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**BIRCH BAY VILLAGE COMMUNITY CLUB
BOARD OF DIRECTORS MEETING
May 21, 2026 at 5:00pm at Clubhouse and via Zoom
Zoom ID: 885 8656 9122 / PW: 8055**

AGENDA

1. CALL TO ORDER
2. ROLL CALL & CONFIRM QUORUM
3. ADOPTION OF AGENDA
4. HOMEOWNER PRESENTATION (3 Minutes Max Each, for 15 min)
5. HEARINGS (3 Minutes Max Each, for 15 min)
 - a. Ticket Hearings –
6. CONSENT AGENDA
 - a. Approval of April 23, 2026 Board Meeting Minutes
 - b. ACC- Minutes of April 7, 2026
 - c. Lakes and Drainage – Minutes of April 6, 2026
 - d. Safety & Security – Minutes of April 13, 2026
 - e. Golf Committee – Minutes from April 24, 2026
 - f. Finance Committee – Minutes of April 22, 2026
 - g. Marina Committee – Minutes of April 28, 2026
 - h. 64.90 Task Force – Minutes of December 12, 2025, January 9, 2026, April 10, 2026, and Draft Timeline
 - i. Operations Report Review
 - j. Action Item List Review
7. FINANCIAL REPORTS
8. OLD BUSINESS AND VOTING AS NECESSARY
 - a. Golf Course Irrigation from Kwann Lake
 - b. Volunteer Appreciation Dinner Date
 - c. Other
9. NEW BUSINESS AND VOTING AS NECESSARY
 - a. Committee Recommendations
 - b. Community Plan Task Force Charter
 - c. Marina Committee- Revised Marina Rules and Regulations
 - d. 64.90 - Draft Declaration for Board Review
 - e. Other –
10. AUTHORIZATIONS AND RESOLUTIONS
 - a. Reserve Transfers
 - b. Authorizations
 - c. Other
11. DIRECTORS' COMMENTS
12. PARKING LOT
 - a. Community Mission and Vision Statement -Board Retreat September 3, 2023



- b. Committee Mission Statements
 - c. Marina Dock Captains Safety and Compliance Checklist
 - d. BBV Safety Manual
 - e. North Fence Cleanup
 - f. HR Documents
 - g. Board Policies and Procedures
13. EXECUTIVE SESSION DISCUSSION
- a. Matters Involving Possible Violations of the Governing Documents
 - b. Discuss Likely or Possible Litigation Matters
 - c. Personnel Matters
14. RATIFICATION OF EXECUTIVE SESSION ACTIONS
15. ADJOURNMENT

Charles Cushing-Speeding Violation Hearing

From Karie Totten <Karie@bbvcc.com>

Date Mon 4/20/2026 10:51 AM

To Justine Brooks <Justine@bbvcc.com>; Amy Ashby <Amy@bbvcc.com>

Charles Cushing would like a hearing with the board regarding his speeding violation. His phone number is (360) 933-4350 and his email address is chuckcsea@msn.com. He would like confirmation that he has a hearing.

Karie Totten
Office Administrator
karie@bbvcc.com



8055 Cowichan Road
Blaine, WA 98230
Office: 360-371-7744
Fax: 360-371-3254
www.bbvcc.com

CITATION

April 18, 2026

Charles C Cushing
5339 Nootka Loop
Blaine WA 98230

Re: 5339 Nootka Loop

Dear Charles C Cushing,

In an ongoing effort to keep our community standards consistent and safe for everyone, the management team, under the direction of the Board of Directors must ensure that all residents are complying with the BBVCC governing documents.

You have been cited for speeding 26-30 mph. Your speed was clocked at 26 mph. Speed Notice #: 149575064, White 2016 Acura RDX, Plate #: BBX6791.

A fine of \$100 has been accrued. You have 30 days to pay your fine or you may request a hearing within 14 days. Be mindful of your speed in the future. Further offenses will result in escalating fines.

You may request a hearing on this matter before the Board of Directors within 14 days of this notice. While the fine and/or fees has been accrued on your account, it will be payable after the 14 days has lapsed and/or after the hearing with the Board of Directors is held.

If you are a Property Owner and the alleged violation was done by a renter or a guest, you may also submit a hearing request as you will ultimately be responsible for any charges that may be assessed on the Property.

Thank you for your time and attention.

Sincerely,

BBV MANAGEMENT

General Rules and Regulations 5.1.1 The speed limit on all roads within BBV is 20 MPH. Violators will be subject to citations.



SPEED NOTICE # 149575064

Date: 2026-04-18 10:20:09
5538, Salish Road, Blaine, Washington, United States, 98230

Birch Bay Village Community Club is committed to upholding the Covenants, Conditions and Restrictions of the Homeowners Association - Speed being one of them.

This letter indicates that a vehicle registered to you at this address was significantly exceeding the posted 20 MPH speed limit as shown below. **As per Appendix A - Schedule of fines, a fine of \$100.00 has been assessed.**

Location of Speed Camera

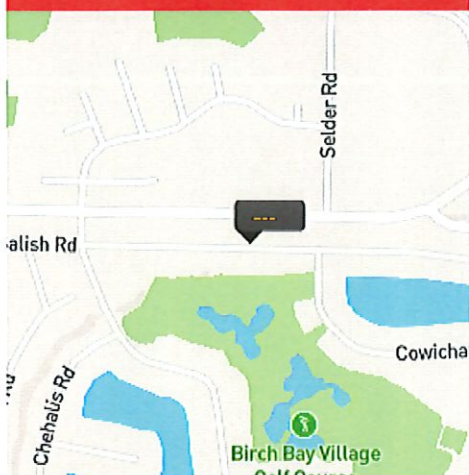
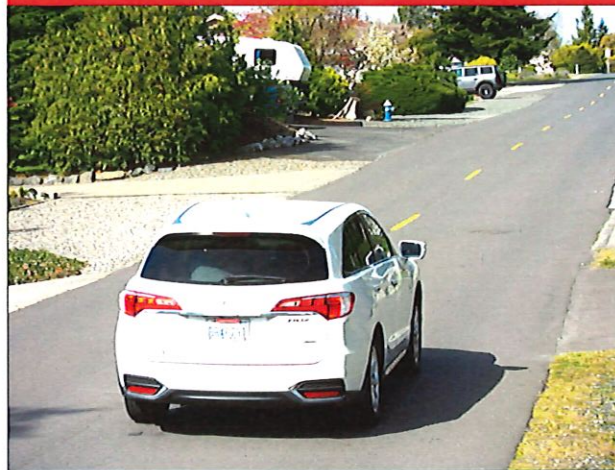


Photo Evidence



Vehicle Information

Location

5538 Salish Road

Date / time:

2026-04-18 10:20:09

Speed Limit:

20 mph

License plate

BBX6791

Actual Speed:

26 mph

Safety is paramount in our community. We request that you, or whoever was driving this vehicle, observe the 20 MPH posted speed limit. We appreciate your cooperation in this matter.

Feel free to direct any questions or concerns to our Compliance Team - at: compliance@bbvcc.com

Very Truly Yours,
BBVCC



NOTICE
Public Hearing - Ticket

May 13, 2026

Charles Cushing

RE: Speeding Citation

Dear Charles,

Your request for a hearing with the Birch Bay Village Board of Directors is scheduled for May 21, 2021. The hearing will start between 5 pm and 5:30 pm at the Clubhouse 8181 Cowichan Rd., Blaine WA 98230 or via Zoom if you do not wish to attend in person. You will have 10 minutes to present your case, 10 minutes for the Board to ask questions and 3 minutes to close. The Board will send a letter with their decision after the meeting.

This hearing is in regard to the speeding citation(s) issued on November 13, 2025, citation number #14957064

Per General Rules and Regulations Section **5.1.1** *“The speed limit on all roads within BBV is 20 MPH. Violators will be subject to citations.”* **5.1.1 b)** *“Automated speed signs and speed cameras may take pictures of speed violations, which may result in a mailed citation.”* **5.1.2 d.)** The violations of the traffic code of BBV are *“Speeding – per fine schedule”*.

The fine levied for these citations is a total of \$100.00.

Sincerely,

BBVCC Board of Directors

Zoom Meeting information:

Meeting ID: 88586569122

Password: 8055

Phone In: 1-253-215-8782

Justine Brooks

From: Lynda O'Neall <lynjulan5@gmail.com>
Sent: Monday, May 4, 2026 4:04 PM
To: Justine Brooks
Subject: EXTERNALSpeeding tickets

Follow Up Flag: Follow up
Flag Status: Flagged

EXTERNAL Email.

Hi Justine,

My name is Lynda O'Neall I live at 8225 Salish Ln, Blaine, WA 98230.

I have my house up for sale and on May 3 my realtor had a open house. One realtor was at the mobile home and my realtor was at the gate escorting people to my home. The guard (Gate keeper) told my Realtor that she didn't need to escort the clients back to the gate for them to just drive out when they were done.

Anyway they were caught speeding by our cameras and I was issued tickets for two speeders. I feel the guard should have to pay for giving her false information.

I want to present my case to the next board meeting.

Sincerely Lynda O'Neall



8055 Cowichan Road
Blaine, WA 98230
Office: 360-371-7744
Fax: 360-371-3254
www.bbvcc.com

CITATION

May 3, 2026

Lynda O'Neall
8225 Salish Lane
Blaine WA 98230

Re: 8225 Salish Lane

Dear Lynda O'Neall,

In an ongoing effort to keep our community standards consistent and safe for everyone, the management team, under the direction of the Board of Directors must ensure that all residents are complying with the BBVCC governing documents.

You have been cited for speeding 26-30 mph. Your speed was clocked at 26 mph. Speed Notice #: 150541510, Honda Odyssey, Plate #: HPJ484.

A fine of \$100 has been accrued. You have 30 days to pay your fine or you may request a hearing within 14 days. Be mindful of your speed in the future. Further offenses will result in escalating fines.

You may request a hearing on this matter before the Board of Directors within 14 days of this notice. While the fine and/or fees has been accrued on your account, it will be payable after the 14 days has lapsed and/or after the hearing with the Board of Directors is held.

If you are a Property Owner and the alleged violation was done by a renter or a guest, you may also submit a hearing request as you will ultimately be responsible for any charges that may be assessed on the Property.

Thank you for your time and attention.

Sincerely,

BBV MANAGEMENT

General Rules and Regulations 5.1.1 The speed limit on all roads within BBV is 20 MPH. Violators will be subject to citations.



SPEED NOTICE # 150541510

Date: 2026-05-03 11:40:24
5671, Salish Road, Blaine, Washington, United States, 98230

Birch Bay Village Community Club is committed to upholding the Covenants, Conditions and Restrictions of the Homeowners Association - Speed being one of them.

This letter indicates that a vehicle registered to you at this address was significantly exceeding the posted 20 MPH speed limit as shown below. **As per Appendix A - Schedule of fines, a fine of \$100.00 has been assessed.**

Location of Speed Camera

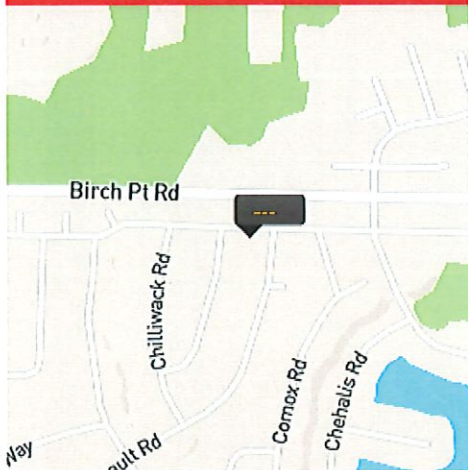


Photo Evidence



Vehicle Information

		Speed Limit:	20 mph
Location	5671 Salish Road	License plate	HPJ484
Date / time:	2026-05-03 11:40:24	Actual Speed:	26 mph

Safety is paramount in our community. We request that you, or whoever was driving this vehicle, observe the 20 MPH posted speed limit. We appreciate your cooperation in this matter.

Feel free to direct any questions or concerns to our Compliance Team - at: compliance@bbvcc.com

Very Truly Yours,
BBVCC



8055 Cowichan Road
Blaine, WA 98230
Office: 360-371-7744
Fax: 360-371-3254
www.bbvcc.com

CITATION

May 2, 2026

Lynda O'Neall
8225 Salish Lane
Blaine WA 98230

Re: 8225 Salish Lane

Dear Lynda O'Neall,

In an ongoing effort to keep our community standards consistent and safe for everyone, the management team, under the direction of the Board of Directors must ensure that all residents are complying with the BBVCC governing documents.

You have been cited for speeding 26-30 mph. Your speed was clocked at 26 mph. Speed Citation #: 150427104, White Lexus RX350, Plate #: CHG9431.

A fine of \$100 has been accrued. You have 30 days to pay your fine or you may request a hearing within 14 days. Be mindful of your speed in the future. Further offenses will result in escalating fines.

You may request a hearing on this matter before the Board of Directors within 14 days of this notice. While the fine and/or fees has been accrued on your account, it will be payable after the 14 days has lapsed and/or after the hearing with the Board of Directors is held.

If you are a Property Owner and the alleged violation was done by a renter or a guest, you may also submit a hearing request as you will ultimately be responsible for any charges that may be assessed on the Property.

Thank you for your time and attention.

Sincerely,

BBV MANAGEMENT

General Rules and Regulations 5.1.1 The speed limit on all roads within BBV is 20 MPH. Violators will be subject to citations.



SPEED NOTICE # 150427104

Date: 2026-05-01 18:31:53
5671, Salish Road, Blaine, Washington, United States, 98230

Birch Bay Village Community Club is committed to upholding the Covenants, Conditions and Restrictions of the Homeowners Association - Speed being one of them.

This letter indicates that a vehicle registered to you at this address was significantly exceeding the posted 20 MPH speed limit as shown below. **As per Appendix A - Schedule of fines, a fine of \$100.00 has been assessed.**

Location of Speed Camera

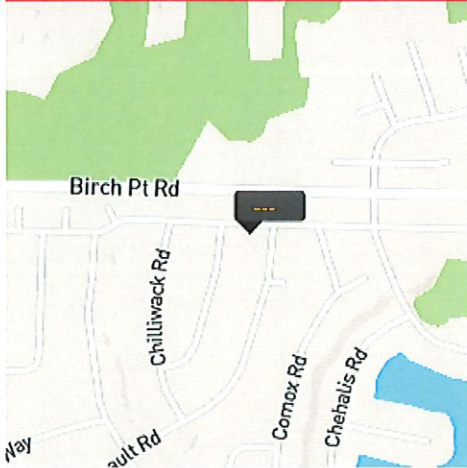


Photo Evidence



Vehicle Information

Speed Limit:	20 mph		
Location	5671 Salish Road	License plate	CHG9431
Date / time:	2026-05-01 18:31:53	Actual Speed:	26 mph

Safety is paramount in our community. We request that you, or whoever was driving this vehicle, observe the 20 MPH posted speed limit. We appreciate your cooperation in this matter.

Feel free to direct any questions or concerns to our Compliance Team - at: compliance@bbvcc.com

Very Truly Yours,
BBVCC



NOTICE
Public Hearing - Ticket

May 14, 2026

Lynda O'Neill
8225 Salish Lane
Blaine, WA 98230

RE: Speeding Citation

Dear Lynda,

Your request for a hearing with the Birch Bay Village Board of Directors is scheduled for May 21, 2026. The hearing will start between 5 pm and 5:30 pm at the Clubhouse 8181 Cowichan Rd., Blaine WA 98230 or via Zoom if you do not wish to attend in person. You will have 10 minutes to present your case, 10 minutes for the Board to ask questions and 3 minutes to close. The Board will send a letter with their decision after the meeting.

This hearing is in regard to the speeding citation(s) issued on

May 1, 2026, citation number # 15047104
May 3, 2026, citation number #150541510

Per General Rules and Regulations Section **5.1.1** “*The speed limit on all roads within BBV is 20 MPH. Violators will be subject to citations.*” **5.1.1 b)** “*Automated speed signs and speed cameras may take pictures of speed violations, which may result in a mailed citation.*” **5.1.2 d.)** The violations of the traffic code of BBV are “*Speeding – per fine schedule*”.

The fine levied for these citations is a total of \$200.00.

Sincerely,

BBVCC Board of Directors

Zoom Meeting information:

Justine Brooks

From: BBVCC Board
Sent: Friday, May 8, 2026 4:16 PM
To: Kristin Lowell; Justine Brooks
Subject: Re: EXTERNALRe: EXTERNALRe: Speed citations hearing sought

Hi Justine,

I think you already have Kristin on the board agenda for a hearing?

Bob

From: Kristin Lowell <krislowell77@gmail.com>
Sent: Thursday, May 7, 2026 8:45 PM
To: BBVCC Board <BBVBoard@bbvcc.com>
Subject: EXTERNALRe: EXTERNALRe: Speed citations hearing sought

EXTERNAL Email.

Hello Bob

Thank you for providing the supporting documentation and directing me to the Rules and Regulations. I would appreciate confirmation that my hearing request has been received and will be scheduled. I would also appreciate clarification regarding how and when the current Rules and Regulations and Appendix A Schedule of Fines, approved 1/23/2025, were furnished to members following Board approval.

Kind regards,
Kristin Lowell
8254 Salish Ln,

On Thu, May 7, 2026 at 7:33 AM BBVCC Board <BBVBoard@bbvcc.com> wrote:

Hi Kristin,

Your notice of speed violation should include the details you requested.

The fines schedules and other policies related to speeding can be found on our website.

https://bbvcc.com/wp-content/uploads/2025/03/BBVCC-General-Rules-and-Regulations_Final-Board-Approved-Updated-1-23-2025-Final-1.pdf

Sincerely, Bob
BBV Secretary

From: Kristin Lowell <krislowell77@gmail.com>
Sent: Monday, May 4, 2026 12:07 PM
To: BBVCC Board <BBVBoard@bbvcc.com>
Subject: EXTERNALRe: Speed citations hearing sought

EXTERNAL Email.

Good afternoon,

I am requesting a hearing on the cited violations and would appreciate receiving the supporting documentation in advance, including the date and time of each alleged violation, any associated evidence (photos/camera time/date stamp), and the applicable fine schedule and enforcement procedures. Please also provide the date the current Schedule of Fines (Appendix A) was formally adopted and how and when it was furnished to members. I'm sure this information is readily available and will help ensure a productive and efficient hearing.

Kind Regards,

Kristin Lowell

On Mon, May 4, 2026 at 2:03 PM Kristin Lowell <krislowell77@gmail.com> wrote:

Good afternoon

I received the attached citations, and I request a hearing with the Board.

Please let me know what to do to get on the next Board agenda.

Kind Regards,

Kristin Lowell
8254 Salish Ln, Blaine, WA 98230

PDF

[CITATION.docx-a7c816c1-14af-4cf0-a069-c7929f93e89a.pdf](#)

PDF

[CITATION.docx-b84c9b7e-37fb-4227-8d46-ddde7c5bb0d9.pdf](#)

PDF

[CITATION.docx-f6140017-e71e-4acb-8aa8-ca376ac98cc0.pdf](#)



8055 Cowichan Road
Blaine, WA 98230
Office: 360-371-7744
Fax: 360-371-3254
www.bbvcc.com

CITATION

May 3, 2026

Kristin Lowell
8254 Salish Lane
Blaine WA 98230

Re: 8254 Salish Lane

Dear Kristin Lowell,

In an ongoing effort to keep our community standards consistent and safe for everyone, the management team, under the direction of the Board of Directors must ensure that all residents are complying with the BBVCC governing documents.

You have been cited for speeding 26-30 mph. Your speed was clocked at 28 mph. Speed Notice #: 150428192, Black 2008 Acura TSX, Plate #: CPT4715.

A fine of \$100 has been accrued. You have 30 days to pay your fine or you may request a hearing within 14 days. Be mindful of your speed in the future. Further offenses will result in escalating fines.

