, Inc. continues to reside with the member.
 - d. Renting/leasing for terms of less than 30 days is not permitted.

Declaration of Protective Covenants, Article IV, Covenants and Restrictions:

20. **Habitation of Temporary Structures.** No structure of a temporary character, tent, shack, garage, or any other outbuilding shall be used on any lot at any time as a dwelling except under a temporary written permit, which may be granted, upon specific time limitations of such use, at the discretion of the committee responsible.

Rules and Regulations – Part I - General

I. MEMBER RESPONSIBILITIES AND DENIAL OF PRIVILEGES

Shelter Bay members are responsible to insure that family, tenants, agents and guests comply with the Protective Covenants and the Community General Rules and Regulations.

- 1.1 Member's responsibilities:
 - b. If a member rents their property, including a private dock, it is the member's, or their designee's responsibility to have a signed Tenant Information Form on file in the office.

GUIDELINES

The Lot Compliance Guidelines for the renting or leasing of property and the use of temporary structures is provided in the Authority Section.

PROCEDURE FOR IMPLEMENTATION

1. The Shelter Bay Community office will provide the administrative function for members wishing to rent their property and maintain records containing the "Tenant Information and Statement of Understanding".
2. Upon becoming aware of a possible violation or the receipt of an Incident-Concern-Complaint, the Compliance Officer, and when appropriate, the Manager, will assess the situation and notify the member of any resulting violation, setting a date for correction. A copy will be placed in the Lot File at the Shelter Bay office. If it is a non-compliance issue and the member does not comply by the specific date, the violation may be referred to the Rules Committee with a fine recommendation. The Manager and Compliance Officer are authorized to act on compliance issues and may levy fines as needed in accordance with Rules and Regulations Part I.



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Lot Compliance Guidelines

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Lot Compliance Guidelines

**LOT COMMITTEE
FORMS**

LOT REQUEST FOR PERMIT (1 page, 2 sides)

INCIDENT-CONCERN-COMPLAINT FORM (1 page, 2 sides)

7-DAY RECREATIONAL VEHICLE AND TRAILER PERMIT REQUEST FORM
(1 page, 2 sides)

GARAGE SALE PERMIT (1 page, 1 side)

This form is submitted to and approved by Shelter Bay Management. Refer to Rules and Regulations – Part I – General, Article 2.08.

TENANT INFORMATION AND STATEMENT OF UNDERSTANDING

(3 pages, 2 sides)

This form is administered by Shelter Bay Management.



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Lot Compliance Guidelines

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1000 Shoshone Drive • La Conner, WA 98257 • 360-466-3805

For Office Use Only

Applicant is a member
in good standing

Initials _____ Date _____

LOT REQUEST FOR PERMIT

Applications/Permit expire 1 year from date of issue

Member/Applicant Name:	Lot # & Street Name:	Telephone #:	Date:
Mailing Address:		E-mail Address:	
If this request impacts another lot, please provide information about the lot below:			
Member Name:	Lot # & Street Name:	Telephone # (if available)	
APPLICANT <u>MUST</u> COMPLETE <u>ALL</u> OF THE SECTION BELOW AND READ AND SIGN THE BACK OF THIS FORM			
Specific description of work (Refer to instructions on reverse side)			
			Attached: (<input type="checkbox"/>) Sketch (<input type="checkbox"/>) Photos
Affected member(s) must sign this application acknowledging notification of this Request. If an affected member has concerns, they must contact the Compliance Officer. Additional signatures may be required, as determined by the Compliance Officer.			

Affected member(s) must sign this application acknowledging notification of this Request. If an affected member has

concerns, they must contact the Compliance Officer. Additional signatures may be required, as determined by the

Compliance Officer.

Lot #	Affected Member Signature	Lot #	Affected Member Signature	Lot #	Affected Member Signature

-- PLEASE READ THE INSTRUCTIONS ON REVERSE SIDE AND SIGN THE APPLICATION--

Below for Committee Use Only					
Site Inspection by Compliance Officer				Date:	
Name	Signature	Name	Signature		
Compliance Officer Comments:					
Monitor Required? Yes No	Monitor Name	Tribal SSA Permit Required Y / N Date of Request to Manager: _____		SSA # _____ Fee: _____	
Approved	Disapproved	Chair Signature:		Approval Date:	Permit Expires:
Follow-up Visit. Was work completed as Approved? Y / N Compliance Officer/Manager Signature					

Lot Request for Permit Instructions

The Compliance Officer would like applicants to be aware of the following items as they fill-in the application:

1. If the application is complete, time allows, and weather permits, the Compliance Officer will act on the request within seven (7) business days following its submission. A site inspection may be made at that time. The applicant should be home on that day and make sure to provide a sketch or photos clearly detailing the work to be done. If the applicant is not home and no sketch or photos have been submitted, the request will be reviewed as submitted.

