



MISSION STATEMENT

The Green Committee's mission is to manage and oversee the trees, shrubbery, and views of the Community in accordance with the governing documents of Shelter Bay Community, Inc. for the enjoyment and safety of the Community and its members.

The Shelter Bay appointed Staff and Community Manager, acting as the Green Committee, acts on requests for permits by Community Members for action concerning vegetation, trees, and views in Shelter Bay. Forms may be downloaded from the website www.shelterbay.net or obtained from the office.

GREEN 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 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.

Protective Covenants, Article IV – Section 21:

“Community Lands. Community park areas, roads, trails, greenbelts, bridges, walkways and community beaches as shown on the (Plat or Survey) of Shelter Bay Division No. 1-5, and improvements thereon, will be leased and conveyed to Shelter Bay Community, Inc., at appropriate times by Declarant for the community benefit of all owners of lots and/or leaseholds and their guests in accordance with the rules and regulations of Shelter Bay Community, Inc. Shelter Bay Community, Inc. shall accept said area when subleased or conveyed, and shall regulate, administer and maintain all said areas, and no cutting of timber or removal of brush of any kind, or construction, maintenance and/or repair of any buildings and/or improvements shall be allowed upon said areas except with the prior written permission of the committee responsible or the community manager.”

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/or in a greenbelt, lot, or other common area. 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 by the Green Committee.
2. **Affected Member.** A member whose lot may be affected due to the requested action because of proximity or alteration of views.
3. **Impacted Member;** A member who will be required to take action on their lot based upon the requested action.



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4. **Adjoining Member;** A member whose lot abuts the lot of the requestor/applicant.
- B. **Lot.** Any subdivided parcel of land improved or unimproved located within the community of Shelter Bay which is intended to be subdivided as recorded upon the subdivision map of the community.
- C. **Community Lands.** Community park areas, roads, trails, greenbelts, bridges, walkways, and community beaches as shown on the (Amended Survey or Plat) of Shelter Bay Community, Inc. Div 1 through 5, for the benefit of all owners of lots/or leasehold and their guests in accordance with the rules and regulations of Shelter Bay Community, Inc. Community Lands are further defined as:
 1. **Common Areas.** Some shared space or amenity between community members of a common interest development that has been improved.
 2. **Greenbelt.** Any Community common area excluding those areas which contain permanent structures, drainage and utility systems, roads and road rights-of-way, golf courses, and park areas.
- D. **Prune/Limb.** When referred to in these Guidelines, each of these activities describes a specific action defined as follows:
 1. *Prune.* Trim a tree, shrub, or bush by cutting away dead or superfluous branches or stems in order to define, shape, or increase fruitfulness or flowering.
 2. *Limb.* Remove a large primary or extension branch of a tree.
- E. **Notify.** When referred to in these Guidelines, the term notify is defined as any means of communication between the Green Committee and/or Community Manager 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.
- F. **SSA.** Shoreline Sensitive Area: Defined as an area within 200 feet of the shoreline at the mean high tide level or on a slope of 40 degrees or more or within 50' of the top or bottom of such slope.
- G. **View Restoration.** Reestablishing the view that the requesting member had when the lot was purchased or anytime subsequent thereto.
- H. **View Creation.** Enhancing or expanding a view beyond that which existed when the member purchased the home/lot or enhancing a view which had been restored to a reasonable degree as judged by the Board and/or Green Committee.
- I. **Firewise.** A set of objectives to be accomplished to protect Shelter Bay Community and to minimize the potential for loss of homes from damage or loss due to a wildland fire.

I. GOVERNANCE

- A. The Green Committee is authorized to review and act on requests for greenbelt rules enforcement and provide oversight of tree-cutting and requests for view actions on greenbelts and lots. The Committee will process the Green Committee Action Request Form and Greenbelt Maintenance Permit Form, then 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 Green Committee shall request a policy decision of the Board, by making a motion to that effect.
- B. The Green Committee and Community Manager or their designee are authorized to act on compliance issues in accordance with Rules and Regulations, Part I.
- C. The Green Committee is authorized to ensure the maintenance of our community Common Areas and that proper Firewise practices are followed.
- D. The Board of Directors is the final arbiter of all Green Committee actions.
- E. It is the responsibility of each Green Committee member to be familiar with this document and to uphold the Protective Covenants.



II. ROLES AND RESPONSIBILITIES

A. Committee has the following responsibilities:

1. Review all requests submitted for Green Committee action and determine which requests can be delegated to the Manager or Compliance Officer for review and action.
2. Summarize Committee comments on each Green Committee Action Request Form and sign.
3. Communicate the Committee's decision to the applicant and any affected members. A copy of the completed permit will be provided to the applicant and placed in the member's Lot File.
4. Notify the Manager of any request that affects Community operations.
5. Assign site monitors as needed, which can include the Compliance Officer
6. Prepare a written report for the monthly Board of Directors meeting.
7. Develop the annual budget request and submit it to the Manager in January.
8. Prepare an Annual Committee Report for the Shelter Bay Community Annual Meeting in May.

B. Shelter Bay Community Manager has the following responsibilities:

1. Coordinate the budget preparation process and provide budgetary updates.
2. If an outside contractor is needed, obtained estimate and submit to the Committee for their review prior to any work commencing.
3. Coordinate with the Swinomish Tribe on actions requiring approval under the (SSA) Shoreline and Sensitive Areas codes.
4. Allow the Compliance Officer to serve as a monitor as needed.
5. Provide additional support to the Committee as appropriate.
6. Determine whether the approved work in a greenbelt can be performed by the maintenance department.