You may request a hearing on this matter before the Board of Directors within 14 days of this notice. While the fine and/or fees has been accrued on your account, it will be payable after the 14 days has lapsed and/or after the hearing with the Board of Directors is held.

If you are a Property Owner and the alleged violation was done by a renter or a guest, you may also submit a hearing request as you will ultimately be responsible for any charges that may be assessed on the Property.

Thank you for your time and attention.

Sincerely,

BBV MANAGEMENT

General Rules and Regulations 5.1.1 The speed limit on all roads within BBV is 20 MPH. Violators will be subject to citations.



SPEED NOTICE # 150428192

Date: 2026-05-01 18:51:19
5671, Salish Road, Blaine, Washington, United States, 98230

Birch Bay Village Community Club is committed to upholding the Covenants, Conditions and Restrictions of the Homeowners Association - Speed being one of them.

This letter indicates that a vehicle registered to you at this address was significantly exceeding the posted 20 MPH speed limit as shown below. **As per Appendix A - Schedule of fines, a fine of \$100.00 has been assessed.**

Location of Speed Camera

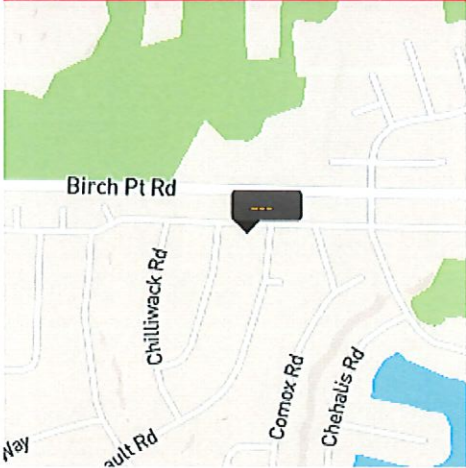


Photo Evidence



Vehicle Information

Speed Limit:	20 mph
Location	5671 Salish Road
License plate	CPT4715
Date / time:	2026-05-01 18:51:19
Actual Speed:	28 mph

Safety is paramount in our community. We request that you, or whoever was driving this vehicle, observe the 20 MPH posted speed limit. We appreciate your cooperation in this matter.

Feel free to direct any questions or concerns to our Compliance Team - at: compliance@bbvcc.com

Very Truly Yours,
BBVCC



8055 Cowichan Road
Blaine, WA 98230
Office: 360-371-7744
Fax: 360-371-3254
www.bbvcc.com

CITATION

May 3, 2026

Kristin Lowell
8254 Salish Lane
Blaine WA 98230

Re: 8254 Salish Lane

Dear Kristin Lowell,

In an ongoing effort to keep our community standards consistent and safe for everyone, the management team, under the direction of the Board of Directors must ensure that all residents are complying with the BBVCC governing documents.

You have been cited for speeding 26-30 mph. Your speed was clocked at 29 mph. Speed Notice #: 150466902, Black 2008 Acura TSX, Plate #: CPT4715.

A fine of \$100 has been accrued. You have 30 days to pay your fine or you may request a hearing within 14 days. Be mindful of your speed in the future. Further offenses will result in escalating fines.

You may request a hearing on this matter before the Board of Directors within 14 days of this notice. While the fine and/or fees has been accrued on your account, it will be payable after the 14 days has lapsed and/or after the hearing with the Board of Directors is held.

If you are a Property Owner and the alleged violation was done by a renter or a guest, you may also submit a hearing request as you will ultimately be responsible for any charges that may be assessed on the Property.

Thank you for your time and attention.

Sincerely,

BBV MANAGEMENT

General Rules and Regulations 5.1.1 The speed limit on all roads within BBV is 20 MPH. Violators will be subject to citations.



SPEED NOTICE # 150466902

Date: 2026-05-02 08:53:27
5671, Salish Road, Blaine, Washington, United States, 98230

Birch Bay Village Community Club is committed to upholding the Covenants, Conditions and Restrictions of the Homeowners Association - Speed being one of them.

This letter indicates that a vehicle registered to you at this address was significantly exceeding the posted 20 MPH speed limit as shown below. **As per Appendix A - Schedule of fines, a fine of \$100.00 has been assessed.**

Location of Speed Camera

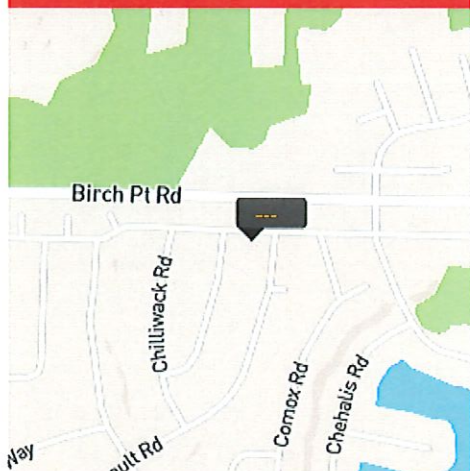


Photo Evidence



Vehicle Information

Location	5671 Salish Road	Speed Limit:	20 mph
Date / time:	2026-05-02 08:53:27	License plate	CPT4715
		Actual Speed:	29 mph

Safety is paramount in our community. We request that you, or whoever was driving this vehicle, observe the 20 MPH posted speed limit. We appreciate your cooperation in this matter.

Feel free to direct any questions or concerns to our Compliance Team - at: compliance@bbvcc.com

Very Truly Yours,
BBVCC



8055 Cowichan Road
Blaine, WA 98230
Office: 360-371-7744
Fax: 360-371-3254
www.bbvcc.com

CITATION

May 3, 2026

Kristin Lowell
8254 Salish Lane
Blaine WA 98230

Re: 8254 Salish Lane

Dear Kristin Lowell,

In an ongoing effort to keep our community standards consistent and safe for everyone, the management team, under the direction of the Board of Directors must ensure that all residents are complying with the BBVCC governing documents.

You have been cited for speeding 26-30 mph. Your speed was clocked at 26 mph. Speed Notice #: 150493229, Black 2008 Acura TSX, Plate #: CPT4715.

A fine of \$100 has been accrued. You have 30 days to pay your fine or you may request a hearing within 14 days. Be mindful of your speed in the future. Further offenses will result in escalating fines.

You may request a hearing on this matter before the Board of Directors within 14 days of this notice. While the fine and/or fees has been accrued on your account, it will be payable after the 14 days has lapsed and/or after the hearing with the Board of Directors is held.

If you are a Property Owner and the alleged violation was done by a renter or a guest, you may also submit a hearing request as you will ultimately be responsible for any charges that may be assessed on the Property.

Thank you for your time and attention.

Sincerely,

BBV MANAGEMENT

General Rules and Regulations 5.1.1 The speed limit on all roads within BBV is 20 MPH. Violators will be subject to citations.



SPEED NOTICE # 150493229

Date: 2026-05-02 16:04:41
5671, Salish Road, Blaine, Washington, United States, 98230

Birch Bay Village Community Club is committed to upholding the Covenants, Conditions and Restrictions of the Homeowners Association - Speed being one of them.

This letter indicates that a vehicle registered to you at this address was significantly exceeding the posted 20 MPH speed limit as shown below. **As per Appendix A - Schedule of fines, a fine of \$100.00 has been assessed.**

Location of Speed Camera

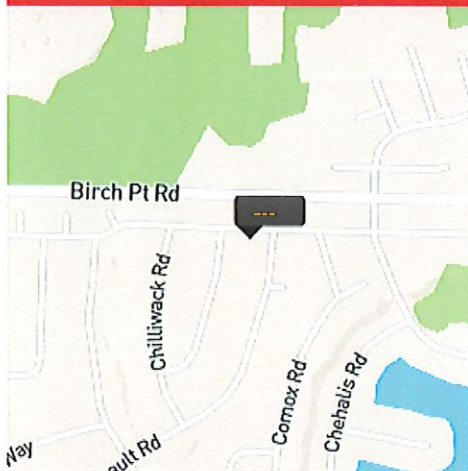


Photo Evidence



Vehicle Information

Speed Limit:	20 mph		
Location	5671 Salish Road	License plate	CPT4715
Date / time:	2026-05-02 16:04:41	Actual Speed:	26 mph

Safety is paramount in our community. We request that you, or whoever was driving this vehicle, observe the 20 MPH posted speed limit. We appreciate your cooperation in this matter.

Feel free to direct any questions or concerns to our Compliance Team - at: compliance@bbvcc.com

Very Truly Yours,
BBVCC



8055 Cowichan Road
Blaine, WA 98230
Office: 360-371-7744
Fax: 360-371-3254
www.bbvcc.com

CITATION

May 3, 2026

Kristin Lowell
8254 Salish Lane
Blaine WA 98230

Re: 8254 Salish Lane

Dear Kristin Lowell,

In an ongoing effort to keep our community standards consistent and safe for everyone, the management team, under the direction of the Board of Directors must ensure that all residents are complying with the BBVCC governing documents.

You have been cited for speeding in excess of 20 mph. Your speed was clocked at 25 mph. Speed Noticed #: 150533456, Black 2008 Acura TSX, Plate #: CPT4715.

A fine of \$75 has been accrued. You have 30 days to pay your fine or you may request a hearing with the Board within 14 days. Be mindful of your speeds in the future. Further offenses may result in escalated fines.

You may request a hearing on this matter before the Board of Directors within 14 days of this notice. While the fine and/or fees has been accrued on your account, it will be payable after the 14 days has lapsed and/or after the hearing with the Board of Directors is held.

If you are a Property Owner and the alleged violation was done by a renter or a guest, you may also submit a hearing request as you will ultimately be responsible for any charges that may be assessed on the Property.

Thank you for your time and attention.

Sincerely,

BBV MANAGEMENT

General Rules and Regulations 5.1.1 The speed limit on all roads within BBV is 20 MPH. Violators will be subject to citations.



SPEED NOTICE # 150533456

Date: 2026-05-03 09:11:27
5671, Salish Road, Blaine, Washington, United States, 98230

Birch Bay Village Community Club is committed to upholding the Covenants, Conditions and Restrictions of the Homeowners Association - Speed being one of them.

This letter indicates that a vehicle registered to you at this address was exceeding the posted 20 MPH speed limit as shown below. **As per appendix A-schedule of fines, a fine of \$75.00 has been assessed.**

Location of Speed Camera

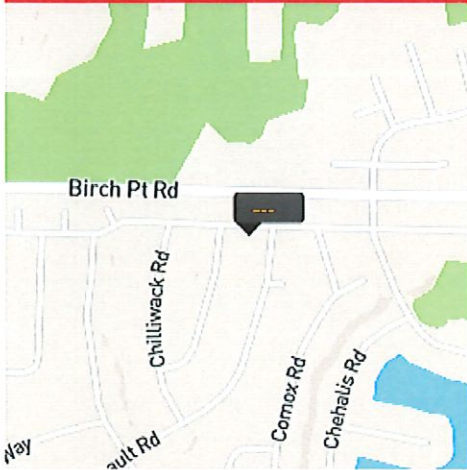


Photo Evidence



Vehicle Information

Location

5671 Salish Road

Date / time:

2026-05-03 09:11:27

Speed Limit:

20 mph

License plate

CPT4715

Actual Speed:

25 mph

Safety is paramount in our community. We request that you, or whoever was driving this vehicle, observe the 20 MPH posted speed limit. We appreciate your cooperation in this matter.

Feel free to direct any questions or concerns to our Compliance Team - at: compliance@bbvcc.com

Very Truly Yours,
BBVCC



NOTICE
Public Hearing - Ticket

May 14, 2026

Kristin Lowell
8254 Salish Lane
Blaine, WA 98230

RE: Speeding Citation

Dear Kristin,

Your request for a hearing with the Birch Bay Village Board of Directors is scheduled for May 21, 2026. The hearing will start between 5 pm and 5:30 pm at the Clubhouse 8181 Cowichan Rd., Blaine WA 98230 or via Zoom if you do not wish to attend in person. You will have 10 minutes to present your case, 10 minutes for the Board to ask questions and 3 minutes to close. The Board will send a letter with their decision after the meeting.

This hearing is in regard to the speeding citation(s) issued on
May 1, 2026, citation number #150428192
May 2, 2026, citation number #150466902
May 2, 2026, citation number # 150493229
May 3, 2026, citation number # 150533456

Per General Rules and Regulations Section **5.1.1** “*The speed limit on all roads within BBV is 20 MPH. Violators will be subject to citations.*” **5.1.1 b)** “*Automated speed signs and speed cameras may take pictures of speed violations, which may result in a mailed citation.*” **5.1.2 d.)** The violations of the traffic code of BBV are “*Speeding – per fine schedule*”.

The fine levied for these citations is a total of \$375.00.

Sincerely,

BBVCC Board of Directors

Zoom Meeting information:

Meeting ID: 88586569122

Password: 8055

Phone In: 1-253-215-8782



BOARD OF DIRECTORS MEETING MINUTES

ASSOCIATION NAME: Birch Bay Village Community Club

DATE AND LOCATION: April 23, 2026

I. CALLED TO ORDER AT: 2:00 PM by David Wilbrecht.

II. ROLL CALL - BOARD MEMBERS PRESENT (check box):

<input checked="" type="checkbox"/> David Wilbrecht	<input checked="" type="checkbox"/> Mathue Totten	<input checked="" type="checkbox"/> Dan Nedved
<input checked="" type="checkbox"/> Bob Whale	<input checked="" type="checkbox"/> Dave Owen	<input checked="" type="checkbox"/> Randy Ambuehl
<input checked="" type="checkbox"/> Bev Franklin		

STAFF MEMBERS: David Franklin, General Manager, Justine Brooks, Assistant General Manager and Amy Ashby, Executive Coordinator.

COMMUNITY MEMBERS PRESENT: There were 13 people in person and 8 people via Zoom.

CONFIRM QUORUM: David Wilbrecht and David Franklin announced a quorum achieved.

III. ADOPTION OF AGENDA

MOTION TO: Approved the agenda.

MOTION BY: Mathue Totten

SECONDED BY: Bob Whale

APPROVED: X NOT APPROVED:

TABLED:

DIED:

IN FAVOR: 7

OPPOSED: 0

ABSTAINED:

IV. HOMEOWNER PRESENTATIONS

Ron Snyder thanked the Board for approving fishing in the lakes and was excited to introduce the putting golf program from the Golf Committee later in the meeting.

V. HEARINGS

1. 001-046

Kira Iaconetti explained that she was running late to an audition in Seattle. It was a first-time offense and she was asking for grace while also accepting responsibility.

2. 013-009

Jacques Meijsen presented information regarding his driving pattern with shifting from automatic into manual and with the hills and corners that is how he believes he was caught for speeding. Jacques does stated he this was his first time offense and was asking for a reduction.

3. 003-013

Preston Bouma asked questions about the calibration of the speed camera and the General Manager confirmed it is calibrated and guaranteed by the company. Preston explained he had citations in the past and has shared with all family and friends not to speed. These citations were with in a short period of time and all at 26 MPH. He asked for a reduction in fines.

VI. CONSENT AGENDA

a. Approval of March 19, 2026 Board Meeting Minutes

b. ACC- Minutes of March 3, 2026

- c. Lakes and Drainage – Minutes of March 2, 2026
- d. Safety & Security – Minutes of March 9, 2026
- e. Golf Committee – Minutes from March 13, 2026
- f. Finance Committee – Minutes of March 25, 2026
- g. Marina Committee – Minutes of March 24, 2026
- h. 64.90 Task Force – No March Minutes
- i. Operations Report Review
- j. Action Item List Review

MOTION TO: Approve consent agenda except for item F and I

MOTION BY: Bob Whale SECONDED BY: Bev Franklin
 APPROVED: X NOT APPROVED: TABLED: DIED:

IN FAVOR: 7 OPPOSED: 0 ABSTAINED:

The Board discussed item F as there were questions regarding some missing information and the General Manager explained it was during a transition period between bookkeepers which has since been cleaned up and accounted for. The Board moved on to discuss item i which brought up concerns about speeding on Quinault.

MOTION TO: Approve items F and I

MOTION BY: Dave Owen SECONDED BY: Bob Whale
 APPROVED: X NOT APPROVED: TABLED: DIED:

IN FAVOR: 7 OPPOSED: 0 ABSTAINED:

VII. FINANCIAL REPORTS –

The Board discussed financial issues, with Dave raising concerns about unrecorded bills totaling \$45,000 and missing golf pro shop income. The General Manager explained these were due to a transition between bookkeepers, members of the Finance Committee confirmed the situation is being addressed with Sue working diligently to clean up the records. The Finance Committee reviewed 2025 financials and found they had more questions, with plans to send them to auditors by the end of May.

VIII. OLD BUSINESS AND VOTING AS NECESSARY

a. ACC Recommended AR&R Rule Revision Review

The Board discussed removing a 35-foot height setback rule for trees, plants, and shrubs near lakes and golf courses. Most board members expressed concerns about inconsistency regarding the rule. A homeowner presented information regarding her lot that violates the current rule due to Whatcom County requirements as they were required to plant trees well over 4ft tall. After debate, and after discussing the comments received from the community, the Board voted to remove the rule in place, with a preference for self-compliance and neighbor negotiations rather than formal enforcement moving forward.

MOTION TO: To remove paragraph C in 5.9.7 from the current AR&R's and eliminate the 4-foot height restrictions for trees, hedges and other vegetation.

MOTION BY: Dave Owen SECONDED BY: Randy Ambuehl
 APPROVED: X NOT APPROVED: TABLED: DIED:

IN FAVOR: 4 OPPOSED: 3 ABSTAINED:

b. Golf Course Irrigation from Kwann Lake

The General Manager stated a meeting would take place tomorrow with the company to discuss options for irrigation however this company has been inconsistent in the past and has suggested to staff that other companies should be considered. Concerns regarding Kwann Lake and the golf course needing water at the same time during the summer were discussed.

c. Other

None at this time.

IX. NEW BUSINESS AND VOTING AS NECESSARY

a. Election Information

The General Manager presented that there are financial matters to vote on at the next Annual General Meeting. It is required that the content of this packet be distributed to homeowners.

MOTION: to approve the Annual General Meeting packet.

MOTION BY: Bev Franklin SECONDED BY: David Welbrecht
 APPROVED: X NOT APPROVED: TABLED: DIED:
 IN FAVOR: 7 OPPOSED: 0 ABSTAINED:

b. Committee Recommendations

i. Finance Recommendation

Dan presented the recommendation to publish delinquent accounts (over \$3,000 and 90+ days past due) with lot numbers and dollar amounts, noting that this is done in other Communities.

MOTION: to approve posting 90 days past due or \$3,000 past due accounts by lot number.

MOTION BY: Bev Franklin SECONDED BY: Dan Nedved
 APPROVED: X NOT APPROVED: TABLED: DIED:
 IN FAVOR: 6 OPPOSED: 1 ABSTAINED:

ii. Golf Course Proposal

The meeting discussed three potential new programs for the golf course. Ernie Hutchins proposed an adult golf program with 5 weekly lessons, similar to the existing junior camp. The second proposal was a walking program on Tuesdays, Wednesdays, and Thursdays mornings, though details about managing golfers and walkers on the same course still needed to be worked out. Ron Snyder and Kathy Taggart presented a third proposal for a putting-only program, which would allow non-golfers to use the course with simplified equipment and lower costs, potentially increasing community engagement and support for the golf course.

The Board discussed pros and cons to additional golf programs. Concerns were raised about safety, particularly regarding maintenance activities and out-of-bounds homes, as well as the need for clear protocols to manage non-member access to the course. While the board expressed support for moving forward with these initiatives, they agreed that specific safety and access protocols need to be documented and addressed before the next meeting.

MOTION: To approve all 3 programs presented with the Golf Committee and Pro Shop to work collaboratively to determine pricing and a long term plan for the adult program to appropriately document security and gate access details.