Member/Applicant Responsibilities:

1. Complete the form thoroughly, attaching any sketches and photos as appropriate, and obtaining the signatures of any affected members to indicate they have been notified.
2. Be available to answer questions for the Compliance Officer.
3. Allow the Compliance Officer access to the lot or dwelling in order that they may obtain the information deemed necessary to make an informed decision.
4. No work is to be scheduled or performed until after the Compliance Officer has approved the request. Have the goldenrod-colored copy of the signed/approved permit in your possession before scheduling or proceeding with the work.
5. Notify the Compliance Officer when permitted work has been completed.

Cooperation regarding the above items will allow the Compliance Officer to process the request in a timely manner. Incomplete applications will be returned to the applicant.

I have read the above and agree to abide by the instructions.

Member/Applicant's Signature: _____ Date: _____

The approved application will usually be available at the Office for pick-up three (3) business days following the decision. Some cases may take longer if further research or permits are required.

Please call the Compliance Officer with any concerns or questions – 360-466-3805.



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Initials Date

INCIDENT

CONCERN

COMPLAINT

Date Reported:

Name of Person(s) Reporting (please print):

Lot # Address: Phone #

DESCRIPTION OF INCIDENT/CONCERN/COMPLAINT (who, what, when, & where)

Signature(s):

Has there been an effort made by the parties involved to resolve this issue?

Yes No

Is this a problem for other residents? Yes No

Comments:

FOR OFFICE USE ONLY

Report Received By (Name):

Date Received:

Referred to:

Architectural Compliance Committee

Compliance Officer/Manager

Green Committee

Other Committee

Reviewed by Committee/Compliance Officer/Manager on:

If this report concerns actions on another lot (respondent), please provide:

Name: _____ Lot # _____ Telephone # _____

RESPONDENTS COMMENTS: _____

Comments given/taken by: _____ Date: _____

ACTION TAKEN

Signature: _____ Date: _____

FOLLOW-UP INFORMATION

Signature: _____ Date: _____

FINAL DISPOSITION:

Signature: _____ Date: _____



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For Office Use Only

Applicant is a member
in good standing

Initials _____ Date _____

7-DAY RECREATIONAL VEHICLE AND TRAILER PERMIT REQUEST FORM

Date _____

Approval of this permit authorizes _____ Lot # _____
(Member Name)

To park a _____ on Lot # _____

From: _____ To: _____

For What Reason: _____

The policy for Recreational Vehicles and Trailers parking on a lot is on the reverse side of this form. Occupied vehicles must be equipped with approved sanitation facilities and, unless connected to the Shelter Bay sewer system, shall not discharge sewage except to approved sewage discharge facilities. Member agrees to comply with all Shelter Bay Community, Inc. Protective Covenants and General Rules & Regulations.

Member Signature: _____ Phone: _____

(Please read and sign the instructions on the reverse side of this Form)

Approved by: _____ Date: _____

THIS PERMIT EXPIRES ON THE DATE BELOW

POST THIS PERMIT WHERE VISIBLE BY ROAD

RECREATIONAL VEHICLE PARKING POLICY

For purposes of this Guideline the term ‘vehicle’ shall be used to include motorhomes, travel trailers, utility trailers, boat trailers, tent trailers, watercraft, ATVs, golf carts, stock trailers, flatbeds, PODs, construction trailers, and other vehicles of a similar nature.

The RECREATIONAL VEHICLE PARKING POLICY RESTRICTIONS for all recreational vehicles and trailers is outlined in the Protective Covenants. In keeping with the Covenant, the Compliance Officer works to maintain the ambiance of the Community in that recreational vehicles and trailers parked on a lot are kept out of sight.

An approved permit is required only if the vehicle is to remain longer than seven days within a thirty-day period. Separate restrictions apply to vehicles on construction sites, please refer to the Shelter Bay Architectural Construction Guidelines.

On a vacant lot: For recreational and vacation purposes, the term shall not exceed three months in one year. When used as living quarters, all sanitary requirements must be satisfied. The member must apply for and receive an approved permit from the Compliance Officer, or designee.

On a lot with livable home: For clean-up, repair, trip preparation, guest housing, etc. When used for guest housing the term shall not exceed thirty days in one year and all sanitary requirements must be satisfied. The member must apply for and receive an approved permit from the Compliance Officer, or designee.

Permits: A 7-Day Recreational Vehicle Permit is required if the vehicle will be parked for more than seven (7) days in any 30-day period. The 30-day period begins with the first day of parking. A 7-Day Recreational Vehicle Permit is also required for accumulative vehicle parking exceeding 30 days during a calendar year.

Limitations: A member may request an extension of a 7-Day Recreational Vehicle Parking Permit in excess of the above-described limits, however, if a request for any extension is denied, the denial is conclusive (unappealable).