C. Education and Compliance Function.

The Manager and/or Compliance Officer will:

1. Educate Community members as to their responsibilities.
2. Work with Community members to ensure compliance.
3. Levy fines for violations of the Protective Covenants and Rules and Regulations.

D. Applicant or Requesting Member Responsibilities:

1. Complete the appropriate Green Committee Action Request Form or Greenbelt Maintenance Permit Form.
2. Be available to the Committee to answer questions.
3. If required, the Green Committee shall have access to their lot or any adjacent greenbelt(s) in order for committee members to obtain the information they deem necessary to make an informed decision and to carry out approved work.

III. PROCESS

The Committee will record the action on the Green Committee Action Request for Permit noting any adjustments or instructions.

A. Site Visits.

1. The Committee will determine the order in which sites are visited.
2. While making the site visit, the Committee will introduce itself to the requestor(s). If no one is home, the Committee will leave a notification of an attempted visit. Another visit will be scheduled if the Committee has additional questions about the request or cannot complete the site review.



3. The purpose of site visits shall be limited to observation and investigation with all discussion and decision making reserved for convened meetings only.
4. There will be no less than two Committee members in attendance for all site visits.

B. Permit Request Forms.

Green Committee Action Request Form.

1. For those issues governed by the Green Committee, any Community Member or the Community Manager requesting work to be performed on a greenbelt must be requested on a Green Committee Action Request Form.
2. The reverse side of the Green Committee Action Request Form details the information required to be on or included with the Request. If pertinent information is missing, the form will be returned to the member/applicant with a formal communication describing requirements needed in order to complete the form before the Green Committee can take any action.
3. If the request concerns view restoration, the form must be accompanied by photographic or other evidence that the view existed since the inception of their leasehold interest. All other view issues will be considered view creations.
4. An approved Request 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.
5. An approved Request 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.
6. Permits run with the lot and are transferable to a subsequent owner if the action is not executed prior to transfer. 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.
7. The Committee will track all decisions until the action is completed.
8. The Shelter Bay Office will make available the requirements of any approved and pending Green Committee Action Request Permit to new and prospective lot owners upon request.
9. Completed requests will be reviewed within seven (7) days following submittal to the Office.
10. It is the responsibility of the lot owner to know their legal lot lines.

Greenbelt Maintenance Permit Form.

1. Community members wishing to work in or maintain all or part of a greenbelt must submit a Greenbelt Maintenance Permit Form.
2. Restrictions on what work can be performed are stated on the Form.
3. If pertinent information is missing, the Greenbelt Maintenance Permit Form will be returned to the member/applicant with a formal communication describing requirements needed in order to complete the form before the Green Committee can take action.

D. Green Committee's Communication Process with Applicant/Requestor:

1. The Green Committee Chair will review the Green Committee Action Request Form and/or the Greenbelt Maintenance Request Permit Form.
2. After the Committee has reviewed the Request Form and reached a decision, the decision will be noted on the Form and the applicant and any affected members, as determined by the Committee, will be notified.
3. The Community Manager or their designee will be responsible for contracting and scheduling all work to be performed in the greenbelts, other than permitted maintenance work by homeowners. The applicant and any affected members will be notified when the project is scheduled.



4. For those actions located in an “SSA” (Shoreline and Sensitive Area) additional permitting and/or restrictions may apply, as determined by the Swinomish Indian Tribal Planning Department, and will be communicated to the Requestor.
5. Approved Lot owner Permits run with the lot and are transferrable to a subsequent owner if the approved actions are not executed prior to transfer. This permit will expire one year from date of issue due to inaction by the Requestor or subsequent owner and if there are no other parties required to take action as a result of the decision
6. The Green Committee’s communication relaying its decision to affected lot owners will include notice that if the approved work is not completed prior to the sale of the lot, the Committee’s decision must be disclosed to any potential buyers.
7. In the case where a member disagrees with the Committee’s decision, the member may request a Committee Decision Review and subsequently appeal that decision following the Board adopted appeal process, Rules and Regulations, Part II, Chapter 20.
8. The Committee will track all decisions until the action is completed.
9. The Committee or Committee Secretary will file a copy of the Request Form and/or Maintenance Permit Form in the Committee Permit Book and in the Member/Applicant’s Lot File.
10. The Shelter Bay Office will ensure the requirements of any approved Lot Request for Permits are provided to new lot owners.

D. Violations

The Green Committee shall recommend to the Rules Committee the appropriate fine(s) in the case of violations of the Covenants, Rules, and/or Regulations according to the schedule of fines provided in Rules and Regulations, Part 1 – General, as determined by the following processes:

1. The Green Committee will investigate all reports of violations of the Covenants, Rules, and/or Regulations involving Greenbelts or trees on lots and common areas.
2. If it is determined that a violation has occurred the following procedure will be followed:
 - a. If possible to correct the violation, the offending member will be requested in writing to make the appropriate corrections and will be given a reasonable amount of time to return the greenbelt to its prior condition.
 - b. If the offending member fails to make the corrections requested, or the violation is beyond correction, the Committee will recommend to the Rules Committee the appropriate fine and the member will be notified in writing of the Committee action.
3. Violations will include but are not limited to the following:
 - a. The cutting of any vegetation on a greenbelt without a permit will be considered unauthorized cutting or limbing.
 - b. Unauthorized clearing of a greenbelt is the cutting of any vegetation 4” in diameter or less. The amount of the fine will be determined by the number of trees cut and/or the extent of the damage.
 - c. Dumping in the greenbelts (placing, parking, or storing of any items in the greenbelt) is prohibited. The natural distribution of natural greenbelt material is allowed.
 - d. Placing any manmade object (i.e., as fences, storage sheds, tree houses, concrete pads, greenhouses, signs, etc.) in the greenbelt is prohibited without permission of the appropriate committee.
 - e. Any cutting of a greenbelt tree over 4” in diameter will be considered unauthorized cutting or limbing.
 - f. Any unauthorized cutting of trees on lots over 6” in diameter at 5’, including limbs 4” or more.