MOTION BY: Bev Franklin SECONDED BY: Randy Ambuehl
 APPROVED: X NOT APPROVED: Tabled: DIED:
 IN FAVOR: 7 OPPOSED: 0 ABSTAINED:

iii. Marina Committee Request

The board also discussed a Marina Committee request to cover dock captains under the DNO insurance policy, with the committee planning to finalize dock captain duties and bring them forward for board recognition as volunteers. The Marina Committee chairman was unable to attend the meeting, but the board was informed that proper documentation and insurance coverage would help protect volunteer dock captains from liability.

iv. 64.90 Task Force Member Recommendation

MOTION: to approve Llew Johnson as a member of the 64.90 Task Force

MOTION BY: Bob Whale SECONDED BY: Mathue Totten
 APPROVED: X NOT APPROVED: Tabled: DIED:
 IN FAVOR: 7 OPPOSED: 0 ABSTAINED:

v. Board member Committee Appointment

MOTION: to appoint Bev Franklin as liaison to the ACC

MOTION BY: David Wilbrecht SECONDED BY: Dave Owen
 APPROVED: NOT APPROVED: Tabled: DIED:
 IN FAVOR: OPPOSED: ABSTAINED:

vi. There was discussion around appointing a liaison to the 64.90 Task Force, however the Board decided to wait until new Board members take office.

MOTION: to appoint _____ as liaison to the 64.90 Task Force

MOTION BY: SECONDED BY:
 APPROVED: NOT APPROVED: Tabled: DIED:
 IN FAVOR: OPPOSED: ABSTAINED:

c. Kimley Horn Community Plan Survey

The General Manager approached the Board to discuss the need for a task force or sub committee to work on the community plan. The Board expressed interest in becoming part of this task force regardless of status on their membership on the Board. It was decided that they would create a task force and mimic the charter that created the 64.90 Task Force.

d. Other

X. AUTHORIZATIONS AND RESOLUTIONS

a. Reserve Transfers – None at this time.

b. Authorization – Lighting Change Order

The General Manager presented a map of the location of changes in lighting. There was a price change from the original order.

MOTION: to approve the change of order for lighting as presented.
MOTION BY: Mathue Totten SECONDED BY: Bob Whale
APPROVED: X NOT APPROVED: TABLED: DIED:
IN FAVOR:7 OPPOSED: 0 ABSTAINED:

c. Authorization – HOA Software

This discussion was moved to executive session.

d. Authorization – Golf Ventrac Implementation

MOTION: To approve purchase of the Aerator Attachment for Ventrac
MOTION BY: Bev Franklin SECONDED BY: Mathue Totten
APPROVED: X NOT APPROVED: TABLED: DIED:
IN FAVOR: 7 OPPOSED: 0 ABSTAINED:

e. Authorization – Lakes Oxygen Tester

This was item was determined to be under the threshold requirement and motion was not needed.

f. Resolution – WUCIOA – 64.90 Adoption

This resolution came from the attorney and has been recommended to be adopted by the Board.

MOTION: to adopt 64.90 resolution provided by the attorney.
MOTION BY: Mathue Totten SECONDED BY: Randy Ambuehl
APPROVED: X NOT APPROVED: TABLED: DIED:
IN FAVOR:7 OPPOSED: 0 ABSTAINED:

g. Other

XI. DIRECTORS COMMENTS

None at this time.

XII. PARKING LOT

- a.** Community Mission and Vision Statement -Board Retreat September 3rd
- b.** Committee Mission Statements
- c.** Marina Dock Captains Safety and Compliance Checklist
- d.** Golf Course Irrigation from Kwann Lake
- e.** BBV Safety Manual
- f.** North Fence Cleanup

XIII. EXECUTIVE SESSION

MOTION TO: move into executive session at 3:59 pm to discuss personnel matters, possible violations of governing documents and possible legal issues.
MOTION BY: David Wilbrecht SECONDED BY: Bev Franklin
APPROVED: X NOT APPROVED: TABLED: DIED:
IN FAVOR: 7 OPPOSED: 0 ABSTAINED:

The Board moved out of executive session at 4:55 pm.

MOTION TO: reduce speed citation 001-046 and 013-009 by 50% and reduce speed citations 003-013 to \$200 (one citation for each vehicle at 003-013).

MOTION BY: Mathue Totten SECONDED BY: Bob Whale
APPROVED: X NOT APPROVED: TABLED: DIED:
IN FAVOR: 7 OPPOSED: 0 ABSTAINED:

MOTION TO: authorize management to waive 1st time speeding by 50% if speed is less than 28 MPH.

MOTION BY: David Wilbrecht SECONDED BY: Bev Franklin
APPROVED: X NOT APPROVED: TABLED: DIED:
IN FAVOR: 7 OPPOSED: 0 ABSTAINED:

MOTION: To purchase and install NorthStar Software.

MOTION BY: David Wilbrecht SECONDED BY: Bob Whale
APPROVED: X NOT APPROVED: TABLED: DIED:
IN FAVOR: 7 OPPOSED: 0 ABSTAINED:

XIV. ADJOURNMENT

a. The meeting was adjourned at 5:01 pm.

MOTION TO: adjourn

MOTION BY: Dave Owen SECONDED BY: David Wilbrecht
APPROVED: X NOT APPROVED: TABLED: DIED:
IN FAVOR: 7 OPPOSED: 0 ABSTAINED:

Minutes Approved By: _____
Board Secretary

BBVCC
 ARCHITECTURAL CONTROL COMMITTEE
 Meeting Minutes
 April 7, 2026 at 10:00AM

Committee Members Present		
Michael Stringam, Chair	Bob Whale, Board Liaison	Lisa Guthrie
Rich Santi	Lyle Sieg	
Bev Franklin, Board Liaison		
Committee Members Absent		
	Kevin Ryan	
Staff Present		
	Justine Brooks, AGM	Amy Ashby, Executive Coordinator
Members Present		
	Nadine Sheppard	Jess Oman
Leanne Keel		

1. CALL TO ORDER: at 10:00 am by Michael Stringam

2. ADOPTION OF AGENDA
Motion to approve agenda with the additions of review of AR&R revision, Club & Committee business, and legal matters.
Motion by: Lisa Guthrie **Seconded by:** Lyle Sieg **Approved**

3. OPEN FORUM:
Leanne Keel- Spoke regarding the rule change and asked clarifying questions.

4. RATIFY MINUTES: March 3, 2026
Motion to approve with the addition of the vote on the rule change motion.
Motion by: Lyle Sieg **Seconded by:** Lisa Guthrie **Approved**

5. CONSENT AGENDA – Admin Approved
No Consent Agenda

6. OLD BUSINESS:
No Old Business

7. NEW BUSINESS:
 - A. 8175 Sehome Rd – Tree Removal
Motion to: Approve.
Motion by: Bob Whale **Seconded by:** Lyle Seig **Approved**

 - B. 8224 Skeena Way – Tree Removal
Motion to: Approve.
Motion by: Lisa Guthrie **Seconded by:** Lyle Seig **Approved**

 - C. 5776 Nakat Way – Tree - Hedge Removal
Motion to: Approve
Motion by: Bev Franklin **Seconded by:** Lisa Guthrie **Approved**

BBVCC
ARCHITECTURAL CONTROL COMMITTEE
Meeting Minutes
April 7, 2026 at 10:00AM

D. 5511 Sehome Court - Pergola

Motion to: Deny due to site plan needing more details on setbacks. An ACC member can assist with getting it corrected if needed.

Motion by: Lisa Guthrie **Seconded by:** Lyle Seig **Approved**

E. 8237 Cowichan Rd – Landscaping/hardscaping/lighting

Motion to: Approve contingent upon getting a revised site plan that complies with AR&R 5.9.4 a, d, and prohibited uses of the right of way.

Motion by: Lisa Guthrie **Seconded by:** Bev Franklin **Approved**

8. ADDITIONAL ITEMS DISCUSSION:

- **New Executive Coordinator Introduction**

Justine introduced Amy Ashby as the new Executive Coordinator and that she would be handling all the committee meetings and the Board meetings as well as other administrative work. Amy worked at Double R Ranch and has HOA experience.

- **ACC Workshop discussion**

The committee discussed the AR&R change, removal of 5.9.7 (c) and asked about the comments that came in. Bev questioned the removal of this rule due shoreline restrictions with Whatcom County. Leanne Keel, who lives on the golf course, had specific concerns about tree growth with the root systems that could potentially affect the golf cart paths. Leanne also had concerns about the removal of the rule and the additional compliance issues that may come up between neighbors.

Michael Stringam also noted that the rule change could potentially be addressed with the changes to the governing documents when updating the CC&Rs for 64.90, which the process of those changes is not progressing as quickly as anticipated.

On May 30th there will be a Clubs and Committees Fair and each Committee including the ACC will have a table that will need to be staffed by the committee and Michael passed out a sign up sheet.

Motion to: move into executive session to discuss potential legal matters.

Motion by: Lisa Guthrie **Seconded by:** Bob Whale **Approved**

The Committee came out of executive session with no actions taken.

The Committee discussed the bulletin and the need to ensure that the correct applications are being used as there have been old applications being submitted for projects.

BBVCC
ARCHITECTURAL CONTROL COMMITTEE
Meeting Minutes
April 7, 2026 at 10:00AM

ADJOURNMENT:

Motion to adjourn at 11:10 am

Motion by: Bob Whale

Seconded by: Lyle Sieg

Approved

DRAFT

BBVCC
Lakes and Drainage Committee Minutes
April 6, 2026 at 5:00PM

Committee Members Present		
Bill Reilly	Betsy Just (Advisory)	Dave Carpenter
David Scheirman	Jack Dyrland	Jon Hall, Chair
Gwynne Briggs	Eddie Wood	Mathue Totten, Board Liaison
Committee Members Absent		
Staff Present		
	Justine Brooks, AGM	David Franklin, GM
	Amy Ashby	Bobby Hoffer
Members Present		
	Scott Tobiason	Ron Synder & Cathy Taggett

- I. **CALL TO ORDER:** at 5:01 pm by Jon Hall, acting chair.

- II. **Ratify Minutes:** March 2, 2026
Motion to approve with minor approved edits.
Motion by: David Scheirman **Seconded by:** Bill Reilly **Approved**

- III. **Adoption of Agenda**
Motion to approve agenda
Motion by: Bill Reilly **Seconded by:** David Scheirman **Approved**

- IV. **Visitor Comments and Suggestions**
 Scott Tobiason introduced himself and provided background of why he was at the meeting and past knowledge work with lakes and water testing.

- V. **Committee of the Whole**
A. Review Status of Committee Members/Officers
 New member status Eddie Wood- Board unanimously approved his membership.

- VI. **Subcommittee Reports**
Biological Management Subcommittee
 The subcommittee reported that testing results showed phosphorus levels below detectable limits of 50 parts per billion, with water temperatures also below 50 degrees. The discussion highlighted concerns about the lab's handling of low detection limits and the importance of proper sample handling and refrigeration methods. The group also discussed upcoming duckweed treatment scheduled for mid-March using the product **Sonar**.

There was discussion regarding changes to an ecology permit for aquatic plant and algae management, specifically regarding lanthanum treatment monitoring requirements. The permit requires pre-treatment and post-treatment sampling, but the guidance provided by the state is insufficient for properly conducting the necessary testing. The concern being that requirements effectively transfer research responsibility onto the organization rather than having the Department of Ecology conduct the research themselves. The group discussed the potential need

BBVCC
Lakes and Drainage Committee Minutes
April 6, 2026 at 5:00PM

for consulting engineering help and considered pushing back on Ecology to request better-defined testing protocols before proceeding with the lanthanum treatment project.

The group determined that APEX lab is the only accredited facility for lanthanum testing in the region, and discussed the possibility of hiring a consultant like Wilson Engineering to assist with the technical aspects of sampling and filtration. This testing raised concerns regarding costs and could become quite high and take time. The committee may need to be prepared to come up with a backup plan if the timeline for treatment needs to be pushed back from testing requirements. The group decided to explore working with Apex for testing and potentially setting them up as a vendor, though they also considered issuing a Request For Proposal to compare options from multiple consultants. The subcommittee agreed to meet again in one week to further discuss next steps and action items.

The subcommittee addressed the purchase of a Hanna model dissolved oxygen meter (HI 98194) and discussed other various options and their capabilities. The committee emphasized that this purchase would allow for additional testing requirements including conductivity, pH, and temperature monitoring.

Motion to: recommend to the Board to authorize the purchase of a Hanna model HI98194 Dissolved Oxygen Meter.

Motion by: Bill Reilly

Seconded by: Dave Carpenter

Approved

Hydrologic Control Subcommittee

The Hydrologic Control Subcommittee discussed updates on engineering projects and stormwater management. Cascade Engineering is continuing work on replacing Corrugated Metal Pipes, while a new engineering company, Freeland & Associates, will handle lower gate area projects. The subcommittee also addressed scheduling a community meeting about stormwater management.

Flood Monitoring, Preparation, and Response Subcommittee

The subcommittee presented the plan to remove the pump in the next few weeks and had no flooding issues to report.

Education Subcommittee

The group discussed fishing regulations for private ponds within Birch Bay Village, with particular focus on whether state jurisdiction applies.

Ron Tagget presented on barbless fishing hooks, explaining the benefits of using barbless hooks for fish survival and demonstrating how to modify hooks to be barbless. He and Kathy offered to teach a class on fishing techniques and equipment, including how to make hooks barbless. The group discussed signage for fishing areas, with Justine confirming that Patrick is leading the charge on signage modifications.

Development Oversight Subcommittee

There was no need for a report. Will update next month.

BBVCC
Lakes and Drainage Committee Minutes
April 6, 2026 at 5:00PM

County / Lakes Subcommittee

Bill stated that the MOU project was addressed earlier in discussion. There is a scheduled meeting for April 7, 2026 with Freeland & Associates.

New Business

No new business.

Motion to Adjourn at 6:58 pm

Motion by: Bill Reilly **Seconded by:** Dave Scheirman **Approved**

DRAFT



Birch Bay Village Community Club (BBVCC)

Standing Committee Meeting Minutes

Standing Committee Name: Safety & Security Committee
Date/Time of Meeting: April 13, 2026 at 3:00 pm
Location: Maintenance Conference Room (in person & via zoom)

Committee Members in Attendance:

<input checked="" type="checkbox"/> Mike Lubow	<input checked="" type="checkbox"/> Maureen Server (Zoom)	<input checked="" type="checkbox"/> Ron Bendschneider
<input checked="" type="checkbox"/> Billy Brown	<input checked="" type="checkbox"/> Jason McElyea	<input checked="" type="checkbox"/> Dave Owen (, BOD Liaison)
<input checked="" type="checkbox"/> David Scheirman (Chair)	<input checked="" type="checkbox"/> Michelle Ihlan	

BBVCC Staff in Attendance:

<input checked="" type="checkbox"/> David Franklin, GM	<input checked="" type="checkbox"/> Brad Stoltzenburg, Compliance	<input checked="" type="checkbox"/> Ron Rehon, Compliance
<input checked="" type="checkbox"/> Justine Brooks, Executive Secretary	<input checked="" type="checkbox"/> Amy Ashby	

Guests Present:

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1 - Call Meeting to Order: 3:01 pm

Roll Call, Quorum Present: Yes No

Approval of Agenda: Approve agenda with two additions; safety procedures for staff and committees / clubs event.

Moved by: Approved Billy Brown NOT Approved
Seconded by: Michelle Ihlan **Approved**

Approval of Minutes: February 9, 2026

Moved by: Approved Billy Brown NOT Approved
Seconded by: Michelle Ihlan **Approved**

2 – Member Presentations (3 minute max):

None

OLD BUSINESS

3 - Speed Enforcement Program

The committee discussed the speed enforcement program and compliance efforts. Compliance Officer reported the radar trailer is back from being repaired and has been relocated. The Compliance Officer discussed operation of radar cameras and speed signs, noting 34 citations were issued for speeding over 25 MPH. The committee debated the enforcement of stop sign violations, and moving away from warnings to formal citations. The discussion continued and suggested citing higher legal and financial consequences compared to speeding violations due to the higher risk of injury when running a stop sign and the significant number of observed violations at the main gate. The committee agreed to consider implementing fines for running stop signs.

4 - Emergency Exit Swing Gate

The meeting focused on updates to security and infrastructure projects. It was reported that emergency exit swing gates now swings outward and project was completed a couple weeks ago. Recently staff were informed some golf carts were having trouble with the gate due to a lower stabilizing bar, but maintenance will be able to modify that.

5 - Security Camera Installs

Regarding security camera installations, most cameras would be installed within the next couple of weeks, however some installations would be delayed by about a month due to new light poles being installed which is where the cameras will be attached. The committee discussed a decision regarding digital data transmission between the emergency gate and maintenance building, where Northwest Technology recommended using a Comcast modem instead of proposed towers due to potential line-of-sight issues with trees. The committee discussed when the time comes for the point to point where it will be placed, what structure would be used and using already established structures.

6 - Lighting Updates

Mentioned in previous discussion above. It was reported that the final phase of the lighting project (install) is about a month out.

7 - Traffic Citation Appeals

The committee discussed implementing a committee to review traffic citations and determined it was best to keep appeals with the Board. The decision-making authority is within the Board not the committee.

8- Safety Procedures for BBV Staff

The committee discussed the importance of having a safety manual and a member has created a comprehensive 24-module safety manual draft. The group agreed to review as a team before implementing, with plans to schedule a dedicated meeting to discuss and potentially modify the content to better suit Birch Bay Village's needs.

9 – BBV Security Manual

The meeting focused on reviewing a draft security manual for Birch Bay Village. The committee discussed, in detail, definitions, responsibilities, and procedures related to security and safety incidents. The discussion was ongoing regarding specific definitions and procedures, with plans to continue reviewing and editing the document in detail.

10 – Emergency Action Info/Evacuation Plan

Mike and Maureen presented plans for an emergency action information table at the upcoming Marina Safety Fair on June 6th, which will include a vendor (Prepare Smart) and representatives from the Blaine Emergency Response Team. The conversation ended with plans for a field trip to visit the gatehouse and emergency systems, followed by an announcement about an upcoming board-organized dinner on May 30th to recognize volunteer committee members.

11 – Gate Key

It was confirmed that the Entry System Workshop is at the Clubhouse on May 9th at 10:00 am.

12 – Committee Officer Appointments

There was discussion and nomination for the Vice Chair position for the committee. Billy Brown was nominated and suggested he could ask Mike Lubow be back up and support to the position as well. Both members agreed.

Motion to: Approve Billy Brown and Mike Lubow to the position of Vice Chair of the Safety and Security Committee.

Motion by: Ron Bendschneider

Seconded by: Michelle Ihlan

NEW BUSINESS

13 – BBV Incident Reports

The committee also discussed recent incident reports involving backyard fires. There was discussion regarding what's allowed and not. Incidents were addressed between Compliance Officer and neighbor discussion.

14 – Guest Lane Switch

The committee discussed concerns regarding the main gate arms malfunctioning. It was recognized this was not a new problem and there are solutions.

15 – Potential Youth Golf Card Program

David Scheirman will send a document to the committee to review before the next meeting, and this discussion will occur at the next meeting due to the length of today’s meeting.

16 – Post Meeting Field Trip

Members of the committee were invited to visit areas of the community that relate to safety and security. David Scheirman would provide a tour and they would be meeting at the main gate first.

17 – Future Topics

Dave Owen announced the volunteer committee dinner to the committee and extended an invitation to the members.