Small vehicles which are determined to be adequately concealed by fencing/shrubbery may be stored on a lot without obtaining a permit.

I have read and agree to abide by the above:

Member Signature _____ / _____
Lot Number



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For Office Use Only

Applicant is a member
in good standing

Initials _____ Date _____

GARAGE SALE PERMIT

Date _____

Name: _____ Lot # _____

Street Address: _____ Phone #: _____

Mailing Address: _____ Cell/Contact #: _____

Date(s) of Sale: _____ through _____

GARAGE SALE POLICY AND RESTRICTIONS

With an approved permit, members/renters may hold two garage sales each year. Such sales may be held on Saturdays and Sundays only. Signs publicizing a garage sale may be put in place the day prior to the event and shall:

1. Be no larger than 12" x 14" and firmly affixed to a stake or post not exceeding 3' in height.
2. Not be attached to any street sign posts, fencing or fence posts, utility poles, Shelter Bay sign posts, in the planter box at the intersection of Pioneer Parkway and Shelter Bay Drive, or on any other type of Community sign or post.
3. Not be permitted at the security gate or between the security gate and the entrance to Shelter Bay Pioneer Parkway.
4. Not be placed on any private lot without that member's permission.
5. Be allowed for directional purposes with not more than one sign placed at each successive street change off of Shelter Bay Drive during the times of the sale.
6. Be removed no later than 6:00 p.m. on the last day of the sale.
7. Be removed if found in violation of the above or any other Shelter Bay Rules and Regulations and/or the Protective Covenants. Violations are subject to Rules Committee sanction.

Please contact the Shelter Bay Webmaster and/or the Newsletter Editor for placing a classified ad for your sale within the Community.

I have read and agree to the above garage sale policies/procedures.

Applicant Signature

Date

**POST PERMIT WHERE VISIBLE DURING THE GARAGE SALE
THIS PERMIT EXPIRES THE LAST DAY OF THE GARAGE SALE AS SHOWN ABOVE**

Permit Approved:

Manager or Designee

Date

(This page intentionally left blank)



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TENANT INFORMATION AND STATEMENT OF UNDERSTANDING

Recognizing that Shelter Bay is a Private Community and as a condition of occupancy of Lot # _____ we, the undersigned, acknowledge by **marking each box below** that we understand our responsibilities as renter/lessee of Shelter Bay property.

1. We have read the Declaration of Protective Covenants and the General Rules and Regulations of Shelter Bay Community, Inc. that have been provided to us, and we understand that these rules apply to us, as tenants, as well as to the landlord/owner.

2. We, as tenants, agree to comply fully with the above Covenants, Rules and Regulations and any changes that may be instituted during our tenancy. Further, we understand our responsibility for insuring that minor children, temporary house guest(s), and any pets occupying the premises must also comply fully.

3. Failure to comply with the Covenants, and/or the Rules and Regulations of the Community, may subject the member/landlord to a fine recommendation.

4. We understand that the house shall be used as a single-family residence. The undersigned are the only adult persons that will occupy the premises. Should this situation change, we will immediately notify the Shelter Bay Community Office.

5. PARKING: Off-street parking shall be provided for all vehicles associated with the residence.

(Please complete and sign the reverse side of this form)

Excerpt: Shelter Bay Declaration of Protective Covenants, Article V

4. ***Renting/Leasing of Real property.*** Owners and/or leaseholders have the right to rent or lease their real property in compliance with the Federal Fair Housing Act, 42 U.S.C § 3604 subject to the following restrictions:

- a. Prior to occupancy, tenants shall provide the member (landlord) and Shelter Bay Community, Inc. with a signed "Tenant Information and Statement of Understanding."
- b. Members are the party responsible for the proper conduct of tenants. Tenants shall be subject to all Protective Covenants and General Rules and Regulations of Shelter Bay Community Inc.
- c. Membership and voting rights in Shelter Bay Community, Inc. continues to reside with the member.
- d. Renting/leasing for terms of less than 30 days is not permitted.

Tenant Information and Statement of Understanding

Names of all adults living in the house.

_____, Age: _____

_____, Age: _____

Names of all children living in the house.

_____, Age: _____

_____, Age: _____

_____, Age: _____

Mailing Address:

Street or Box: _____

City: _____ State: _____ Zip _____

Primary Telephone: _____ Email: _____

Place of Employment: _____

Occupancy Date: _____ Duration of Lease: _____

PETS: Description and names (no livestock, poultry, animals, EXCEPT dogs, cats and other small household pets): _____

Renters/Lessees Signatures:

1. Adult Signature: _____, Date: _____

2. Adult Signature: _____, Date: _____

Acknowledgement of Owner/Landlord:

Owner's Signature: _____, Date: _____