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- g. Within a Shoreline and Sensitive Area (SSA), any unauthorized cutting of trees or limbs over 4" in diameter.



SHORELINE AND SENSITIVE AREAS

AUTHORITY

Abbreviated Guidelines for Shoreline and Sensitive Areas (SSA) – Taken from Title 19, Environmental Protection, Chapter 4, Shorelines and Sensitive Areas, as developed by the Swinomish Tribal Community

Definitions:

Shorelines: Includes 200' from the ordinary high-water mark, including our marinas.

Sensitive Areas:

Wildlife Area: Habitat for a variety of species located throughout Shelter Bay.

Wetlands: High, medium, or Low Functioning Wetlands.

Geological Hazardous Area: As summarized below.

Sea Level Rise Risk Areas: Shoreline within the sea level rise inundation risk zones.

Shoreline Actions:

Trees over 4" dbh cannot be cut without permit or exemption.

Skirting, if done where tree is 4" or less at topping point, is permitted.

No "large surface modifications" are allowed.

Dead standing trees are not exempt unless they could cause damage to property.

Placed or planted trees are not exempt.

In emergency, a hazardous tree may be removed and then the permit application made.

Geological Hazardous Sensitive Areas:

A "Geological Hazardous Sensitive Area" means an area that may not be suitable for development because of susceptibility of erosion, sliding, earthquakes or other geological events and includes areas of historic failure.

Slopes greater than forty degrees (40°) with a vertical relief of ten feet (10') or more feet are considered Geological Hazardous Areas and require a permit.

Consolidated Rock: No soil for vegetation. Requires a 50' buffer zone from top of slope for slopes steeper than eighty degrees (80°).

Unconsolidated Rock: Enough soil for vegetation. Requires a 50' buffer zone from top of slope and bottom of slope for slopes steeper than forty degrees (40°).

Reference Swinomish Tribal Code Title 19, Chapter 4 for current criteria for identification of the Geological Hazard Sensitive Areas.

General Notes:

A "Clinometer" (or Inclinator) is available in the Office to establish slope.

Geo Hazard restrictions stay in effect unless overridden by a new permit.

Distance measurements are taken horizontally and do not follow the contour of the ground.

GUIDELINES

Shoreline and sensitive areas include, but are not limited to, marine shorelines, improvements within the Shelter Bay Marina and Harbor areas including private docks, piers and floats, and geologic hazard areas characterized by steep slopes, sloped areas with erosion potential, or water inundated or saturated areas.

All projects within SSA's are subject to the permitting requirements of the Swinomish Indian Tribal Community's Tribal Code on Environmental Protection of Shoreline and Sensitive Areas.

PROCEDURE FOR IMPLEMENTATION

Shoreline and Sensitive Areas (SSA) require special consideration for mitigation measures due to their physical characteristics and environmental importance. Actions in sensitive areas may require input from qualified consultants for determining the best approach for the project.

Greenbelt

1. In the process of approving Action Requests, the Green Committee must take into consideration the possibility that a Tribal (SSA) Shoreline and Sensitive Area Permit may be required. An SSA



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Permit is required if one or more of the following applies and if the trees or branches to be removed or altered are 4 inches or more in diameter.

- The project is within 200 feet of the shoreline at the mean high tide level.
 - The project is on a slope of 40 degrees or more or within 50' of the top or bottom of such a slope.
2. If the Action Request falls within an SSA, and involves greenbelt or common area, the Community Manager will coordinate the necessary permits and reporting requirements with the Tribe. The Tribe may determine mitigation actions or fees which will be required of the community for the action on their greenbelt.

LOT

1. If the requested action falls within an SSA on a member's lot, that member will bear the responsibility of obtaining the necessary permits required by the Tribe.
2. The requesting homeowner will bear the responsibility and expense of acquiring a SSA permit from the tribe if it is deemed required by the Committee due to the steepness of the slope, the proximity of a sensitive area, or within 200 feet of the mean high tide point measured horizontally.
3. The Tribal Planning Department may determine Mitigation Action or Fees which will be required of the member before action may be taken on their lot.
4. All Action Permit approvals in SSA areas are pending until the appropriate SSA Permit has been issued by the Swinomish Tribal Planning Department.



TREES AND LANDSCAPING

AUTHORITY

Protective Covenants, Article IV – Covenants and Restrictions, Section 5:

“Trees, Shrubbery and Planting. No tree, shrub, or hedge with the potential to grow in excess of 15 feet in height shall be placed or planted on any of said property without the written permission of the committee responsible. No tree, shrub or hedge shall be allowed to grow in such a manner that it becomes a nuisance, endangers, or unreasonably depreciates the value or enjoyment of neighboring properties. No trees with a trunk in excess of 6 inches in diameter, at 5 feet above ground level, will be removed or pruned, without the written permission of the committee responsible. Removal or pruning of any tree located within a regulated Shoreline or Sensitive Area requires a permit from the committee responsible.”

Rules and Regulations, Part I – General:

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.