18 – Additional Items for Next meeting

None

Motion to Adjourn at 5:10 pm

Motion by: Michelle Ihlan

Seconded by: Billy Brown

Approved

Next meeting is scheduled for May 11, 2026 at 3:00pm

BBVCC
GOLF COMMITTEE
Meeting Minutes
April 14, 2026 at 1:00PM

Committee Members Present		
✓ Steve Franklin	✓ David Wilbrecht – Liaison	✓ Darrell Cowan
✓ Patricia Nitta	Don Shank	✓ Laura Bailey, Chair
Dave Schwab	✓ Craig McCallum	
Guest Members	Bill Duncan	Dori O'Dell
Ernie Hutchins	Dave Carpenter	Ron Snyder and Cathy Taggett
Staff Present		Steve Brand
Justine Brooks	David Franklin	Amy Ashby

I. CALL TO ORDER: at 1:00 pm by Laura Bailey

ADOPTION OF AGENDA

Motion to: Approve agenda with date change 2025 to 2026.

Motioned by: Patti Nitta **Seconded by:** Craig McCallum **Approved.**

RATIFY MINUTES:

Motion to: Accept March 10, 2026 minutes with date change 2025 to 2026.

Motion by: Craig McCallum **Seconded by:** Patti Nitta **Approved.**

2. MEMBERS OPEN FORUM

Ernie discussed plans to expand golf programs for juniors to adults through Parks and Rec, proposing a 5-week program for adults. The program could include certification testing and skill assessments, with participants gaining access to a short course after completion. Ernie noted that the junior program has been running successfully and could model skills taught from that program into the adult program. The group discussed setting up practice facilities in the maintenance yard using mats and safe balls, with plans to create practice areas.

The group discussed expanding the junior golf program to include adults through Parks and Recreation, with potential for multi-week programs and sponsored golfers. Steve suggested considering future placement of golf practice mats to accommodate a potential limited-flight golf ball range, though there were concerns about current positioning due to house locations and maintenance yard proximity.

Motion to: present to the Board an extended Parks and Recreation program to include adults with potential for multi week programs and potential from them to become nonresident golfers at Birch Bay Village Golf Course.

Motion by: Craig McCallum **Seconded by:** Patti Nitta **Approved**

Ron Snyder and Cathy Taggett presented a proposal for a putting-only program at the golf course, which would allow non-golfers to use the facility at a reduced cost. The participants would need to follow established protocols and be supervised by adults. The program would be implemented as a one-year trial with various pricing options, including a punch card system or pay-per-round and proposed keeping the pricing accessible to all community members. The group discussed logistics such as tee times, course access, and potential events to launch the program, with agreement that

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board approval would be necessary. A subcommittee was proposed to finalize details like scorecards and hours and pricing.

The group discussed a proposal to allow non-golfers on the golf course by implementing a structured walking program on the golf course presented by Dori O'dell. The proposed details regarding times and fees followed later in the discussion.

Motion to: introduce putting only golf program as presented in the "draft 2" handout with a kick off tournament to the Board.

Motion by: Craig McCallum

Seconded by: Darrell Cowan

Approved

3. VOLUNTEER PROGRAM

It was discussed that the first session was well attended and Dean Herbert is organizing weekly volunteering early in the season

4. GREENS KEEPER REPORT

The meeting covered updates on golf course maintenance and operations. Steve reported on ongoing work including cart path edging, raking, weed whacking, and plans for bunker edging and blackberry removal.

5. GOLF AND PROSHOP REVIEW

Laura presented information from Krista (unable to attend) positive monthly statistics showing increases in annual passes, punch cards, and various fees compared to the previous year. The committee approved an emeritus membership for Ron Bogan, who has been an active member for 25 years.

6. CART PATH CONDITION

Discussion included progress on asphalt repairs, with some areas needing heating to make the material workable and plans to extend asphalt to the path between holes 9 and 10.

7. SURVEY FOLLOW UP

The survey is up and committee members suggested everyone encourage their neighbors and community members to take the survey.

8. IDEAS PATH FORWARD FOR GOLF COURSE USE - ALL

Ideas presented earlier in the members comment section covered this agenda item prior. There was discussion regarding forming a sub committee to focus on communication and ways the committee can share the positive impacts and positive events regarding the use of the golf course. Committee members shared options such as posting on social media and the BBVCC newsletters.

9. ADJOURNMENT

Motion to adjourn at 2:43 pm

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Motion by: Darrell Cowan

Seconded by: Craig McCallum

Approved

The next meeting is scheduled for May 12th at 1:00pm.

BBVCC
FINANCE COMMITTEE Minutes
REGULAR MEETING
April 22, 2026 at 1:00PM via Zoom

Committee Members Present		
✓ Bev Franklin	✓ Dan Nedved	✓ David Towle
✓ Sue Garrigan	✓ Erin Ryan	✓ Bonnie White
Guest Members	Maureen Server	Diane Gibson
Staff Present	David Franklin, General Manager	Justine Brooks, Assistant GM
	Amy Ashby	

- I. **CALL TO ORDER:** by Dan Nedved at 1:05 pm

- II. **ADOPTION OF AGENDA**
Motion to adopt Agenda
Motion by: Bev Franklin **Seconded by:** Bonnie White
Approved Unanimously

- III. **OPEN FORUM**
None

- IV. **RATIFY MINUTES:**
Motion to approve March 24, 2026, meeting minutes
Motion by: Bev Franklin **Seconded by:** Sue Garrigan
Approved

- V. **REVIEW OF FINANCIALS**
Reconciliations, Budget, Reserves

The committee discussed significant progress made on financial reconciliation, with Sue reporting that all bank statements are reconciled through March except for Edward Jones, and she has created new processes for handling fuel inventory and excise tax returns. The team working on financials decided to abandon AvidX due to ongoing payment processing issues that were causing duplicate payments and complications with reconciliation and vendors not paid in a timely manner.

Discussion continued regarding ongoing challenges with their current software system, including issues with check printing, reconciliation difficulties, and system freezing. Sue explained that while most 2025 reconciliations are complete, she still needs to review and address minor issues within the records.

The team discussed balance sheet discrepancies that need to be addressed before year-end closing. Sue explained that while auditors don't mind the three reserve accounts being off-

BBVCC
FINANCE COMMITTEE Minutes
REGULAR MEETING
April 22, 2026 at 1:00PM via Zoom

balance as long as the total combines to zero, this current discrepancy in 2025 requires investigation. The team agreed to create a comparison between 2024 and 2025 balance sheets for easier review, and Sue estimated the 2025 balance sheet would be ready for Finance Committee review by the end of May.

The team reviewed the 2025 income statement, with Sue noting that most reconciliations were complete including point of sales data through March. The team identified several items requiring further investigation discrepancies in credit card statements and return checks from member payments. There was discussion regarding properties that have expenses that will be charged back to their accounts (fines given to BBVCC that are the homeowner's responsibility) will be billed back to the offending member. Bev suggested treating these expenses as reimbursable expenses with offsetting receivables rather than regular P&L expenses to avoid misrepresentation in budget planning. Sue agreed that unreimbursed amounts should be recorded as receivables at year-end to offset expenses, ensuring net revenue minus expense remains zero. They also addressed the handling of prepaid insurance, deciding it was acceptable to post monthly installments to the insurance expense account and make year-end adjustments for prepaid amounts, as the monthly payments would provide a close approximation of actual expenses.

Information was presented on receivables data showing approximately 217 delinquent homes. The discussion centered on payment application methods, with Bev questioning whether they could prioritize assessment payments over fines. Consult with legal council will be necessary with constraints under 6490 regulations. The meeting shifted to discussion of posting of outstanding accounts receivable over \$3,000 that are 90+ days past due, which will be presented to the board for approval at the next Board meeting.

VI. 2025 TAX AND AUDIT

The General Manager had a discussion with the auditor and feels confident in progress with 2025 audit. An extension was filed and staff is building an audit and insurance folder in the office. The General Manager reported a payment was made for first quarter of 2026 estimated taxes.

VII. BOOKKEEPER

The Finance Committee discussed the current state of bookkeeping and potential new software solutions. Sue reported significant progress in cleaning up financial records, having balanced eight months of statements in five and a half weeks. The committee debated whether to present draft financials to the board, with Dan preferring to wait one more month for cleaner reports. Sue presented her plans to provide services as part time as needed contractor until things get straightened out and then remain as a controller type position completed the more complicated tasks, but suggested a part time book keeper or having someone else doing the daily responsibilities.

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VIII. MEMBER COMMENTS

IX. ADJOURNMENT:

Next Meeting set for May 27, 2026.

Adjourned Meeting at 3:12 pm

Motion by: Bev Franklin

Seconded by: Sue Garrigan

Unanimously Approved

DRAFT



BIRCH BAY VILLAGE COMMUNITY CLUB (BBVCC)

Marina Committee Meeting – Minutes

Date/Time: Tuesday, April 28, 2026, 2:00 pm PDT

Location: Maintenance Conference Room & ZOOM Meeting

Zoom Info: Meeting ID: 88586569122 Password: 8055

Phone In call only: 1-253-215-8782

Marina Committee Members:

Charlie Hall, Chair, Kevin Anthony, Mike Moriarty, John Stone, Ted Wiegert, Scott Tobiason (zoom), Wade Church (zoom), Randy Ambuehl

Absent: Bryan Vanderyacht

BBVCC Officers and Staff:

David Franklin (General Manager), Randy Ambuehl (Board Liaison), Patrick Heaviside (Harbormaster) and Amy Ashby (Executive Coordinator)

Others: Lowell Lorenz, Angee Bolick (zoom)

- **APPROVAL OF AGENDA: April 28 , 2026** **Approved** **Not**

Approved

Motion to approve.

Motion by: Kevin Anthony Seconded by: Mike Moriarty Unanimously

Approved

- **APPROVAL OF MINUTES: March 24, 2026** **Email Approved** **Not**

Approved

Motion to approve.

Motion by: Mike Moriarty Seconded by: John Stone Unanimously

Approved

- **AUDIENCE PRESENTATION**

None.

- **RESULTS FROM BOARD MEETING**

The Board approved the minutes of the 3/24/26 MC meeting and discussed dock captains' duties, emphasizing reducing potential liability with their duties and responsibilities.

HARBORMASTER REPORT

The Harbor master reported on the marina vacancies: A dock- 12 open, B dock- 14 open, C dock-8 open and D dock-8 open, 42 openings in total. There are 9 full fingers and 33 half fingers with 31 of the 33 being inside slips. Currently there are 7 members requesting monthly moorage.

The Harbormaster suggested revising rule 6.2.1 – use of dry storage area to allow RV/camping trailer storage and additional revenue. This might be possible as an existing administrative function without a rule change. Additional discussion needed. The committee confirmed the HM proposal to split fingers 50/50 starting at 58ft and longer (55 fingers) as needed for double slips. The committee approved the HM proposed two-month special moorage rate for vessels 20' and under, subject to Board approval. (see Old Business Financial Items).

1. Dock Captain Duties – Review

The MC continued discussing potential revisions to the dock captain duties document to minimize liability while maintaining essential functions. The Harbormaster emphasized that dock captains should primarily observe and report issues, rather than perform tasks like retying moorage lines or handling electrical problems, which should be reported to and handled by staff. The group discussed the need to document training for specific tasks like resetting electrical panels. The Board must approve each dock captain in order for them to be covered as volunteers under the BBV D & O insurance policy. Patrick will revise the current dock captain duties document to focus on observing and reporting issues. The revised document and dock captains' names will be submitted to the Board.

2. Moorage sub-leasing rules – review

Kevin suggested implementing a system for managing slip subleases using a spreadsheet to track when tenants notify the HM of their slip vacancy dates and duration. While sublease tenants may request slip options, the priority should be to sublease suitable slips based on the earliest submission date. The HM mentioned the new software may be able to handle this. The HM will develop the tracking system discussed. An administrative fee for managing subleases may be needed.

3. Review of Beam Variance Request Procedure

The group discussed the challenges with accommodating the first variance request (Hepple's 50ft sailboat with 16ft beam). A request form and measurement confirmation are still pending. The boat will be relocated to a wider horseshoe on the end of C dock to address spacing concerns expressed by the other tenant sharing the horseshoe. Accounting for fenders and dock line sag is important and limits potential slip assignments for any boat requesting a beam variance. The committee discussed implementing a 5-foot gap between boats in lieu of, or in addition to the 50% rule while considering harbor master discretion in assigning slips. Discussion continued on whether to retain the current variance process, with suggestions to implement administrative fees and surcharges for boats granted beam variances. More discussion is needed. Wade made a motion to move further discussion of the beam variance request procedure to a sub-committee. There was no second to the motion, therefore no vote and the motion died.

4. Status of vessel removal on D Dock

The Harbormaster reported that for the past 3 weekends a potential new owner of the “Hobo” has been attempting to make the vessel operable. His plan is to take it to Colony Wharf when the appropriate paperwork is ready. The committee recommended that the vessel be towed out of the Marina rather than leave under its own power given the risks of moving the aged vessel.

Old Business

1. Future Marina Upgrades

Discussions updated the status of key Marina infrastructure projects and planning future improvements. The launch ramp replacement project permits have been approved by all parties, including Whatcom. A building permit will be needed. Design consultant ProHNS will supply a bid package to advertise for construction contractors. The ramp will be out of service for approximately two weeks after construction begins after the peak 2026 crab season, generally September 30th or very early October.

We have until October 1, 2026 to complete the eel grass survey needed to update the permit application materials for entry channel dredging.

Anchor provided the draft permit application package April 17th for the entrance channel dredging for BBVCC review (13 documents). The permit applications have been signed by the GM. The General Manager reported a successful April 21st meeting with regulatory agencies who may allow clamshell dredging and open water disposal (lower unit costs than 2024 dredging), or adjacent beach nourishment disposal. Based on our 2024 experience and photos, Ecology indicated a berm may not be required if beach nourishment is chosen, which would reduce costs. Based on agency input, Anchor will establish two dredge material management units (DMMUs) and related sediment sampling testing needed for disposal suitability determinations by agencies. Sampling can be conducted concurrently with the upcoming eelgrass survey; both efforts are likely to be awarded to incumbent Gravity Marine. Anchor is drafting a sediment sampling plan and will aid with securing related permits.

Staff from Anchor met onsite April 23rd with BBVCC staff and MC members to evaluate potential geotechnical solutions for stabilizing marina banks that have collapsed or sloughed significantly, including under the C-dock gangway/abutment and along Lighthouse Park adjacent to the Guest Dock. Anchor intends to submit a proposal.

The committee discussed the possibility of relocating the fuel dock to the south shoreside of C dock with an above ground fuel tank located in the southern corner of the parking area for C dock. This could also address insurance and maintenance issues with the current location of the fuel dock and fuel tank.

2. Financial Items

The committee reviewed the marina's financial results through 3/31/26. It appears revenue for annual moorage agreements will be close to the budget amount of \$400,000. The General Manager reported that \$643,855 had been transferred to reserves so far in 2026 and the marina reserve fund is now approximately \$1,575,000. The committee discussed and approved a special two-month moorage rate for boats 20' and under. For 2025 the rate was \$350 and the committee approved \$375 for 2026, subject to Board approval.

3. Marina Rules & Regulations rewrite

Scott addressed final comments on the April 6th final draft received from committee members during the meeting, which included minor corrections and modified language regarding emergency contacts to direct calls to the main village office phone number (360-371-7744) rather than specific individuals, with an after-hours answering service to be implemented in the future. Scott confirmed that language regarding HM having final say over disputes regarding vessel operability, design or seaworthiness had already been deleted.

Motion to: to approve the revised final draft Marina Rules and Regulations and submit to the Board.

Motion by: Mike Moriarty
unanimously

Seconded by: John Stone

Approved

4. Dock Captain Boxes

Committee members expressed appreciation for Kevins's efforts. A new and stocked dock captains' box is installed at C dock. The remaining dock captains' boxes and content will be installed around May 21, 2026.

5. Marina Open House 6/6/26

The Marina Committee discussed simplifying their upcoming event to focus on essential activities including vessel inspections, swap meet, fire extinguisher service, and food service. Other activities have not been well attended in prior years. Kevin outlined the process for vessel inspections and requested help with registration, which Mike Moriarty and Ted Weigert will handle in his absence. Kevin will communicate with Burrito King about attendance expectations.

Tabled Items (items temporarily closed for MC discussion but may re-occur for discussion).

Whatcom County Fire Department recommendations regarding relocating dock standpipes and fire hydrants pending feasibility and cost review.

Marina Committee Mission Statement.

Private Dock Fees

Hull length verification

NEW BUSINESS:

1. BBV Clubs & Committees Info Fair 5/30/26

The committee discussed what information to share. Wade and Charlie will represent the MC at the event.

2. John Stone will chair the 7/28/26 meeting. No chair yet for 8/25/26 meeting.

Adjournment Time: 5:32 pm

Motion to adjourn

Motion by: John Stone **Seconded by:** Charlie Hall **Unanimously Approved**

Next meeting: May 26, 2026 (note 4th Tuesday of the month) 2:00 pm PDT.

BBVCC 64.90 TASK FORCE
Meeting Minutes
December 12, 2025 at 10:00AM

Committee Members Present		
Patrick Ryan	Dan Nedved	Margreta Silverstone
Scotty Diamond	Michael Stringam	Llew Johnson
Staff Present	David Franklin, GM	Justine Brooks, Executive Secretary
Natasha Bialuski		

Next steps

- [Justine: Add Michael Stringam joining the task force to the next board meeting agenda](#)
- [David: Send Section 12 covenant question back to attorney Richard for review regarding paragraph 8 and different thresholds for amendments](#)
- [Task Force: Publicize all future meetings with scheduled dates, times, locations and agendas to the membership](#)
- [Task Force: Post task force member list on website and in monthly communications](#)
- [David and Justine: Develop communication plan for educating membership on document changes before voting](#)
- [Task Force: Reorganize covenant document using Excel spreadsheet format instead of color coding to better track comments and sources](#)
- [Task Force: Create separate documents for consistency amendments vs. recommended amendments to simplify review process](#)
- [Task Force: Schedule next meeting for January 9th and provide full meeting calendar through May to all members](#)
- [Task Force: Report to board that June 2026 timeline is not realistic, recommend November 2026 or later](#)
- [Task Force: Identify subject matter experts to review specific document sections](#)

Summary

Task Force Update

The task force, which includes board members and community experts, decided to start drafting from scratch rather than using redlined original documents. They adopted a modified approach for voting on amendments, separating consistency amendments (required by 64.90) from recommended amendments (not required). The task force has been reviewing and commenting on the declaration/covenants, using color coding to distinguish between 64.90 requirements, original covenant content, and bylaws, but has not yet completed this review process.

Challenges in Amending AR&Rs

Michael discussed the challenges faced by the ACC in revising AR&Rs due to the Village covenants, particularly Section 8, which sets height limits and other restrictions. He explained that Section 12 of the covenants requires a simple majority to amend the declarations in Section 8 (and only Section 8), which is easier to achieve than the 67% required under Section 15 of the Covenants or under the 64.90 process. . David F sought legal clarification on whether the board could step into the declarant's shoes to make changes, but the lawyer's response was unclear. The discussion highlighted the need to modernize the covenants with Ordinance 6490 to align with current societal norms in the village.

BBVCC 64.90 TASK FORCE
Meeting Minutes
December 12, 2025 at 10:00AM

Covenant Interpretation and ADU Exemptions

The Task Force discussed the interpretation of covenants and restrictions, particularly paragraph 8, which only applies to specific sections and not the entire set of covenants. He clarified that 64.90 does not mandate changes to paragraph 8, as it does not refer to illegal restrictions or membership vote types. Llew emphasized that there is no implication of a change in residential use for their community, as they are exempt from ADU requirements under current laws. He advised against addressing ADUs unless there is a significant demand from the community, which there currently is not. Margreta and Michael felt that there might be significant support for ADUs focused on families.

Task Force Transparency and Engagement

David F discussed the importance of balancing transparency with practicality in the task force's work, emphasizing the need to share information with the membership while managing the complexity of decisions. David F highlighted the legislative history of ADUs and expressed concerns about potential changes to community covenants, urging the committee to consider all options and involve the broader membership in the decision-making process. He also stressed the need for better advertising and communication of task force meetings and decisions to ensure community engagement and understanding.