GUIDELINES

Green Committee:

Within the Greenbelt: The Board of Directors has authorized the Green Committee to review and decide upon applications on greenbelts for the following:

1. Planting of any trees or vegetation within the greenbelt.
2. Cutting of trees, shrubs, or limbs on a greenbelt shall not occur without specific permission. Designated noxious weeds and non-native invasive species may be cut such as Himalayan Blackberries and English Ivy without specific permission unless on a slope where soil erosion is a concern or within other SSA regulated areas. See <https://www.nweb.wa.gov/> for a complete list of non-native invasive species plants.

On Lots: The Board of Directors has authorized the Green Committee to review and/or decide upon applications on lots for the following:

1. Planting of a tree that has the potential to grow in excess of 15’ in height.
2. Removal of trees over 6” in diameter measured at 5’ in height above the ground level (dbh).
3. Removal of trees or limbs 4” or more in diameter in those areas designated as a Sensitive and Shoreline Area (SSA).
4. Undeveloped 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.
5. Proper Maintenance: All members are required to maintain their lots in a manner that retains and enhances the value of their lot(s) and the lots in their neighborhood. The Green Committee will review trees and shrubbery on lots that are not maintained in a manner consistent with these guidelines, conduct site visits, as necessary, to determine if remedial action is required and approve any work action and related expenses.

Community Manager: In case of emergency or public safety, the Community Manager is authorized to act and will report any action taken to the Committee.



PROCEDURE FOR IMPLEMENTATION

The Green Committee will review the Green Committee Action Request Form to determine that all plantings are in keeping with the Covenant requirements and will not become a nuisance or view obstruction in the future.

1. **Greenbelt:** When an action requests the pruning or removal of trees within the greenbelt:
 - a. The committee may review all estimates of cost prior to work start.
 - b. The Committee will determine whether the trees or growth are in the greenbelt.
 - c. For action located in an “SSA” (Shoreline and Sensitive Area) additional permitting and/or restrictions may apply. The Committee will review all fee costs prior to work commencing.
 - d. No permit is required to trim an overhanging tree branch from a tree located on a neighboring greenbelt. Any such overhanging branch may only be trimmed back to the property line, unless additional trimming is approved by the Green Committee through a Greenbelt Maintenance Permit.
2. **Lot:** When a permit requests the limbing or removal of trees:
 - a. The Committee will determine/verify whether the trees or growth are on the requesting member’s lot.
 - b. Homeowners are responsible for identifying where their lot lines are located.
 - c. For action located in an “SSA” (Shoreline and Sensitive Area) additional permitting and/or restrictions may apply, as determined by the Swinomish Indian Tribal Planning Department. The homeowner is responsible for all permitting expenses.
 - d. The Committee will communicate the proper disposal of the cut wood to the member.
 - e. Overhanging limbs from neighboring properties may only be trimmed back to the property line unless additional trimming is approved by the owner of the lot containing the tree.

Emergency or Public Safety

In case of an emergency or public safety issue, the Community Manager or their designee is authorized to act but will report any action taken to the Committee.



VIEW RESTORATION

AUTHORITY

Master Lease, Page 7, Section 7, Use of Premises:

It is recognized by the parties hereto that there is timber on the leased premises and the parties agree as follows:

- (1) That development of the leased premises as herein contemplated will require removal of trees and stumps to the extent necessary in the construction of roads, streets and walks, the installation of utilities, the erection of buildings and structures, parking areas and clearing for view.

Protective Covenants, Article IV – Covenants and Restrictions, Section 5:

a. Trees, Shrubbery and Planting. No tree, shrub, or hedge with the potential to grow in excess of 15 feet in height shall be placed or planted on any of said property without the written permission of the committee responsible. No tree, shrub or hedge shall be allowed to grow in such a manner that it becomes a nuisance, endangers, or unreasonably depreciates the value or enjoyment of neighboring properties. No trees with a trunk in excess of 6 inches in diameter, at 5 feet above ground level, will be removed or pruned, without the written permission of the committee responsible. Removal or pruning of any tree located within a regulated Shoreline or Sensitive Area requires a permit from the committee responsible. View Restoration.

b. View Restoration. Defined as re-establishing the view the requesting member had at the time of purchase or any time subsequent thereto. Members are responsible for monitoring their views. Should a member determine that their view has been unreasonable encroached upon or has the potential of such due to the growth of trees or other vegetation on lots or in greenbelt areas, it is the member's responsibility to request a view restore. As determined by the committee responsible, views may be reasonably restored to the date of purchase, with the community, or the offending lot holder(s) responsible. However, it is the member's responsibility to ensure the view is maintained at reasonable intervals, defined as no longer than seven (7) years from the date of purchase or date of the last view restore request. At any time after seven (7) years of inaction the requestor maintains their right to a view restore, however, they are now responsible to pay the full expense of the restore of their view.

OTHER REFERENCES:

Skagit County Superior Court, Case 04-2-00198-9, May, 2004, Judge Susan Cook:

Summary Judgment: "...The covenant is relatively clear, and certainly in comparison to the prior one even clearer. What it means is that every property owner in Shelter Bay has the obligation to see to it that trees growing on their property are not allowed to grow in such a manner that they depreciate the enjoyment of neighboring properties. The enjoyment of neighboring properties includes views. And when trees grow in such a manner that they unreasonably depreciate the view of neighboring properties the, I guess it would be, subleases actually are required to take action. And that is what this covenant means.And I recognize that there is in Shelter Bay a distinct plan to protect native trees and particularly conifer trees. But that protection is subject to the protective covenants that those who live there and control their property, must control trees, shrubs, and hedges in such a way they don't depreciate the enjoyment of neighboring properties...."