Membership Vote Timeline Discussion

David expressed concerns about the complexity and resource constraints of preparing documents for a membership vote, suggesting that a November timeline might be more realistic than June. He emphasized the need to prioritize tasks between now and April, focusing on uncontroversial issues to avoid delays, and highlighted the seasonal challenges faced by the organization. The group discussed the option of a quick fix by 2028, acknowledging the need to consider legal and community perspectives, but questioned the urgency of implementing major changes.

Slow 64.90 Change Process

Michael advised that the 64.90 Task Force should not rush to change Covenants by November 2027, as advised by attorneys, and suggested taking as much time as needed to ensure the process is done correctly. Michael reiterated that some of the more controversial issues of Section 8 of the Covenants could be changed with a simple majority vote rather than the 67% likely required for 64.90 adoption. David F emphasized the importance of informing the membership and potentially holding the vote open for six months to achieve the required 67% approval. They also discussed the possibility of separating certain covenant changes from AR&Rs to make the process easier, and the need to consider community opinions on rule enforcement and potential changes to AR&Rs.

Community Plan and 64.90 Review

The task force discussed the community plan and its relation to the 64.90 amendment process. David F explained that the community plan would be completed by summer 2026, with economic analysis and modeling of differential assessments to be presented to members. The group agreed to reorganize the review process of the 64.90 documents, moving away from color coding to a more structured Excel-based approach. They decided to bring in additional experts for specific sections, such as insurance and

BBVCC 64.90 TASK FORCE
Meeting Minutes
December 12, 2025 at 10:00AM

liability, while keeping the initial review process small. The task force will report to the board that the June timeline is not feasible, with a potential completion date in late 2026. They also discussed the need to balance controversial amendments with necessary changes to ensure passage of the 64.90 amendments.

BBVCC 64.90 TASK FORCE

Meeting Minutes

January 9, 2026 at 10:00AM

	Rules	Committee Members Present
Patrick Ryan	Dan Nedved	Margreta Silverstone
Scotty Diamond	Michael Stringam	Llew Johnson
Staff Present	David Franklin, GM	Justine Brooks, Executive Secretary
Guests Present	Llew Johnson	Bob Edwardsen

Next steps

- Justine: Check if the task force member list has been posted on the website and complete if not.
- Justine: Revise meeting minutes to correct errors regarding Section 12 voting threshold and other inaccuracies, in coordination with Michael and other task force members.
- All task force members: Review and provide feedback on the draft spreadsheet organizing covenant amendments, including suggestions for additional columns (e.g., effective date, controversy level, community acceptance).
- Justine/Team: Add additional columns to the spreadsheet (e.g., effective date, controversy/consensus, community acceptance) as discussed.
- Justine/Team: Start linking comments in the spreadsheet to the original Word document with comments, and/or create a separate linked document for detailed comments.
- Justine/Team: Begin filling in the spreadsheet with amendment details, sources, types, and comments, aiming to have a draft ready for review within 10 days.
- Task force: Schedule a future meeting with the attorney to discuss Section 12/Section 8 amendment threshold and other legal questions, once initial spreadsheet work is further along.
- Task force/Justine: Develop and begin implementing a communication plan for the 64.90/RCW amendments, including regular updates in newsletters, candidate forum briefings, and planning for a town hall meeting (targeting after June, before November election).
- Task force/Justine: Prepare a draft summary and detailed information about 64.90 for the June meeting and candidate forums.
- Board/Task force: Approve and adopt a formal resolution codifying 64.90 provisions, using attorney's template (pending board approval and \$750 fee).
- Finance Committee: Work on outreach/education to prevent properties from becoming abandoned or entering probate without heirs, and develop policies for handling such situations.
- Board/Management: Develop and formalize a policy for how payments are applied to fines, assessments, and other charges.
- All task force members: Review draft documents and provide comments well in advance of next meeting, using initials for identification in shared documents.

BBVCC 64.90 TASK FORCE

Meeting Minutes

January 9, 2026 at 10:00AM

- [Task force/Justine: Schedule and conduct a briefing for candidates \(prior to election\) on the 64.90 task force work and upcoming changes.](#)
- [Task force/Justine: Update and distribute the community calendar to include all task force meetings and relevant events.](#)
- [Task force/Justine: Ensure agendas for meetings are posted at least 14 days in advance as required by 64.90.](#)

Called to Order at 10:04pm.

The group reviewed the next steps from the last meeting including putting together a communication plan, timeline, and started a discussion regarding putting together a spreadsheet. The question to the attorney regarding section 12 of the current Covenants and the threshold has been answered by legal counsel and the group reviewed the email.

Interpretations of the governing documents were discussed. Michael reiterated the position that Section 12 of the Covenants referred only to Section 8 of the Covenants which allowed amendments to Section 8 with only a simple majority (50% plus one) rather than 67% required in Section 15 of the Covenants and the 64.90 rules. He requested a meeting with legal counsel to explain this specific issue since it was not a common issue facing other HOAs in dealing with 64.90. The group decided that it would be a good idea to add to the list of things to have a conversation with the attorney on.

The committee discussed the previous meeting minutes. There were some issues with the first paragraph and some changes were made during the meeting and it was decided that Michael would get those changes to Justine so the changes could be made offline.

Spreadsheet

There is an issue with the comments and being able to track them correctly. David showed the excel spreadsheet that Justine has put together, which will allow us to filter and add any other details that the group feels is needed to be able to explain what is happening better to the community. The group discussed that having the comments in this document would make it exponentially longer than necessary, it was suggested that there be a link to each section that has comments so that when we are reviewing comments anyone can go back and look at the section.

This process will help with communicating what percentage is required for each type of change. With 64.90 the consistency changes to the governing documents require a different percentage of approval than the other recommended changes which require 66.7%. They explained the process of categorizing amendments into consistency and recommended changes, with the goal of making it easier for members to understand and vote on proposed modifications.

BBVCC 64.90 TASK FORCE

Meeting Minutes

January 9, 2026 at 10:00AM

The group reviewed a draft document tracking system to organize amendments by article, subsection, and source, with plans to add columns for contentious issues and community feedback. They agreed to continue populating the spreadsheet with amendments and comments, while seeking input from the broader community on controversial items like tree removal and ADU policies once this group has fully reviewed it.

The group discussed how to handle feedback and comments on the document and decided to use hyperlinks to connect comments to the relevant sections of the document, rather than embedding them directly

David expressed concern about potential inconsistencies between different sections of the document and emphasized the goal of cleaning up the language to avoid conflicts. The team agreed to review the document in more depth to address these issues. David led a discussion about document management and comment organization, establishing that comments should be marked with initials when submitted as guest users. The team agreed that staff would link comment sections back to the original Word document and potentially add new pages to manage discussions. They specifically addressed concerns about short-term rental restrictions, noting that the original 30-day prohibition was missed in the attorney's review, and discussed how to handle leasing definitions and related-party occupancy.

The group discussed the need to review and potentially amend community documents, emphasizing the opportunity to clean up and update them after 50 years. He highlighted the importance of a communication plan, suggesting November as a more realistic timeline than June for drafting and reviewing documents, and proposed a strategy for engaging members through town hall meetings and newsletters. David F noted the requirement to mail notifications about town hall meetings and the need to consider different communication methods for members who do not use email.

Community Updates and Town Hall Planning

Margreta proposed holding a meeting to brief candidates on key issues, including the new state law 64.90, to enhance their preparedness and facilitate informed communication with the community. David F emphasized the importance of having a concrete plan before engaging the public to avoid confusion and ensure a focused approach. The group discussed the potential of using task force meetings as a communication tool and considered inviting the community to attend these meetings to raise awareness about ongoing efforts.

The group discussed the need for a town hall meeting to communicate the community's current efforts and decisions to members, emphasizing the importance of having a solidified core and center to present. David F highlighted an amendment made by the declarant before community

BBVCC 64.90 TASK FORCE

Meeting Minutes

January 9, 2026 at 10:00AM

control transfer, which removed an outdated provision, and suggested that this information should be available on the community's website. The group agreed to aim for a draft of their work to be ready by the June meeting, with plans to conduct a town hall meeting in October or September, ahead of the November election.

Community Association Legislation Updates

David F discussed the implementation of new legislation affecting community associations, noting that Birch Bay Village was already complying with many provisions in spirit, though not always in exact compliance. The group considered formalizing these provisions through a resolution at a cost of \$750, which the task force supported as an insurance policy.

Community Foreclosure Policy Review

David F discussed the challenges with foreclosing properties in the community due to current declaration and bylaw restrictions, highlighting a specific case where a member has \$9,000 in fines but is not delinquent on assessments. David F emphasized the need to change the declarations to allow for foreclosure in such cases, which requires a two-thirds vote from the membership. The board will discuss this issue further, along with strategies for handling properties with deceased owners and no probate, as these situations are becoming more frequent. It was also noted there is an absence of a clear policy on how payments should be applied to fines and assessments, suggesting that legal counsel could be consulted to establish such a policy.

The meeting adjourned at 11:24 am.

The next Task Force meeting is scheduled for Friday, February 13th at 10 am.

BBVCC 64.90 TASK FORCE
Meeting Minutes
April 10, 2026 at 10:00AM

	Rules	Committee Members Present
Margreta Silverstone	Dan Nedved	
Scotty Diamond	Michael Stringam	
Staff Present	David Franklin, GM	Justine Brooks, AGM
	Amy Ashby, Executive Coordinator	
Guests Present	Llew Johnson	

Called to Order at 10:00 am.

Adoption of the Agenda

Introduction of Executive Coordinator Amy Ashby, who is handling committee and board organization and support. The task force also discussed that Board member Patrick Ryan stepped down from the Board, so the committee may be a bit light until Scotty Diamond is a new Board member in June.

Minutes

The 64.90 Task Force (TF) discussed the AI summary notes and noted that there needed to be revisions to not only the previous notes but changes to the February, January and December Notes/minutes and they all needed to be standardized.

The TF discussed the need for a more formal process including having a Chairperson, standardized minutes, and formal motions and votes. The TF also discussed the potential benefits of having representatives from all the committees to ensure their expertise and historical knowledge are incorporated into the new documents.

OLD BUSINESS

a. Review Project Timeline

Due to current staff challenges, including issues with the bookkeeping software (which is degrading daily), staff acknowledged the delay in progress on the task force work and agreed to review and update the project timeline.

b. Review Progress Draft Declaration Document Organization

David discussed the need to improve document organization and tracking of editorial comments by adding initials to identify contributors. The team review the time like for the 64.90 Task Force, with David explaining that the November board meeting timeline may be pushed to May 2027 to avoid conflicting with the budget election. With Amy being on board helping with the administrative tasks this will allow Justine to focus on the priority work and projects.

The GM will work on the 64.90 timeline and update that as the dates have been moved and will recirculate to the members of the Task Force. The GM also discussed having the Attorney present at either the May or June meeting to answer questions that have come up.

BBVCC 64.90 TASK FORCE
Meeting Minutes
April 10, 2026 at 10:00AM

The Task Force discussed reviewing a revised covenant document, with specific attention to Article 12 and its impact on voting thresholds. They explored the possibility of using Article 15 to maintain lower voting requirements (50% plus 1) for land use-related changes in Section 8, while still requiring two-thirds votes for more structural changes. The group agreed to consult with their attorney Richard about these concerns and discussed the strategy of separating controversial amendments from non-controversial "consistency amendments" to improve passage chances. The committee also planned to share relevant attorney memos with other members to provide context on the discussion and decision-making process.

Commented [GU1]: using Article 12

NEW BUSINESS

a. Discuss Task Force Appointments

The Task Force discussed member appointments and the possibility of expanding the membership from 3 to 7 or 9 members to include representatives from standing committees. Members of the Task Force expressed concern with prolonging the timeline by adding new members and including committee representatives.

Motion: to recommend to the Board to increase the Task Force membership from 3-5 to 3-9 and include representatives of standing committees

Motion by: Michael Stringam

The Committee discussed the motion and the motion died due to no second.

The group ultimately decided to first circulate their current work to the board and committees for review before making any formal membership changes.

Motion: to recommend approval of new member Llew Johnson.

Motion by: Dan Nedved **Seconded by:** Scotty Diamond **Approved**

Motion: to present the current draft of the Covenants/Declaration, that the attorney provided, to the Board and standing committees for review and to identify any gaps or discrepancies.

Motion by: Margreta Silverstone **Seconded by:** Scotty Diamond **Approved**

The Task Force discussed the need to appoint a chair and decided to wait until the Task Force is fully staffed.

b. Review Community Plan Survey

The Task Force discussed the a draft community plan survey regarding potential changes to housing types in Birch Bay Village. The main focus was on whether to allow additional housing types beyond single-family homes, particularly ADUs (accessory Dwelling Units). The Task Force expressed concerns about the survey's wording and the need for better definition of ADUs, as well as the potential impact on property assessments if multiple families lived on a single lot. The Task Force was asked to review the survey, specifically

BBVCC 64.90 TASK FORCE
Meeting Minutes
April 10, 2026 at 10:00AM

questions 4 and 5 regarding accessory dwelling units (ADUs) and residential property uses and provide feedback and other potential questions.

c. Review 64.90 Resolution

The General Manager presented the Task Force with the 64.90 Resolution that is going to the Board for approval. They discussed the need and reasoning for all of the sections of the resolution and the recommendation to remove first right of refusal, membership committee and multiple other items. They also discussed the potential changes to reserve fund management, combining the separate funds for roads, marina, and lakes/drainage into a reserve fund.

The Task Force is going to need to focus on membership knowledge, communication and education to move forward with getting the all the amendments voted on and passed.

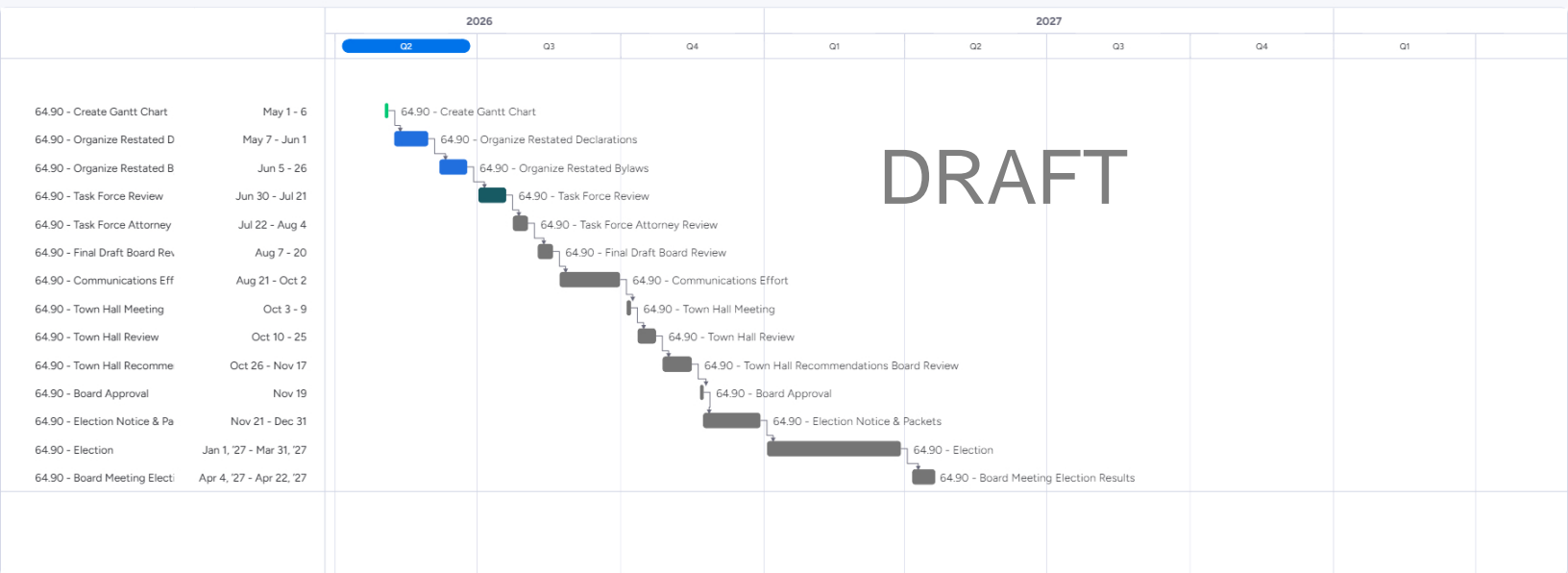
Motion to Adjourn at 11:52am.

Motion by: Dan Nedved **Seconded by:** Margreta Silverstone
Approved

Next meeting is scheduled for May 8, 2026

Gantt

May 07, 2026 | 15:38:00



DRAFT



May 18, 2026

To: Birch Bay Village Community Club Board of Directors

From: Justine Brooks, Assistant General Manager

Re: Operations Report

Administration

Staff –

In the past month Staff has been busy ramping up for summer. Staff held a meeting to discuss safety (monthly safety meeting) and also discussed the upcoming medical/dental/vision insurance changes. Staff has been busy making sure that the day-to-day tasks are completed and working on completing the tasks that were put on the back burner. These tasks that are being completed are going to help us move forward with the software conversion and pulling together all the data that is required.

HOA Software –The GM and AGM have been several meetings with the NorthStar implementation team. A representative from the NorthStar implementation team was on site May 14th and 15th. The BBVCC team met with him and went over the operations scope. The onsite visit helps the NorthStar implementation team know what they need to implement for us and gives us a better understanding of what we need to provide them. This visit also gave staff a better understanding of how the software will be used for us and how they can customize certain modules for our operations.

The NorthStar Implementation team will be providing staff with a list of deliverables with deadlines and a timeline to implementation. One of the first deliverables that is going to take the work of Staff and Finance Committee is going to be the Chart of Accounts, which is going to be a fairly heavy step.

Ticketing Project Management- we are currently using Monday, a customizable cloud-based Work OS (Operating System) for team collaboration, project management, and workflow automation, helping businesses plan, track, and manage tasks across various departments.

ACC Activity

- ACC reviewed 7 applications including a project extension. 4 applications were approved, 2 approved with contingencies, with one being denied.
- Applications and questions on if an application is needed have been coming into the office daily.
- The architectural plans for homes have been scanned and are available for pickup. We have been putting notifications out to members via GM weekly updates and will be disposing of any and all drawings that are left by the beginning of September.

Administration

- The Office has issued 46 bar codes for the last month (April 17th to May 14th).
- The Office has completed 6 home sales and 12 HOA requests in the last month. Just an FYI it takes Karrie approximately 30-45 uninterrupted minutes to process transferring a property to a new owner, when interrupted it can take all day.



Pro Shop

The Pro Shop has been busy this last month with normal golf ramping up, tournaments (some being rescheduled from being rained out last month), and working on implementing the board approved other golf programs. The Putting only program begins on May 19th and has many families and members sign up for the event, which looks promising. The set up for the Putting only has been a joint effort with some of the Golf Committee Volunteers which includes setting up the course, creating a special score card, creating an event menu and so much more.

We have rehired Kya for the summer season to help cover others when they need some time off and assist with some of the larger events, if needed. The pool attendants for this year have been hired and had their orientation on Friday, May 15th. Pool attendants are hired, majority of which worked here last summer.

Golf Greenskeeper

- Things have been going well. All the weeds have been sprayed. Working on installing the new sprinkler heads that were purchased last year. Going to be punching the fairways and will be doing one at a time to make sure that they are all cleaned up. Purchased a new aerator attachment for the Ventrac and hopefully that will come in soon. Ryan A has become a really good mechanic of the greenskeeper equipment, which has helped get the equipment back out quicker and has saved the Village money. Only outsourcing the major repairs to Mike.
- In the last month the volunteers have been a great help with the work groups that they have had. It looks great out there because of the assistance the volunteers have provided with the direction of the head greenskeeper.