GUIDELINES

"View Restoration" is defined as re-establishing the view that the Requesting Member had at the time of purchase or any subsequent view restore. The date of purchase is the date which the lot was actually purchased through the exchange of monetary funds. The purchase date does not include a transfer of the property through a Quit Claim Deed, inheritance, placing the property in or out of a Trust, LLC, or other such transfer. The member with the lot on which the obstruction growth exists shall bear the cost of the view restoration and/or subsequent maintenance.

The Green Committee will work with the Requestor(s) and the Impacted Member(s) to facilitate a resolution of the view restoration action. If agreement between the parties cannot be reached, the Green Committee will make the final decision on the view restoration request. The input of affected members will be considered but is not binding. The Green Committee is authorized by the Board to determine what view is reasonable and to what extent it can be recaptured.



PROCEDURE FOR IMPLEMENTATION

Criteria for View Restoration in Shelter Bay.

1. The Green Committee is authorized by the Board of Directors to determine if a member has suffered an unreasonably depreciated value or enjoyment of their property due to the growth of vegetation on a lot or in a greenbelt.
2. Members who believe they may be entitled to a view restoration may apply by completing the Green Committee Action Request Form. Upon receipt of a request for a view restoration, the Green Committee will determine if the member has suffered an unreasonable depreciation of the value or enjoyment of their property by considering:
 - a. Restoration of a reasonable view using the date of purchase or any subsequent view as a guide.
 - b. The degree to which the view is restored must take into consideration the rights of the neighbors and should not unreasonably change the ambiance of the community.
3. The Green Committee uses the following guidelines:
 - a. The requesting member has the burden of evidence of the existence of the view at the time the home was purchased or when the view was upgraded by a previous view restore. Proof might consist of photographs or other such documentation. This documentation would give the Green Committee a goal to work toward. In the absence of such documentation, the Green Committee may utilize the services of an independent arborist to provide a professional opinion to assist the committee in determining what view previously existed.
 - b. The requesting member's view restore request must fall within a seven (7) year window from the purchase date of the property or the date of the last view restore. If more than seven (7) years, the requestor maintains their right to a reasonable view restore, but they are now responsible for one hundred percent (100%) of the costs.
 - c. The Green Committee will use sound tree management to reasonably restore the view.
 - d. The member requesting the view restoration will identify the tree(s) in question. The Committee will assist in identifying the trees in question as far as it is reasonable. The view will be evaluated from major viewing areas of the requesting member's home. In evaluating a view, the Committee will determine if any significant visual aspect of the view is hidden by the tree(s) or branches of trees in question. If the view has been obstructed the committee will consider appropriate remedies to make the point(s) of interest visible.
 - e. The ridgeline height of a structure may be used as a point of reference in determining view restoration actions.
 - f. If trees significantly hide a major feature of the view or a panoramic view, the Committee will consider actions including trimming, thinning, skirting, or removal in a reasonable attempt to restore the view.
 - g. For action located in an "SSA" (Shoreline and Sensitive Area) additional permitting and/or restrictions may apply, as determined by the Swinomish Indian Tribal Planning Department.
 - h. The input of affected members will be considered but is not binding.
 - i. If the obstructing vegetation growth is located on another lot the owner of that lot will be responsible for its removal.
4. The Committee will determine whether to make a site inspection. It is desirable that the member requesting the view restoration (or their authorized agent) be at the site or available to answer questions.
5. Following determination by the Green Committee, a signed copy of the Green Committee Action Request Form, either approved, amended, or denied, will be mailed to the requesting member. Affected members will be provided through certified US mail, written notification of



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the Committee action and advised they have fifteen (15) days to request a Committee Decision Review.

6. In the event an agreement on an action plan to restore the view cannot be facilitated between the requestor(s) and the affected member(s), the Green Committee may hire a professional arborist to assist with the development of an action plan recommendation at the expense of the Green Committee. The final action plan approved by the Committee will be executed to achieve the view restoration.
7. The Green Committee will provide site monitors while the view restoration work is in progress. The Committee shall make the final determination if the work performed is satisfactory.



VIEW CREATION

AUTHORITY

Protective Covenants, Article IV – Covenants and Restrictions, Section 5:

c. **View Creation.** Defined as enhancing or expanding a view beyond that which existed when the member purchased the property. Members requesting a view creation shall be responsible to pay the full expense of the enhancement as well as ongoing maintenance costs. The committee responsible and/or affected lot owners must approve any actions proposed for the view creation.

GUIDELINES

“View Creation” is defined as enhancing or expanding a view beyond that which existed when the homeowner purchased the home or enhancing a view which has been restored to a reasonable degree as judged by the Board and/or the Green Committee.

All members involved with a view creation, both requestor(s) and affected member(s) must be in agreement with the view creation before the Green Committee will consider the request.

The member requesting the work will bear **all** costs of View Creation actions.

PROCEDURE FOR IMPLEMENTATION Criteria for View Creation in Shelter Bay.