Maintenance – The Maintenance Department has been working on the following:

April – May

- Camera installation at the Marina
- Pool work:
 - Cleaning (everything)
 - Pressure washing
 - Vacuuming
 - Filter changing
 - Water Balancing
 - General set up etc.
 - Heater startup
- Weeding
- Weed whacking
- Flail mowing
- Regular mowing of common areas
- Installation of fishing signs
- Replacement of office outside lights
- Park/ playground cleanup
- Clubhouse AV system repairs
- Pothole work in the office parking lot

Marina

- Marina Committee has been working on the rewrite of the Marina rules and they are ready for review at this Board meeting.



- Currently the marina has 43 vacant spots for moorage with 29 being inside slips, 3 fewer vacancies than last month. There are currently 8 people on the waiting list for monthly moorage and anticipate more to be added.

Compliance

CCR Letters Sent	
V-Speed	77
Yard Maintenance	4
V-Bark	1
V-ParkUP	4
V-Unlieveh	1
V-Lease	1
V-Sign	1
V-General	1

Failure to stop is still something that the Compliance Team is looking at but did not issue any citations.

This is data received from the speed signs not the speed radar camera trailer.

Speed Data						
MPH	8228 Comox	5647 Salish	8260 Cowichan	8133 Chehalis	TOTALS	%
0-20	2311	8366	2612	3610	16899	91.04
21-25	230	111	237	986	1564	8.4
26-30	12	11	12	53	88	.474
31-35	0	1	1	6	8	.043
36+	0	0	0	2	2	.010
	2553	8489	2862	4657	18561	100%

The compliance team has used the lidar gun for approximately 20 hours in the last month. There have been 0 citations issued. Compliance is still watching at intersections for members and guests who do not complete a full stop at stop sign and there are a lot who roll right through them.

- **Cameras** – The cameras have been installed at the Office, fuel dock and Lighthouse park. This project and the lighting project are now connected as we need to have the lighting pole placed before we can install the last of the cameras at the boat launch.
- **Community Plan** – The GM has drafted a Community Plan Committee Charter for the Board to review. This is in the hopes of having a small group of people help the process move forward as quickly and smoothly as possible, it also helps with providing information and questions to the community to get a true understanding of what the members would like to see in the future.
- **Lighting Project** – The final stages of the lighting project are started. Work will begin at the Pro Shop due to the shrimp opener and the May long weekend and other activities in the marina parking lot.



- **Office Siding Project** – The siding project has been completed and Carlitos is currently out getting the building ready for painting, which should be done by the end of the week.

Future BBV Projects

- **MOU project** – drainage from Birch Point Road/ Birch Bay Drive to Kwann Lake to Rogers Slough. We are working with the County on this project, and it looks as though it could be pushed from being completed in 2026 to 2027 or 2028. We have switched from Cascade Engineering to Freeland Engineering due to Cascade Engineering closing their doors. We provided a budgetary estimate and a 60% completed plan to the County by their deadline of the end of April.
- **Marina Dredging** – working on permitting with Anchor QEA and other agencies.
- **Boat Launch Ramp Replacement** – The GM, Harbormaster and other Marina Committee members had a meeting with Pro HNS to discuss the Boat Ramp replacement project. The meeting was held here onsite to view the location and plan the best route forward. They also discussed shoreline bank stabilization and the beaver creek outfall splashpad replacement
- **2026 Paving** – we were planning on this happening mid to late June but due to lack of communication from PSE we are delaying this project until 2027 unless we hear from them by the end of the month. PSE has a project that is scheduled for within the Village but have no idea as to when the project is supposed to be started.
- **Marina Restrooms** – We provided the County with information that had been requested but had not been provided yet. We have been provided a new “prescreen” application number and will be getting updates as soon as the reviews have been completed.
- **Culvert Replacement** – we have 125 total culverts that are BBVCC responsibility to repair or replace, and we have 30 standard 12-inch culverts that need to be replaced. We also have 3 larger culverts that will need to be replaced that will require engineering and additional work. We are waiting for the survey to come back from NW Surveying, which is required for permitting for the entire project.
- **Salish Culvert Replacement Requirements** – The GM and others will be meeting on June 3rd with Fish and Wildlife to discuss their requirement for the full replacement of the “emergency” replacement of the culvert that happened on Salish Lane.



May 20, 2026

To: BBVCC Board of Directors

From: David Franklin, General Manager

Re: Draft BBVCC Financial Reports for the Period Ending March 31, 2026

The following is a summary of the financial reports for the period ending March 31, 2026. These statements have not been reviewed and approved by the BBVCC Finance Committee and are unaudited audited. The Finance Committee will be meeting next week. The end of March marks the completion of the 1st quarter of the fiscal year and can provide useful information on trends and financial performance to budget.

Balance Sheet

Assets

- Cash & Equivalents
- Accounts Receivable
- Property & Equipment: \$4.8M — represents long-term investment in facilities.

Liabilities

- Short-term operating liabilities:
 - Payables
- Reserve Commitments:

The high reserve commitments explain why several reserve funds show negative equity balances.

Income Statement – Operations

Executive Summary:

1. **Income under budget** (\$50K short), mostly from the recategorizing of the vessel sinking expenses as a reimbursable expense shown as a contra income account. This accounted for \$43K of the budget shortfall. Marina Usage fees and trailer storage are both notably under budget. Golf income is showing a strong first quarter.
2. **Expenses well under budget** (\$105K less), with savings across personnel, repairs, and contracts.
3. **Overall Net Income is very strong:** \$924K vs. \$1,029K budgeted, resulting in a \$105K favorable variance.
4. **Drivers of variances:** Lower personnel expenses, contracted labor, advertising
5. **Watch areas:** Inflation factors due to energy price increases and new tax on security service will increase contract security service by \$27K.



Income

- **Dues:** \$1.56M, slightly over budget by \$3K. Variance will increase. 12 homes pending sales. Most budgeted as monthly. Will pay off total yearly dues when sold.
- **Admin Income:** At budget.
- **Architectural Fees:** -\$1.8K. Fewer projects. Beginning to pick up pace.
- **Compliance:** At budget. Speed trailer down for 1st Quarter.
- **Marina:** \$15K, under budget Mostly Marina Usage Fees -\$9K and Trailer Storage -\$5.4K
- **Golf:** \$8K favorable to budget. Strong membership annual passes
- **Pro Shop:** At budget.
- **Pool:** Opens this week.
- **Clubhouse:** \$750 favorable to budget
- **Miscellaneous:** -\$43K due to posting of sunken boat reimbursable expense as a contra income account. As the funds come in each month they will be posted to this account until it is zero.
- **Interest:** Lagging by \$6K. Will check posting of interest.
- **Gain on Sale of Assets:** \$5K, unbudgeted, from sale of old Prius patrol car..

Total Income: \$2.02M, about **\$49K below budget**, mainly due to \$43K for offset for sunken boat.

Expenses

- **Personnel:** \$335K, significantly under budget by \$42K due mostly to maintenance department and waiver of health benefits.
- **Admin:** \$2K, over budget. \$14K in insurance cost needs to be reallocated to Marina as budgeted for 2026. Result will be Admin under budget by \$12K.
- **Maintenance:** \$13K under budget. Janitorial contractor not found yet.
- **Clubhouse:** At budget.
- **Pool:** At budget.
- **Golf:** \$4K, under budget. Mostly improvements. Steve will catch up.
- **Parks:** \$25K, under budget. Mostly improvements and landscaping. Will catch up through the summer.
- **Marina:** At budget but need to allocate \$14K in insurance expense.
- **Roads:** At budget.
- **Security:** \$7K over budget because of new tax applied to contract security. Forecast \$27K over budget by YE.
- **Lakes:** \$11K under budget. New Dept of Ecology testing re.
- **Pro Shop:** \$1.7 under budget.
- **Other:** \$18K under budget community plan invoices outstanding and advertising money not yet spent.

Total Expenses: **\$924K under budget**, driven mainly by personnel, unspent improvement budget, lake chemical application, and unspent advertising money.

Net Income

- **Actual:** \$1,097,369
- **Budget:** \$1,041,568K
- **Variance:** **+\$55,800 favorable to budget**



AR Aging Analysis

Key insights:

- **Total AR up 3% year-over-year.**
- **Largest growth is in 90+ days past due (+\$26K, +36%).** Indicates **slower collections** or a concentration of long-term delinquencies.
- **Over 60 days, and over 30 days past due actually decreased (-13% and -27% respectively),** suggesting some success in mid-range collections.

Risk Point: Nearly **46% of receivables (\$97K of \$212K)** are over 90 days delinquent.

- **Dues & Assessments remain the largest share (\$83K or 49% of total).**

Bright Spot:

- **Marina AR Lower by 37%**

Member Base Context

- **2026: 214 homes vs. 188: 159 homes (+26 homes, +17%).**
- Receivables per home:
 - **2026: \$992/home**
 - **2025: \$1,101/home**
 - **Decrease in delinquency burden per household** despite growth in total homes.

Summary for the Board

1. **Overall Receivables Up:** \$5K from prior period last year (↑3%), driven mostly by **90+ day delinquencies**.
2. **Category Shifts:** Growth in **dues and fines**.
3. **Collections Risk:** High concentration (70%) in 90+ day balances limits likelihood of recovery.
4. **Per Household Impact:** Delinquency burden per member increased 19% year-over-year.

Recommendation:

- Strengthen **collection processes** (payment plans, small claims, collection agencies, lien enforcement for chronic delinquencies).
- Consider **early intervention triggers** (e.g., outreach at 30+ days rather than waiting for 90+).

Respectfully,

David Franklin, GM
BBVCC

Birch Bay Village Community Club
Income Statement - Operating

01/01/2026 - 03/31/2026

	Year to Date				
Income	Actual	Budget	Variance	Yearly Budget	Notes
Dues	1,567,416	1,563,927	3,489	2,441,474	
Admin	16,191	17,125	(934)	68,500	
Architectural	3,200	5,000	(1,800)	20,000	
Compliance	2,725	2,500	225	10,000	
Marina	396,674	412,035	(15,361)	647,034	Trailer Storage -5K, Marina Usage Fee -9K
Golf	62,307	53,675	8,632	152,500	
Pro Shop	4,458	4,325	133	43,100	
Pool	120	180	(60)	19,760	
Clubhouse	1,500	750	750	3,000	
Maintenance	110	0	110	0	
Misc	(41,962)	1,575	(43,537)	6,300	Sunken boat contra account will = 0.00 when paid
Interest	3,697	10,000	(6,303)	40,000	
Gain on Assets Sold	5,000	0	5,000	0	
Total Income	2,021,436	2,071,092	(49,656)	3,451,668	
Expense					
Personnel	335,096	377,231	42,135	1,636,939	Maint & Admin <Budget Legal, payroll processing > Budget
Admin	90,957	88,665	(2,292)	412,040	
Maintenance	17,364	30,380	13,016	121,520	Late outsourcing janitorial
Clubhouse	2,287	2,340	53	8,600	
Pool	1,369	1,843	473	19,250	
Golf	19,727	24,330	4,603	145,150	
Parks	2,535	24,833	22,298	99,330	Park improvements not started
Marina	346,566	346,977	411	469,940	
Roads	5,422	6,500	1,078	26,000	
Security	95,945	88,762	(7,183)	355,049	State taxing security services as of 08/01/2025. Not budgeted in 2023 DOE testing shut down
Lakes	2,888	14,250	11,362	57,000	chemical applications
Pro Shop	2,896	4,663	1,767	25,850	
Other	1,015	18,750	17,735	75,000	Advertising < Budget
Total	924,067	1,029,524	105,457	3,451,668	
Net Income	1,097,369	1,041,568	55,801	0	

Birch Bay Village Community Club				
Income Statement				
01/01/2026 - 03/31/2026				
	Year to Date			
Income	Actual	Budget	Variance	Yearly Budget
- General Reserve	310,413	310,413		310,413
- Road Reserve	357,415	357,415		357,415
- Marina Reserve	661,020	643,855	17,165	643,855
- Admin (Special Assess finance charge)	6,480		6,480	
- Interest General Reserve	2,906		2,906	
- Interest Marina Reserve	725		725	
- Interest Road Reserves	6,406		6,406	
Total	1,345,365	1,311,683	33,682	1,311,683
Expense				
- General Reserve	99,410	42,788	(56,622)	171,150
- Marina Reserve	12,522	80,313	67,791	321,250
- Road Reserve	16,301	217,375	201,074	869,500
Total	128,233	340,475	212,242	1,361,900
Net Income	1,217,132	971,208	245,924	(50,217)

BBVCC AR Comparision Report

3/31/2026

	Current	Over 30	Over 60	Over 90	Total
3/31/2026	32,077	11,489	71,275	97,433	212,274
2/28/2026	22,646	124,152	2,148	78,369	227,315
	9,431	(112,663)	69,127	19,064	(15,041)
	42%	-91%	3217%	24%	-7%

3/31/2026	32,077	11,489	71,275	97,433	212,274
3/31/2025	38,144	15,788	81,665	71,418	207,015
	(6,067)	(4,299)	(10,389)	26,016	5,259
	-16%	-27%	-13%	36%	3%

Cost Center	Account	2026	2025	Variance	
		Amount	Amount		
1185 - 000	Dues	115,964	100,090	15,874	16%
1186 - 000	Interest	5,754	6,149	(395)	-6%
1187 - 000	Legal	2,699	1,080	1,620	
1188 - 000	Marina	16,807	26,495	(9,688)	-37%
1189 - 000	Fines	24,108	19,958	4,150	21%
1190 - 000	Misc	11,172	14,135	(2,963)	-21%
1191 - 000	Late fees	11,629	14,981	(3,352)	-22%
1192-000	Golf	200			
1196 - 000	Special Ass	23,941	24,127	(186)	-1%

Total:		212,274	207,015	5,259	3%
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Total Number of Homes:		214	188	26	14%
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		1129	19%	17%	
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8055 Cowichan Road
Blaine, WA 98230
Office: 360-371-7744
www.bbvcc.com

May 21, 2026

To: Birch Bay Village Board of Directors
From: Justine Brooks, Assistant General Manager
RE: Golf Course Irrigation from Kwann Lake

On April 24th, the Maintenance Director and Assistant General Manager met with a representative of Northwest Water Treatment and discussed the possibility of irrigating the golf course from Kwann Lake. The rep stated that "yes" this could be an option. We provided them with how much water was used on the golf course last summer and the rep said that they would provide us with a quote by the end of the following week. We never received a quote or any further communication from the company. We have reached out a few times and still nothing.

We are currently in the process of reaching out to other companies like Northwest Water Treatment, including Delta Water Products, to come out and review this potential plan to get additional quotes from.

The Lakes, Ponds and Drainage Committee has discussed this topic in the past. Attached you will find an email from Bill Reilly providing a different option for the golf course irrigation.

Respectfully,

Justine Brooks, Assistant General Manager.

David Franklin

From: William Reilly <wilmr2591@gmail.com>
Sent: Friday, May 8, 2026 4:02 PM
To: jonvhall@msn.com; dcarpenter767@gmail.com; David Franklin; Mathue Totten; Bob Hoffer; Justine Brooks
Subject: EXTERNALPond Irrigation Information

EXTERNAL Email.

Available and needed Information for Discussion of Potential Golf Course Irrigation

Elevations

TBird Outlet Elevation 5.94 feet NAVD88 (typ) elev. of inlet flume, 5.4 Invert
North Pond 18in Outlet Elev 4.42 ft
North Pond Surf.Elev 5.67 ft 11/19/22
Kwann Outlet Elev. 6.99 12 in pipe inlet.outlet
Kwann Static Elev 7.90 High Pt in MH west of inlet/Outlet (elev?)
Kwann Inlet Elev 7.50 Inv. Ex. 18 inch from Salish at Kwann

Need North Pond #1 Overflow Elevations

Note should double check all elevations.

Salinity

On May 14th while collecting phosphorus samples for analysis, Lowell Lorenz, Jack Dyland and Dave Carpenter also tested the salinity in Kwann Lake. The result was a reading of 540 ppm. To follow up on that info, I tested Kwann, TBird and all five golf course ponds. The sampling was done on **May 9, 2025 at between 1 and 4 pm**. Collection was from shore using a bucket on a pole to collect an approximate one gallon sample that was then tested with the salinity meter. The results are as follows:

Kwann Lake 5/14/25 from boat	540 ppm
Kwann Lake @ west shore near 12"outlet	500 ppm
TBird @ south boat ramp	410 ppm
TBird near sewer lift station	430 ppm
Pond #1 North Pond @ east end	310 ppm
Pond # 1 west end	260 ppm
Pond #2 south end	850 ppm
Pond #3 south side	960 ppm
Pond #4 (Jacks Pond) west side	1000 ppm
Pond #5 south end near bridge	1060 ppm

While it has been assumed that Kwann Lake would have the least salinity the test on this day shows TBird to have slightly less. Additional testing should be conducted to verify these results. The lower result in the North pond could be the result of rain or irrigation water diluting the salinity of the water coming from Kwann and Thunderbird.

Irrigation Total Volume per 2025 Water Bills

2025 Volume 16.2 acre feet,

06/16/25 - 08/12/25 Volume 8.06 AF

Average Rainfall For Birch Bay by Month

Average Monthly Rainfall/Precipitation in Birch Bay

Data suggests significant variance, with November being the wettest: [\[1, 2, 3\]](#)

- **January:** ~4.09 inches
- **February:** ~2.82–4.3 inches
- **March:** ~3.06 inches
- **April:** ~2.56–3.22 inches
- **May:** ~2.03–2.54 inches
- **June:** ~1.46–1.89 inches
- **July:** ~0.81–1.2 inches
- **August:** ~1.03 inches
- **September:** ~2.03 inches
- **October:** ~3.74 inches
- **November:** ~5.31–7.2 inches
- **December:** ~4.17–6.8 inches

Average Evaporation Rates for Puyallup WA by Month

TABLE I - MEAN MONTHLY, SEASONAL, AND ANNUAL CLASS A PAN EVAPORATION (INCHES) FOR STATIONS WITH 10 YEARS OR MORE OF RECORD FOR BEST MONTH

Puyallup 47° 12', 2 W Exp Sta 122° 20' 45 6803

April 2.45, May 3.91, June 4.69, July 5.66, August 4.63, September 2.73, October 1.24, November 0.60
1

Additional Information Needs

- Model Kwann basin to estimate area inflow .
- Resurvey the existing inlet/outlet structure at West end Kwann
- Determine Kwann storage effect on Salish overflow system? Surcharge of Salish pipes.
- Reroute water into Kwann? Low flow? High flow? All?
- Low flow water budget for golf ponds? or elevate TBird
- Tbird surface higher with withdrawal from North pond alternative?
- Assume no inflow from rain June - August?
- Install pipe riser on 12 inch now as test ?
- Will Wa.State allow us to withdraw the water??

Other Thoughts

Given the result it may be possible to store water in Tbird Lake at an elevation that would backwater the golf course ponds. This would allow the possibility of pumping water from the north golf course pond into the irrigation system. This may be advantageous from a permitting standpoint.

We may want to also check the regulations regarding using non- potable water in the irrigation system. While any irrigation system requires the installation of a double check valve system to avoid backflow. Once non potable water is introduced into the system the safety requirements may increase. In similar situations the public and non-potable systems have required an air gap. This could require the pumping of potable water when needed.

5/11/26

To: BBVCC Board of Directors

From: David Scheirman, Chair, BBVCC Safety & Security Committee

Re: SECURITY MANUAL document for review & approval by the Board

The accompanying document is provided for review and approval by the Board of Directors. This is action item #29 on the board-approved list of recommendations to the Board from the Security Policy Workgroup, presented on 3/28/24. It was unanimously approved by the Safety & Security Committee at its recent meeting on today's date.

As a reminder, in order to effectively complete and present this document, the following actions were required:

- Re-constitute the dormant Safety & Security Committee
- Appoint & board-approve individuals with appropriate experience & perspectives
- Review/edit a 26-page working document, distilling it to the current final version
- Activate the Safety & Security Committee members to vet all content

The BBVCC Safety & Security Committee currently includes members with a variety of appropriate professional skills and expertise, including a former insurance industry executive, a former human-resources and safety program executive, a former professional municipal police officer and detective, a former professional educator, a professional realtor and a former municipal risk department manager.

In addition, the committee is fortunate to have a highly-experienced safety industry professional as its Board Liaison.


The committee respectfully submits this document to the BBVCC Board of Directors for its review, consideration and approval.



David Scheirman
Chair, BBVCC Safety & Security Committee



SECURITY MANUAL

Revision Number: 1 Month/Year: 05/2026	 Security Manual	Author: David R Owen Board Member
Review Cycle: Annual		Approved: NOT yet Approved BBVCC Board & President

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SECTION 1.0

SECURITY POLICY STATEMENT

1.1 Purpose

Recognizing that the safety and security of BBVCC members and guests has a significant impact on community quality of life, the Board of Directors of Birch Bay Village Community Club (BBVCC) is committed to providing an environment in which recognized hazards are controlled as much as possible and that the security of the HOA is maintained in accordance with our Covenants.


However, it must be clearly understood by all BBVCC members that it is each member's primary responsibility to protect their own personal Safety and Security for themselves and family members, along with their own property/residence at all times.

The philosophy and objectives behind this commitment are:

1. The Safety and Security of all our members is our first priority.
2. The only acceptable level of Safety/Security performance is one that minimizes the potential for injury as much as possible, while maintaining security throughout the BBVCC.
3. Safety and Security being an integral part of the BBVCC, they cannot be compromised by BBVCC management or our members.
4. Awareness of Safety and Security is a responsibility to be shared equally and without exception by everyone within the BBVCC.
5. All BBVCC owner/members will be routinely reminded to make their own Safety/Security a personal priority.
6. The BBVCC Staff is expected to conduct daily activities in a manner that is consistent with the philosophy and objectives of this policy.

Board President

Date: _____

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SECTION 2.0

DEFINITIONS

Risk assessment: Assessing the risk to a property, common area, facility, or infrastructure; as the probability of an undesirable event transpiring, the capacity to address a potential loss, and the likelihood of the event’s occurrence.

Threat assessment: Assessing the potential for natural and human threats facing an asset. Threats may include natural disasters, extreme weather, or malicious acts, ranging from vandalism to terrorism.

Asset: A common area, facility, infrastructure, or construction project under the jurisdiction of Birch Bay Village Community Club.

Common Area: Property owned, maintained and administrated by the Club for the benefit of the owners. Common areas include but are not limited to recreational amenities, maintenance areas, roads, parking lots, walkways/pathways, lighting, signs, lakes, ponds, greenbelt areas, planted landscape, playgrounds, parks, swimming pool, golf course, marina, club house and tennis courts.

Safety/Security Committee: A BBVCC “Standing Committee” that is appointed by the Board of Directors to oversee the Safety/Security functions and effectiveness of Safety/Security Policies in use at BBVCC. Members elected by the Board serve a 3-year term.

Detailed Investigation/Reporting: An extensive investigation conducted by at least one of the BBVCC Safety/Security (Compliance) Officers and at least one member of the Safety/Security Committee that involves, but is not limited to:

- Any Staff or Contractor Injury (including all work related)
- Vehicle accidents (including golf carts, bicycles, quads, etc.)

- Marina accidents, (including boat impacts, fuel spills, etc.)
- Aggressive Dog Behavior or Serious Near-Misses (incident that might lead to injury or property damage)
- Breaches in BBVCC security, including surveillance systems.

Gate Standard Operating Procedures (SOP's): Written operational instructions developed (by BBVCC and approved by the Board of Directors) outlining the daily activities and responsibilities of the subcontracted Gate Access Personnel (GAP) they must follow while on duty. SOP's are reviewed and updated by the Safety/Security Committee (and BBVCC Safety/Security Compliance Officers) on an annual basis, with updated recommendations forwarded to the Board for final approval.

Surveillance System: The use of security cameras to monitor and record activity in a specific area or location for security, safety, or monitoring purposes. BBVCC Security cameras capture “live footage” (video/audio) which can be reviewed. The four steps in surveillance processes are:

1. Data Collection
2. Analysis of Recordings
3. Information Dissemination
4. Response Activities

Reasonable Expectation of Privacy: There are two types of expectations of privacy:

1. **Subjective expectation of privacy:** A certain individual's opinion that a certain location or situation is private (can vary from person to person).
2. **Objective, legitimate, reasonable expectation of privacy:** An expectation of privacy generally recognized by society and perhaps protected by law.


Places where individuals expect privacy include residences or public places, including public restrooms. This expectation extends against both physical and digital intrusions, and even cell tower geolocation data is protected.

Some areas within BBVCC that offer a “Reasonable Expectation of Privacy” to our members are:

- Homeowner/Members’ private property
- BBVCC public restroom areas

*Some areas within BBVCC that should **NOT** offer a “Reasonable Expectation of Privacy” to our members are:*

- All Common Areas:
- Main Gate
- Emergency Gate
- Golf Course
- Clubhouse/Recreation Center
- Swimming pool
- Marina (including fuel dock)
- Parks
- Roads
- Parking areas

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SECTION 3.0

SECURITY

3.1 Purpose

Birch Bay Village Community Club (BBVCC) takes a risk-based approach to how it conducts its business.

To manage risks appropriately, BBVCC must also account for risks that originate when malicious actors intentionally try to harm its interests through vandalism, theft, break-ins, or potential harm to our members and/or guests. We call these "security risks" including cyber risk.

The purpose of this Security Manual is to help protect all BBVCC members and material and immaterial assets from malicious actors and unintentional safety/or security incidents.

BBVCC and the Safety/Security Committee members nominated/approved on behalf of the Board of Directors oversee Safety/Security with a focus towards implementing an “all-inclusive integrated safety/security strategy” that includes but is not limited to:

- Developing and implementing a detailed Security Manual
- Monitoring enforcement of the Security Manual
- Verification of 24/7 monitoring of the BBVCC security camera systems by Gate Access Personnel.
- A secure gate system, with 24/7 Gate Access Personnel (GAPS).
- Monitoring BBVCC forward-facing fencing with posted signage
- Working as a Team with Safety/Security Compliance Officers

3.2 Applicability/Scope

This Security Policy applies to all BBVCC Management, employees, owner/members, their guests, contracted Gate Access Personnel (GAP), BBVCC Safety/Security Compliance Officers, and contractors. It is applicable to all roads, structures, and Common Areas throughout BBVCC.

3.3 Responsibilities

3.3.1 Board of Directors

The BBVCC Board of Directors maintains responsibility for ensuring that all requirements as outlined in the BBVCC Covenants, General Rules/Regulations, Bylaws and RCW regulations and this Policy are followed and always enforced.

3.3.2 BBVCC Membership

The BBVCC Homeowners/Members (and their guests) maintain *overall* responsibility to ensure the safety/security of their own properties, while following all BBVCC Covenants, General Rules/Regulations, Bylaws and RCW regulations and this Policy, and reporting any Incident to the BBVCC office.

3.3.3 Gate Access Personnel (GAP)

All BBVCC contracted Gate Access Personnel (Gatekeepers) are required to be licensed through the Washington Department of Licensing and have undergone an extensive background check for criminal and civil databases.

In all situations that Gate Access Personnel and BBVCC Safety/Security Compliance officers are involved with, Safety is paramount. BBVCC Safety/Security Officers interact with residents and non-residents in all types of environmental, emotional and unknown situations and must always do so in a professional and courteous manner.

Main “Gate Access Personnel” must:

- Receive required State and Federal Safety/Health training with documentation in their files, along with required annual updates.
- Be enrolled in their employer’s Drug/Alcohol Program.
- Follow the BBVCC Safe Operating Procedures (Post Orders) related to their duties.
- Answer member phone calls (7:00pm-midnight) and forward information as necessary to the BBVCC General Manager or the Safety/Security Compliance Officer.
- File BBVCC Incident Reports as necessary.
- Wear employer-provided uniforms while on duty.

3.3.4 BBVCC Safety/Security Compliance Officer (SSCO)

(1) Observe and Report

The primary job for BBVCC Safety/Security Compliance Officer (SSCO) is to OBSERVE and REPORT.

For instance, he/or she may encounter someone removing materials from a construction site after normal working hours, which could be a theft, or it may be legitimate. OBSERVE and REPORT is a cornerstone of a security program.

There will be a follow-up investigation based on the compliance officer’s report; this is critical as to why the SSCO should document all the relevant information possible, such as but not limited to:

- Make, model, color, license plate of vehicle
- How many people
- Clothing description
- Appearance

(2) Arrest, Apprehension and Detainment

The BBVCC Safety/Security Compliance Officer (SSCO) does not apprehend or arrest.

If a resident/member (or guest) is signaled to pull their vehicle over by the BBVCC Safety/Security Compliance Officer (by the patrol cars flashing lights) for a specific reason (speeding, running a stop sign, driving erratically etc.), it must be clearly understood by all members/guests that doing so is “strictly on a voluntary basis” and not mandatory.

However, should the member or guest choose not to pull their vehicle over they must also understand that the Compliance Office has other options as follows:

- Follow the vehicle to the residence to discuss the concerns and request permission to enter onto the property for discussions/resolutions, or if refused,
- Send a citation (with evidence) by mail to the member if a violation of BBVCC rules did in fact occur as possibly evidenced by the Officer.

If potential or actual violence is observed, the SSCO is directed to call 911 and immediately report the Incident.

The SSCO shall not have physical contact with any person unless there is a self-defense situation or to prevent others from bodily harm, permanent disfigurement or death.

(3) Daily Patrols

- BBVCC Safety/Compliance Officers (SSCO) are to make daily patrols throughout the community.
- Daily patrols shall include, but not be limited to the following:
 - ❖ Common areas
 - ❖ BBVCC roadways (for speeding, and other potential traffic violations).
 - ❖ BBVCC neighborhoods
 - ❖ Main gate and emergency gate areas
- Patrols and associated information should be entered into BBVCC Patrol Log notes at the end of each work period.

(4) Incident Investigations/Reporting

As stated above, the BBVCC SSCO is required to conduct an Incident Investigation for any Incident reported to his/or her office, beginning within 24 hours of the initial reporting. Reports of serious injuries are to be investigated as soon as possible to ensure proper aid is (or has been) rendered, the scene and all evidence is preserved, and the Board of Directors has been notified.

Depending on the severity of the actual reported Incident, the investigation may be as simple as a phone call, or as extensive as a “full/detailed investigation” that requires witness interviews/statements, photos, recordings, and a “Root-Cause-Analysis”, with detailed Corrective Actions submitted to the General Manager and the Board of Directors.

Detailed Investigations/Reports shall include, but not be limited to:

- Use of the BBVCC Incident Report Form
- Involving at least one (1) member of the Safety/Security Committee
- Witness interviews/written statements
- Photo library
- Possibly recordings, depending on severity of the Incident.
- In cases involving a serious Near Miss, or that results in an injury, a full “Root-Cause-Analysis” must be conducted, with recommended Corrective Actions submitted for approval.

(5) Patrol Vehicle

The SSCO maintains the inventory of equipment carried on board the patrol vehicle and includes the following:

- Flashlight
- Life Jacket
- Camera
- Note Pad
- Clip Board
- Handheld Radar Gun
- First Aid Kit
- Fire Extinguisher
- Reflector Jacket

(6) Traffic Control Monitoring

(a) Radar guns

- (1) The SSCO shall be trained (with written documentation on file) on the use/calibration of all radar guns carried on board the patrol vehicle.
- (2) Radar guns are tested at the beginning of each shift for calibration. Calibration is done in compliance with the manufacturer's recommendations.
- (3) Radar guns shall be used periodically by the SSCO during their patrols to control speeding throughout BBVCC and warnings or citations are issued as appropriate for the condition observed and in accordance with the Guidelines outlined within the BBVCC General R&R's.
- (4) All warning or citations may be appealed to the BBVCC Board of Directors using the procedures outlined in the BBVCC General R&R's.

(b) Radar Camera

- (1) The SSCO shall be trained in accordance with the manufacturer's recommendations (with written documentation on file) in the use and calibration of the radar camera(s) used throughout BBVCC.
- (2) BBVCC radar cameras will automatically capture vehicles/drivers in violation of pre-set speed limits. A Notice of Violation (with pictures and recorded speed violation) can be sent to the offending party's BBVCC home address or email on file.
- (3) All warning or citations may be appealed to the BBVCC Board of Directors using the procedures outlined in the BBVCC General R&R's.

(c) Speed Reader Signs

- (1) Speed Reader signs that display the traveling speed for oncoming vehicles are located throughout BBVCC.
- (2) The BBVCC SSCO maintains responsibility to work with the maintenance department for the rotation of these speed signs on a periodic basis throughout BBVCC.

3.3.5 Safety/Security Committee (SSC)

The BBVCC SSC has responsibility for:

(1) Taking part in reported Incident investigations and reviewing Safety/Security-related Incident Reports.

- 1.1 Determine if anything can be done to help prevent similar incidents in the future.
- 1.2 Evaluate the response to individual incidents by BBVCC Safety/Security Officers and other BBV Staff.
- 1.3 Help ensure that the appropriate follow-up has been done; in terms of reports and other cooperative efforts with government agencies such as the Sheriff's Department.
- 1.4 Provide a written report to the General Manager, and the Chairperson of the Safety & Security Committee, detailing suggestions for improvement in responses.

(2) Responding to safety and security concerns received by the committee from residents, Security and BBVCC Staff.

- 2.1 Investigate each concern determine the facts.
- 2.2 Provide written recommendations to the General Manager and BBV Board so follow-up action can be taken.

(3) Reviewing all pertinent BBV Rules and Regulations annually in order to:

- 3.1 Determine whether the rules and regulations address Safety/Security issues in an appropriate, fair, and effective way.
- 3.2 Provide a written report to the BBV Board of Directors detailing suggestions for additions or changes for the following BBV Board meeting.

(4) Reviewing (with BBVCC General Manager) the current Gate Standard Operating Procedures (SOP's) annually in order to:

- 4.1 Determine whether the guidance they provide is broad enough to encompass all possible safety/security issues, and specific enough to ensure that individual issues are addressed as effectively and completely as possible.
- 4.2 Provide a written report to the General Manager and BBV Board of Directors detailing suggestions for additions or corrections as appropriate.

(5) Occasionally conducting documented Safety Audits/Inspections for:

- Common Areas
- Maintenance Shops
- Mobile Equipment
- Office locations
- Marina
- Golf Course
- Clubhouse
- Rec. Center
- Golf Carts
- Tennis/Pickleball courts
- Swimming pool/areas
- Other

(6) Conducting monthly Safety/Security Committee meetings as outlined in the BBVCC Bylaws.

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SECTION 4.0

SECURITY CAMERA SYSTEMS

4.1 Policy Statement

Birch Bay Village Community Club (BBVCC) has security cameras in locations throughout Birch Bay Village, for the protection of Members/Association assets and for the safety/security of residents and their guests.

Video surveillance provides not only a deterrent to inappropriate behavior but can also be used as a means of identification in the event of damage, criminal activity, or an Incident.

To ensure that video surveillance is not abused or misused, the BBVCC Board of Directors has adopted the following rules and restrictions effective [date], governing the use and access of video equipment in the community.

4.2 Purpose

The BBVCC recognizes the need to balance the right to privacy and the need to ensure the safety and security of the neighborhood. Accordingly, BBVCC has adopted a policy that upholds this right and provides the necessary mechanisms for protecting the community. BBVCC does not warrant that the equipment will be functioning and recording 100% of the time. There will be times when the cameras are down for maintenance, service, or repair. BBVCC reserves the right to add additional or discontinue video recording at any time.

4.3 Applicability / Scope

This security policy applies to all video surveillance systems

installed by the H.O.A. and applies to BBVCC security systems as well as those installed by members/homeowners.

Note: It must be clearly understood that our members shall always maintain the right to have a “Reasonable Expectation of Privacy” while security camera systems are installed or used.

4.4 Responsibilities

The BBVCC management has the responsibility to purchase, determine placement, install and enforce the use of the BBVCC security camera system, while always maintaining our members right for a “reasonable expectation of privacy.

Our homeowner/members have the responsibility to follow this policy when installing private security camera systems around the outside of their homes and private property, while also maintaining their neighbors right to have a “reasonable expectation of privacy”.

4.5 Installation, Placement and Maintenance of Video Surveillance Equipment

4.5.1 Video Equipment/Records

BBVCC will collect and retain data for a maximum storage of _____30____ days.

4.5.2 Placement

Video and audio recording equipment will only be placed in visible locations that allow the cameras to obtain the desired coverage, specific surveillance targets, and adequate lighting. Cameras installed by BBVCC or homeowners/members will be positioned so as to not willfully intrude on any homeowner’s (or neighbors) property or reasonable expectations of privacy without express written consent from the homeowner (or neighbor).

BBVCC signage will be installed in obvious locations to notify people that the area is under video and audio surveillance.

4.5.3 Locations

BBVCC security camera systems are located in these locations:

- Main and Emergency Gates and some parking lots
- Some BBVCC Common Areas (clubhouse, pool, marina etc.)

4.5.4 Maintenance

Any on-premises maintenance by a contracted company service technician will be done in the presence of a member of the BBVCC Board of Directors, General Manager, or an authorized individual familiar with this policy's confidentiality requirements.

4.6 Access to Video Records

Birch Bay Village Community Club

All access to video surveillance records shall initially be secured and restricted to the BBVCC Board of Directors and General Manager.

Video surveillance footage shall be viewed by Board members (and or General Manager) only upon majority agreement by Board members, and only in response to an event that has occurred that would warrant a review, such as but not limited to:

- Theft
- Vandalism
- Fire
- Bodily harm
- Break-ins
- Suspected traffic violations
- Vehicle accident
- Legal Subpoena issued by the courts

Law Enforcement

If access to video surveillance is required for the purpose of a law enforcement investigation due to criminal activity or potential criminal activity, video surveillance will be reviewed by the Board/or General Manager, and pertinent footage related to the investigation will be provided to the police.

Log of Access

All instances of surveillance footage being viewed by the BBVCC Board (and General Manager), or provided to law enforcement, shall be entered into meeting minutes so that it becomes a part of the HOA's public record.

4.7 Security/Storage

Active video records shall be stored in secured enclosures with limited access by Board members or the General Manager ONLY. No video shall be published on the internet or streamed to mobile devices.

Archived video records shall be stored only for investigative or legal purposes.

4.8 Fees

Fees to cover the cost of providing video records may be charged to the homeowner who has requested such records.

4.9 Timely requests for data

The duration of historical data available is limited to the specific device drive capacity. Requests for data must be made within 15 days of a specific event and should be limited to a specific date range and time.

4.10 Custody, Control, Retention and Disposal of Video Records

BBVCC has no desire or intention to retain video recordings except as required for investigations or evidence. In normal operating conditions, video surveillance footage will automatically be erased or overwritten by the recording device when capacity of the device has been exhausted, which is 30 days.

Specific records relating to evidence or investigations, which must be retained, will be copied onto portable media, such as portable hard drives, USB flash-drives, memory sticks etc., and stored for as long as required, based on the investigation type. Records requiring long-term retention will be turned over to the BBVCC lawyer for storage and security or maintained under the security/management of the BBVCC General Manager.