1. The requesting homeowner shall submit a completed Green Committee Action Request Form and will bear the responsibility and expense of acquiring a (SSA) Shoreline and Sensitive Areas permit from the tribe if it is deemed required by the Committee due to the steepness of the slope, the proximity of a sensitive area, or within 200 feet of the mean high tide point measured horizontally.
2. The Committee will review the Request Form. The Committee will not consider view creation requests which do not have full agreement between the parties.
3. The Committee will determine/confirm the following:
 - a. All subject trees/vegetation are located within the common areas, greenbelt, or lot.
 - b. For action located in an “SSA” (Shoreline and Sensitive Area) additional permitting and/or restrictions and related fees may apply, as determined by the Swinomish Indian Tribal Planning Department. The Committee will advise all affected members.
 - c. Slope stability and soil erosion testing has been completed as necessary.
 - d. The aesthetics and ambiance of the area.
 - e. Proper stormwater and surface water drainage impacts.
 - f. Fire fuel reduction and the creation of both horizontal and vertical firebreaks.
 - g. Future maintenance.
 - h. Once approved, parties are to advise the Committee of the schedule for view creation work.
 - i. Green Committee monitors are required at all view creation work.
4. Once a View Creation is complete it becomes the requesting lot’s view and will be the responsibility of the requesting lot owner(s) to maintain it per the above authority.
5. The Committee will ensure that the view is properly documented and retained in the lot file.



HAZARDOUS TREE REMOVAL

AUTHORITY

Protective Covenants, Article IV – Covenants and Restrictions, Section 5:

a. Trees, Shrubby and Planting. No tree, shrub, or hedge with the potential to grow, in excess of 15 feet in height shall be placed or planted on any of said property without the written permission of the committee responsible. No tree, shrub or hedge shall be allowed to grow in such a manner that it becomes a nuisance, endangers, or unreasonably depreciates the value or enjoyment of neighboring properties. No trees with a trunk in excess of 6 inches in diameter, at 5 feet above ground level, will be removed or pruned, without the written permission of the committee responsible. Removal or pruning of any tree located within a regulated Shoreline or Sensitive Area requires a permit from the committee responsible.

The Board has granted the Green Committee the authority to review and make decisions regarding hazardous trees on greenbelts, common areas, and lots. Community notification will be given for non-emergency hazards and Firewise work, but the homeowners approval is not required.

GUIDELINES

Greenbelt:

A hazardous tree is defined as a tree that has the potential to harm persons or property. If a greenbelt tree falls on a Community Member's lot, it is that member's responsibility to have the tree removed and make any necessary repairs. The Community would be responsible for the tree(s) removal and any necessary repairs if the tree had been identified as a hazard before it fell. Homeowner's insurance will typically cover damage caused by fallen trees.

Lot:

If a tree on an adjacent lot falls onto another member's property, it becomes the responsibility of the member whose property it fell upon. If that member has proof, in writing, that the member on the adjacent lot was aware the tree was a hazard and did not remedy the situation, the tree and any damage caused by its fall becomes the responsibility of that adjacent member. Homeowner's insurance will typically cover damage caused by fallen trees.

PROCEDURE FOR IMPLEMENTATION

If a member is concerned about a hazardous tree and has completed a Request Form:

1. The Green Committee will determine if the tree has the potential to harm persons or property.
2. The Green Committee will be responsible for the cost of removal if located on greenbelt or in a common area.
3. The Green Committee will determine whether monitoring the action taken, particularly on the cutting of multiple trees, is necessary.
4. For action located in an "SSA" (Shoreline and Sensitive Area), additional permitting and/or restrictions may apply as determined by the Swinomish Indian Tribal Planning Department.
5. All costs of hazard tree removal including necessary SSA permits from the Swinomish Tribal Planning Department are the responsibility of the lot owner on which the hazard tree resides.
6. The owner of the lot on which the tree fell will be responsible for the cost of removal unless the tree had already been identified as a hazard.
7. The Committee may request a certified arborist's report prior to making a decision.
8. In an emergency, the Committee Chair and/or the Manager or their designee may authorize the immediate removal of a hazard tree.



COMMON AREAS

AUTHORITY

Protective Covenants, Article IV – Covenants and Restrictions, Section 21:

21. **Community Lands.** Community park areas, roads, trails, greenbelts, bridges, walkways, and community beaches as shown on the (Plat or Survey) of Shelter Bay Division 1/5, and improvements thereon, will be leased and conveyed to Shelter Bay Community Inc., at appropriate times by Declarant for the community benefit of all owners of lots and/or leaseholds and their guest in accordance with the rules and regulations of Shelter Bay Community, Inc. Shelter Bay Community, Inc., shall accept said area when subleased or conveyed, and shall regulate, administer, and maintain all said areas, and no cutting of timber or removal of brush of any kind, or construction, maintenance and/or repair of any buildings and/or improvements shall be allowed upon said areas except with the prior written permission of the committee responsible or the community manager or their designee.

The Board has authorized the Green Committee and/or Community Manager or their designee, to be the committee responsible to review and make decisions regarding trees and vegetation, including Firewise activities on Shelter Bay Community Lands as defined in the Protective Covenants.

GUIDELINES

“Common Areas” include, but are not limited to, community park areas, roads, trails, walkways, and community beaches. Common Areas may reside within geologic hazard areas characterized by steep slopes, sloped areas with erosion potential, or water inundated or saturated areas.

PROCEDURE FOR IMPLIMENTATION

The Green Committee will oversee and manage the trees, shrubs, view creations, and view restores on developed Community Lands.

Any Community Member or Community Manager may request work to be performed in a designated Common Area. Requests should be submitted using the Green Committee Action Request Form.

All Greenbelt and SSA processes and application procedures are to be followed.



SHELTER BAY FIREWISE FUEL REDUCTION

AUTHORITY

Protective Covenants, Article IV – Covenants and Restrictions, Section 21:

21. Community Lands. Community park areas, roads, trails, greenbelts, bridges, walkways, and community beaches as shown on the (Plat or Survey) of Shelter Bay Division 1/5, and improvements thereon, will be leased and conveyed to Shelter Bay Community Inc., at appropriate times by Declarant for the community benefit of all owners of lots and/or leaseholds and their guest in accordance with the rules and regulations of Shelter Bay Community, Inc. Shelter Bay Community, Inc., shall accept said area when subleased or conveyed, and shall regulate, administer, and maintain all said areas, and no cutting of timber or removal of brush of any kind, or construction, maintenance and/or repair of any buildings and/or improvements shall be allowed upon said areas except with the prior written permission of the committee responsible or the community manager or their designee.

The Board has authorized the Green Committee and/or the Community Manager or their designee, to be the Committee responsible to review and make decisions regarding wildfire prevention in Shelter Bay.

GUIDELINES

Firewise is a set of objectives with the goal to protect the Shelter Bay Community from damage or loss and minimize the potential for loss of homes due to a wildland fire. This is accomplished by implementing the Shelter Bay Firewise Community Action Plan, providing education to the community on wildfire prevention and preparedness, and serving as an example and leader in Wildfire Presentation and Loss Mitigation for surrounding communities.

PROCEDURE FOR IMPLIMENTATION

- A. Impact underbrush only as necessary to access and achieve the following activities.
- B. Remove all down and dead material with diameters between one and six inches.
- C. Larger logs, per the Committee's discretion, should be stripped of their limbs and left to decay naturally.
- D. Dead standing trees under six inches in diameter should be cut down and stripped of limbs.
- E. Thick stands of small (six inches in diameter or less) trees should be thinned to promote healthier growth of the remaining trees as long as they do not provide ladder fuel. If they provide ladder fuel they should be removed.
- F. The remaining trees should then be skirted up to create at least a ten-foot vertical fire break between the underbrush and the lower limbs of the trees as long as no more than 40% of the green foliage is removed.
- G. All debris should be chipped up and the chips may be blown back into the greenbelt if practical.
- H. If hazard trees are identified during the walk through, they should be identified with red tape and included In the project bid.



**GREEN COMMITTEE
FORMS**

GREEN COMMITTEE ACTION REQUEST (2 pages, 2 sides)

GREENBELT MAINTAINENCE PERMIT (1 page, 2 sides)



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shelter bay community, inc. TM

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

For Office Use Only

Applicant is a member
in good standing

Initials

Date

Green Committee Action Request Form

☐ Greenbelt ☐ Lot ☐ View Restoration* ☐ View Creation ☐ Other

Applicant's Name: _____ Lot #: _____ Street: _____

Mailing Address: _____

Email Address _____ Telephone #: _____

Date Lot was Purchased: _____

Specific description of request (refer to the Instructions for required and suggested exhibits). Applicant may attach additional pages.

I would be willing to pay all or part of the expenses, including any mitigation fees incurred: ☐ Yes ☐ No

If yes, please enter a percentage or dollar amount. _____

If this is a request for View Creation, I acknowledge that I am responsible to pay for the work necessary to create the view and any future work required to maintain that view. This responsibility carries forward to all future owners of the lot.

*A member's view must be maintained every seven years from date of purchase. If not, the Request for a View Restore becomes the full financial responsibility of the Requestor. See Protective Covenants Article IV. Section 5.b., View Restoration. Affected/Impacted members must sign this application acknowledging notification of this request. If an affected/impacted member has concerns, they must contact the Committee. Additionally, signatures may be required as determined by the Committee.

Adjacent or Impacted Lot Owners:

Signature: _____ Lot #: _____ Agree: _____ (Y/N) Signature: _____ Lot #: _____ Agree: _____ (Y/N)
Signature: _____ Lot #: _____ Agree: _____ (Y/N) Signature: _____ Lot #: _____ Agree: _____ (Y/N)
Signature: _____ Lot #: _____ Agree: _____ (Y/N) Signature: _____ Lot #: _____ Agree: _____ (Y/N)

Applicant has read and concurs with the Instructions.

Signature: _____ Date: _____

-----FOR COMMITTEE USE-----

Date of Purchase _____

Site inspection by Green Committee:

Initials: _____ Name: _____ Initials: _____ Name: _____ Date: _____

Initials: _____ Name: _____ Initials: _____ Name: _____

Initials: _____ Name: _____ Initials: _____ Name: _____

Green Committee Comments: _____

_____ Monitor required: _____ (Y/N)

Approved /Disapproved: _____ Chairperson's Signature: _____ Date: _____

– Read & Sign Instructions on Reverse Side –

Green Committee work is executed by Shelter Bay staff with the Community Manager as acting Chairperson.

Instructions for Green Committee Action Request Form

The Green Committee would like applicants to be aware of the following items as they fill in the application:

1. The Green Committee will act on an Applicant's request within seven (7) business days. At that time, a site inspection may be made, weather permitting. It is preferred that the Applicant be home on the meeting date to discuss the request.
2. The request must include either a sketch that details the work requested and/or photographs of the work area. Photos should accompany any request for selective limbing, pruning and/or removal of trees. These photos must be clearly marked to indicate the work the Applicant is requesting. For view restoration requests photos taken at the time of purchase or at the time of the latest view restore must be included.
3. All permit requests concerning trees and shrubs listed in the request must be marked with colored tape (available in the office) as follows:
 - a. **Red** – tree to be removed
 - b. **Yellow** – tree to be trimmed, or pruned
 - c. **Green** – to be skirted (limbs removed at the base)
 - d. **White** – SSA
4. Unless located within a Shoreline and Sensitive Area or in a greenbelt, no permit is required if the branches you wish to cut are less than 4 inches in diameter or if the diameter of the tree is 6 inches or less at 5 feet above the ground level (dbh).
5. Special criteria may be required for those locations considered “SSA” (Shoreline & Sensitive Area). Additional permitting and/or restrictions may apply. Check with the Committee. Those locations include:
 - a. Projects within 200 feet of the shoreline at the mean high tide level.
 - b. Projects on a slope of 40 degrees or more or within 50 feet of the top of such a slope.
6. View restoration requests will initiate a notification to any affected members with a copy to the requestor.
7. Signatures of affected members must appear on the front of this form, indicating that they have been informed. The Green Committee may determine that there are other members who are affected in a relevant way and their signatures will also be required. If an affected member has concerns, they may contact the Committee. Their input will be considered but is not bindings.
8. If a request is approved, all affected members will be notified in writing by USPS mail and electronic email of the decision and their right to request a Committee Decision Review. If a Committee Decision Review is not filed within fifteen days (15) of Notification of the Decision, the work will proceed and the Applicant will be notified.
9. Any tree cutting should not be scheduled or performed until after the Green Committee decision and the Applicant has receipt of the approved permit. All work shall have a waiting period of thirty days (30) from the date of decision.
10. Green Committee appointed monitors may be on-site when the work is performed, at the discretion of the Committee.

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 Committee.
3. Allow the Green Committee access to the lot or dwelling (for a view restore/create) 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 Committee has approved the request. Have the copy of the **signed/approved** permit in your possession **before** scheduling or proceeding with the work. There is a 30-day waiting period from the date of decision for any work involving tree cutting.
5. Notify the Committee Secretary when permitted work on applicants lot has been completed.

Cooperation regarding the above items will allow the Committee to process the request in a timely manner. Incomplete applications will be returned to the Applicant.

Member/Applicant Signature

I have read the above instructions. Applicant's Signature _____ Date: _____

Once the application is approved, it will usually be available at the Main Office for pick-up three (3) business days following notice. Some cases may take longer if further research or permits are required. Please call the Committee Secretary with any concerns or questions – 360-466-3805. Tribal permits are separate and may be required.

***Your cooperation regarding the above items will allow us to
process your request in a timely manner. Thank you.***

Green Committee work is executed by Shelter Bay staff members with the Community Manager as acting Chairperson.

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shelter bay community, inc. TM

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

For Office Use Only

Applicant is a member
in good standing

Initials

Date

Greenbelt Maintenance Permit Form

Annual Renewable Permit

Owner's Name _____ Lot # and Street _____
Email: _____ Phone: _____ Alternate phone: _____

Agrees to maintain the Greenbelt located at _____

Persons working in the greenbelts acknowledge that Shelter Bay Community, Inc., or its Committees, do not accept any liability for the work or actions performed. Signature on this agreement signifies the applicant has agreed to the conditions below and the guidelines on the back of this form.

Description of maintenance to be performed and boundaries of the area for which you will be responsible:

- ☐ I understand that I will cut no trees greater than four inches (4") in diameter measured at 5' above the base and that utilization of herbicides or pesticides must be pre-approved by the Green Committee.
- ☐ I understand this Permit is subject to an Annual Green Committee Review and will remain in effect unless terminated by either party. This permit will terminate on the sale or transfer of the lot.

Name: _____ Date: _____
(please print)

Signature: _____

Adjacent or Impacted Lot Owners:

Signature: _____	Lot #: _____	Agree: ____ (Y/N)	Signature: _____	Lot #: _____	Agree: ____ (Y/N)
Signature: _____	Lot #: _____	Agree: ____ (Y/N)	Signature: _____	Lot #: _____	Agree: ____ (Y/N)
Signature: _____	Lot #: _____	Agree: ____ (Y/N)	Signature: _____	Lot #: _____	Agree: ____ (Y/N)

Green Committee: _____ Approved / Disapproved _____ Date: _____

Chairperson: _____

Copies: Applicant _____ Office _____ File _____

Green Committee work is executed by Shelter Bay staff members with the Community Manager as acting Chairperson.

Greenbelt Maintenance Permit Instructions

The Green Committee must approve any Maintenance Permit in advance of any work being performed. The Green Committee is comprised of Shelter Bay staff members who will review Permit requests within seven (7) business days of receipt. A site inspection may be necessary and, if so, the applicant will be notified in advance when possible.

1. Please indicate below which Greenbelt Maintenance item/s you are requesting:

- ☐ Removal of any trees less than 4 inches in diameter, measured 5-feet above the base.
- ☐ Skirting of all remaining trees up to the height that can be reached safely from the ground, but no more than 25% of the trees green foliage may be removed.
- ☐ Cleanup of all downed limbs and trees.
- ☐ Clearing of blackberries and other noxious weeds, unless on a slope area where soil erosion is a concern.
- ☐ Mowing. If the greenbelt contains open grassy spaces. Brush cutting and/or mowing may be done as needed to prevent fire hazards and the encroachment of undesirable weeds and plants onto the neighbor's properties. Cutting should be done as needed to maintain grasses at a height of one foot or shorter.
- ☐ Replanting. Low maintenance trees, shrubs, and/or grasses may be used for replanting, and such replanting requires the approval of the Green Committee.
- ☐ No clear cutting of any lot, greenbelt, or common area in Shelter Bay is allowed.

Green Committee Comments: _____