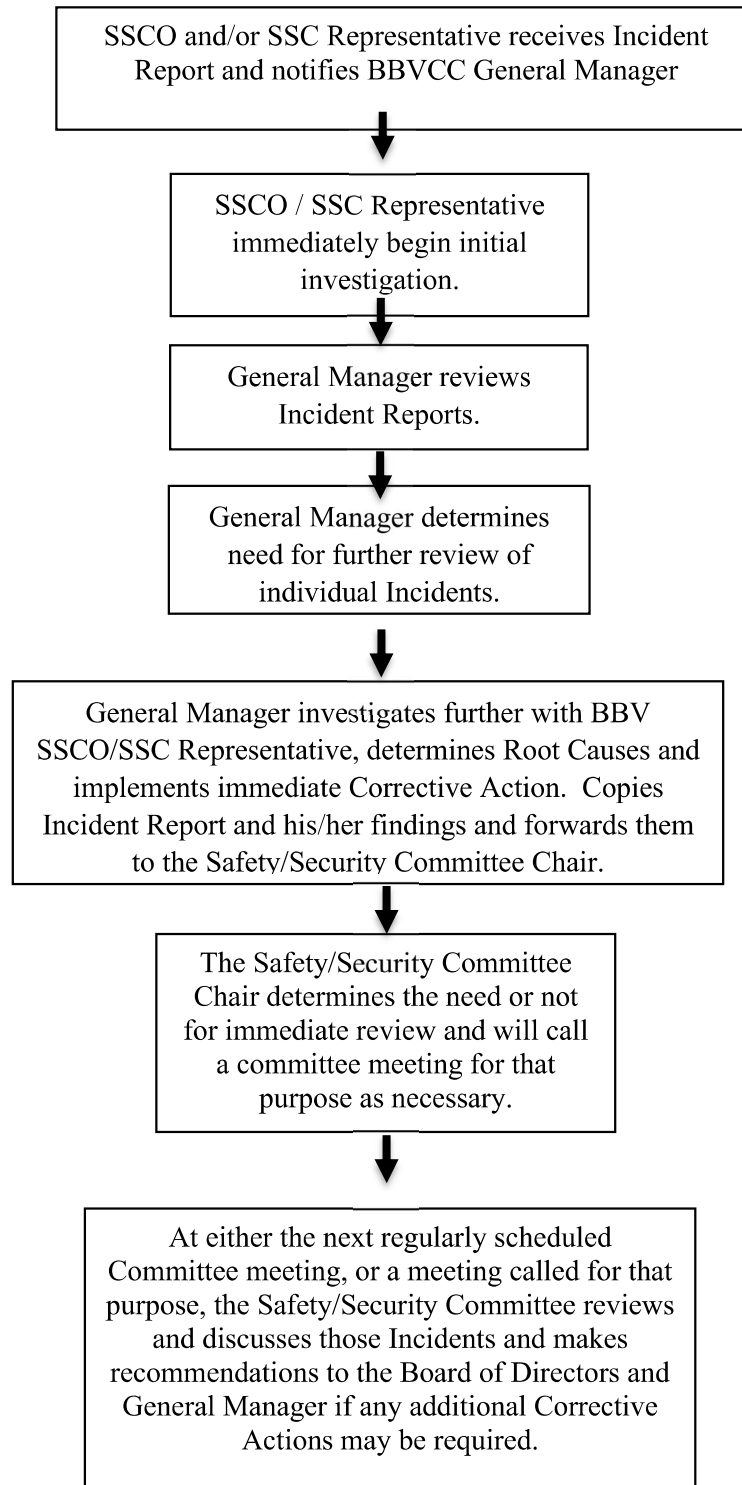
4.11 Accountability

The BBVCC Board of Directors is responsible and accountable for implementing, enforcing and monitoring the deployment, use and viewing of all video surveillance.

The President of the Board is responsible for conveying the policies and procedures to all members of the board and ensuring compliance with those policies.

The Board is responsible for deciding when surveillance footage should be viewed.

APPENDIX: BBVCC Incident Review Flow Chart





8055 Cowichan Road
Blaine, WA 98230
Office: 360-371-7744
www.bbvcc.com

May 18, 2026

To: Birch Bay Village Board of Directors

From: David Franklin, GM

RE: DRAFT Community Plan Charter

At the April Board of Directors meeting the Board discussed the Community Draft Plan delivered by Kimley-Horn and the remaining steps in the community planning process. Management recommended the Board either form a subcommittee of the Board or adopt a similar approach used for the 64.90 project and appoint a Community Plan Task Force to help guide the Community Plan process and ultimately make recommendations to the Board for approval. The Board chose the latter option and the following is a draft Community Plan Task Force charter modeled on that of the 64.90 Task Force charter.

Birch Bay Village Community Club

Community Plan Task Force Charter

Adopted: [Insert Date]

1. Purpose

The Community Plan Task Force ("CPTF") is established by the Board of Directors of Birch Bay Village Community Club to support the development, review, communication, and implementation planning of the Birch Bay Village Community Plan currently being prepared in coordination with Kimley-Horn.

The CPTF is intended to serve as a community-focused advisory body that assists the Board in evaluating long-term priorities, gathering community input, reviewing planning concepts and recommendations, and helping ensure that the Community Plan reflects the needs, values, and vision of the Birch Bay Village community.

2. Authority

The CPTF operates solely in an advisory capacity to the Board of Directors. The CPTF shall have no authority to:

- Bind the Association or Board to any action or policy;
- Expend Association funds without prior Board authorization;

- Direct staff or contractors;
- Modify governing documents; or
- Make public statements on behalf of the Board unless specifically authorized.

All recommendations, findings, and proposed actions shall be submitted to the Board for review, discussion, and possible action.

3. Objectives

The objectives of the CPTF include, but are not limited to:

- Assisting in the review and evaluation of draft Community Plan materials and recommendations;
 - Helping identify community priorities, concerns, and long-term goals;
 - Facilitating constructive communication and community engagement regarding the planning process;
 - Reviewing potential impacts of proposed plan recommendations on community operations, amenities, infrastructure, finances, governance, and quality of life;
 - Assisting the Board in evaluating implementation strategies, timelines, and priorities;
 - Identifying opportunities to preserve and enhance community assets and property values;
 - Providing feedback regarding community expectations for amenities, services, infrastructure, environmental stewardship, and future development;
 - Supporting transparency and public understanding of the planning process;
 - Providing periodic updates and recommendations to the Board throughout the planning process; and
 - Delivering a final summary report and recommendations to the Board upon completion of the planning effort.
-

4. Membership

- The CPTF shall consist of [5–9] members appointed by the Board of Directors.
- Membership may include:
 - Board members;

- Community residents;
 - Volunteers with relevant professional expertise; and
 - Individuals representing diverse perspectives within the community.
 - The Board shall appoint a Chair or authorize the CPTF to elect a Chair at its first meeting.
 - Association staff, management, consultants, or subject matter experts may participate as advisors or liaisons but shall not vote.
-

5. Meetings

- The CPTF shall meet as necessary to fulfill its responsibilities.
 - Meetings may be conducted in person or virtually.
 - Reasonable notice of meetings shall be provided.
 - Meeting summaries or minutes shall be maintained and provided to the Board.
 - The CPTF is encouraged to conduct its work in an open and collaborative manner consistent with the Association's goals for transparency and community engagement.
-

6. Term

The CPTF shall remain active until:

- Completion and presentation of its final report and recommendations to the Board; or
- Dissolution by action of the Board of Directors.

The Board may extend the CPTF as necessary to assist with implementation planning or future phases of the Community Plan.

7. Reporting

- The CPTF shall provide regular progress reports to the Board.
- Interim findings and recommendations may be presented throughout the planning process.
- The final report shall summarize:
 - Community feedback received;

- Key planning considerations;
 - Areas of consensus or concern;
 - Recommendations regarding implementation priorities; and
 - Any additional recommendations the CPTF believes would benefit the Community.
-

8. Conduct

CPTF members are expected to:

- Act in the best interests of the Birch Bay Village community as a whole;
 - Conduct discussions with professionalism, respect, and civility;
 - Encourage constructive and inclusive community participation;
 - Maintain transparency in deliberations whenever practical;
 - Disclose any actual or potential conflicts of interest to the Board; and
 - Respect the advisory role of the CPTF and the decision-making authority of the Board of Directors.
-

9. Guiding Principles

In carrying out its work, the CPTF should consider the following guiding principles:

- Align all recommendations with the organizations mission and vision statements
- Preservation and enhancement of community character;
- Long-term financial sustainability;
- Responsible stewardship of community assets and infrastructure;
- Protection of property values;
- Transparency and community involvement;
- Environmental responsibility; and
- Balanced consideration of current and future community needs.

5/1/26

THIS DOCUMENT IS AN EXTENSIVE OVERHAUL OF THE BBVCC MARINA RULES AND REGULATIONS PREPARED BY THE MARINA COMMITTEE OVER THE PAST YEAR. IT WAS APPROVED BY THE MARINA COMMITTEE ON 4/28/26 FOR BOD REVIEW. IT IS INTENDED AS A DRAFT FOR BOD REVIEW AND DELIBERATIONS ONLY. AFTER RESPONDING TO POTENTIAL BOD COMMENTS AND BOD APPROVAL IT CAN BE SHARED FOR BBVCC COMMUNITY INPUT.

THE BASIS IS VERSION 26 OF THE BBVCC MR&R, WHICH IS THE LAST BOARD-APPROVED VERSION DATED 3/19/26. REVISIONS ARE BASED ON 2025-2026 INPUT (on version 25) FROM MARINA COMMITTEE, HARBORMASTER, GENERAL MANAGER, SEVERAL BOARD MEMBERS, AND GUESTS (LEW JOHNSON & PRIVATE DOCK OWNER SUBCOMITTEE). ADDITIONAL REVISIONS CONDENSE, SIMPLIFY, REMOVE REDUNDANCIES, FIX TYPOS, ACHIEVE CONSISTENCY, IMPROVE READABILITY AND STREAMLINE FORMATS (REDUCED BY 6 PAGES).

MAJOR CHANGES ARE OUTLINED IN A COMPANION DOCUMENT. IMPORTANT NOTE: ALL GENERAL REGULATIONS ARE NOW CONSOLIDATED IN SECTION 2 (previously in Sec 4, Sec 5 and various sub-sections).

HIGHLIGHT COLOR KEY:

YELLOW=NEW RULE, NEW TERM AND DEFINITION, NEW FEE, NEW FINE, OR NEW GUIDANCE. GREEN=EXISTING TERM, RULE, OR CONTENT THAT HAS BEEN SUBSTANTIALLY CLARIFIED AS TO UNDERSTOOD INTENTIONS, AND/OR ADDED TO DEFINITIONS, e.g. "MARINA PRIVILEGES", "PRIVATE DOCKS", ETC. To help see impact in certain cases, the existing rule text being deleted has a hard strike-through to show prior wording being deleted. These hard strikeouts will need to be deleted for finalization.

Comment balloons:

Blue shading indicates pending edits or issues that remain for MC decision/input. Unshaded balloons are FYI resolved comments.

See the complete red-line strikeout (RLSO) file version to see all the surgery!

FOR BBVCC

Revision Number: XX	 <p>BBVCC Marina Rules and Regulations</p>	Page 1 of XX
Month/Year: MM/YYYY		Approved: MM/DD/YYYY
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1. Introduction

1.1 Purpose of Marina Rules and Regulations

The purpose of these Marina Rules and Regulations (MR&R) is to describe rules and requirements that promote the safe and efficient use and operation of the Marina for Birch Bay Village Community Club (BBVCC) Marina Members and their guests. The MR&R are used to administer the Marina Privileges described herein.

1.2 Rules and Regulations Applicability

The MR&R apply to all users of the Marina and its facilities as defined herein. The MR&R govern the activities of BBVCC lot owners, renters, family members, and guests at all times when using the BBVCC Marina. All vessels, vehicles, and persons using the BBVCC Marina are subject to these MR&R, and subsequent changes thereto, as prescribed and approved by the BBVCC Board of Directors (BOD). Private Dock owners and renters of Private Docks are subject to the MR&R whether or not they have vessels moored at their Private Docks. Marina users failing to comply with the MR&R are subject to fines (Appendix A) and other penalties described herein. The MR&R are intended to comply with BBVCC governing documents and policies.

1.3 Authority

1.3.1 The Harbormaster (HM), General Manager (GM) and Assistant General Manager (AGM) are authorized to publish and enforce the BOD-approved MR&R; charge the usage, moorage and other fees, fines and penalties described herein; and require appropriate hold harmless agreements, release agreements, and evidence of insurance. The Marina fee and fine schedules are updated annually, approved by the BOD, and are available on the BBVC website. The BBVCC Marina is a private moorage facility with authority to require all vessels to provide proof of insurance, and impound, determine abandonment, and sell vessels failing to pay fees (RCW 88.26).

1.3.2 The BOD, GM, AGM and HM are authorized to change the MR&R at any time. Changes will be incorporated in a new MR&R revision, which is subject to BOD approval. The revision and change history are outlined in Appendix B.

1.3.3 The HM, GM, AGM and Compliance Officer(s) are authorized to administer the MR&R by written or verbal instruction. The HM, GM, AGM and Compliance Officer(s) will also apply generally accepted safety practices and standards if needed where MR&R are silent.

1.3.4 The HM is authorized to relocate or remove a Marina Member's vessel, or any unauthorized vessel in the event of an emergency, or if a vessel poses a significant safety risk, or for failure to comply with the MR&R. The HM will inform the Marina Member(s) or designated responsible person and prescribe a time frame for relocating or removing the vessel. Vessels may be relocated or removed at the expense of the Marina Member if such member is unresponsive within the prescribed time frame.

1.3.5 The HM, GM, AGM and Compliance Officer(s) are authorized to deny use of the

Marina and all related facilities to Marina Members, their guests and other marina users who fail to comply with the MR&R.

- 1.3.6 The HM, **GM, AGM and Compliance Officer(s)** are authorized to request any persons not complying with the MR&R to leave the Marina and may obtain assistance of law enforcement officers to protect property, lives, or preserve the peace.

1.4 Definitions

Marina: The entire waters of Birch Bay Village Marina and entry channel from the outer navigation marks and jetties northwards, up to the mean higher high water (MHHW) level, including all Community Docks and Private Docks, and all related facilities in Community Tracts C and E including the boat launch ramp, launch ramp dock, tidal grid, boat and trailer washing station, Fuel Dock, pump out station, Guest Dock, dry storage and vehicle parking lots. See Figures 1 and 2.

Marina Privileges: Include vessel moorage on BBVCC Community and Private Docks; use of the boat launch ramp, launch ramp dock, boat and trailer washing station, fuel dock, fuel dispenser, pump out station, Guest Dock, and dry storage facilities. Marina Privileges are granted based on meeting the eligibility requirements, paying the related fees, and complying with the MR&R.

Marina Member: A BBVCC Member in Good Standing who owns a lot or house, or rents a house in the BBVCC and who has paid the appropriate fees for: Marina Usage, Moorage, or Dry Storage.

User: Marina Members and their family members and guests, renters of Private Docks, or other persons authorized to use the Marina.

Vessel: Means every watercraft used or capable of being used as a means of transportation on the water. "Vessel" includes any trailer used for the transportation of watercraft (RCW 88.26). The MR&R specify provisions pertaining only to Small Craft where appropriate.

Guest Vessel: A Vessel that is owned by a guest of a Marina Member, or guest of a BBVCC member or house renter that is not a Marina Member.

Commercial Vessel: Any Vessel actively or currently engaged in any type of business or commercial activity, such as commercial fishing or charter service or any usage of a personal vessel for charter service.

Small Craft: Human or sail-powered vessels suitable for storage in BBVCC-provided racks, and/or moorage in designated Marina locations not reserved for larger vessels.

Community Docks: Main walkways, ends and fingers of A, B, C, D, and E docks that have slips leased to Marina Members. See Figures 1 and 2.

Finger: Lateral piers attached to a Community Dock. Fingers may provide one or more slips depending on Vessel Length.

Slip: A moorage space assigned to accommodate one vessel on a finger or Community Dock end.

Fairway: The waters between adjacent Community Docks, the waters between Private Docks and adjacent Community Docks, and the waters between Private Docks.

Hull Length: The straight-line measurement of a vessel's structural, molded hull from the forward-most point of the bow to the aftermost point of the stern. Hull Length includes integral, non-removable parts like bulwarks, deck/hull joints, and permanently attached swim platforms that are part of the molded structure, but excludes detachable parts like pulpits, bowsprits, anchor rollers, rudders and detachable swim platforms (ISO 8666).

Vessel Length: Overall length of a vessel which includes Hull Length and all bow and stern overhangs such as anchors, bowsprits, swim steps, dinghy davits, and outdrives/outboard motors in raised positions.

Billable Vessel Length: For Community Dock Moorage Fees, the Billable Vessel Length is the Vessel Length plus three feet, or the entire Slip/Finger offered for moorage.

Private Docks: All docks and their appurtenances in the Marina associated with lots in Divisions 6, 10 ("Rausch Cove"), and 15A.

Harbormaster (HM): A BBVCC employee assigned by the General Manager to manage all aspects of the Marina and administer the MR&R. The Harbormaster reports directly the General Manager and has full authority by the BOD to enforce the MR&R, including issuing citations and fines described in the MR&R.

Seaworthy: A Vessel is Seaworthy if its hull, keel, decking, cabin and mast(s) are structurally sound and generally free from dry rot, corrosion, or other defect or deficiency that could render the vessel unsafe.

Operable: A Vessel is Operable if it is able to maneuver safely in the Marina under its own power, whether it is sail or engine powered. Sailboats shall be Operable in the Marina.

Marina Usage Fee: An annual fee required to be paid by every Marina Member for each Vessel for the privilege of using the Marina. This fee includes unlimited launch and retrieval privileges for the Vessel identified in the application. This fee is required for Private Dock owners with vessels, and those users who rent vessel moorage directly from a Private Dock owner. This fee is not required for Private Dock owners that do not have boats at their dock. Annual Moorage Fees for Community Dock slips are paid separately.

Moorage Fee: A fee paid by a Marina Member for the privilege of mooring their vessel at a Community Dock for the entire year or a portion of the year subject to the moorage agreement terms.

Dry Storage Fee: A fee paid by a Marina Member for the privilege of storing their vessel and/or its trailer in a designated stall in the dry storage area subject to the terms of the dry storage agreement.

Small Craft Storage Fee: A fee paid by a Marina Member for the privilege of storing their small craft (e.g., kayak or canoe) on a rack in one of the designated storage areas subject to the terms of the storage agreement.

Human Powered Vessel Moorage Fee: A fee paid by a Marina Member for the privilege of mooring their human-powered small craft in a designated Community Dock location for the entire year subject to the terms of the agreement.

Resident Launch Fee: A fee for a one-time launch and retrieval of a registered vessel in lieu of

an Annual Marina Usage fee. The launch and retrieval must occur within a 24-hour period.

Guest Launch Fee: A fee for a one-time launch and retrieval of a vessel owned by a guest of a Marina Member, BBVC member or house renter. The launch and retrieval must occur within a 24-hour period.

Guest Moorage Fee: A daily fee paid by a guest of a Marina Member, BBVCC member or house renter for moorage on the Guest Dock, or paid by a BBVCC member that is not a Marina Member.

Guest Dock Power Fee: A daily fee for Guest dock power usage.

Guest Dock: The southern 150 feet of dock abutting the Fuel Dock and E dock. See Figure 1.

No Wake: A motor driven Vessel operating at “idle” or just enough speed to maintain control of the vessel while not making a wake, but not exceeding 5 MPH.



Figure 1 Overview Map of BBVCC Marina and Key Facilities



Figure 2 Parking, Launch, Trailer Wash, and Dry Storage Areas

1.5 Applicable General Conditions

1.5.1 All users of the Marina do so at their own risk. No warranty or representation is made by BBVCC concerning the condition of Marina facilities, including but not limited to the docks, piers, floats, fingers, decks, cleats, power or water service, gates, launch ramp facilities, fueling facilities or fuel quality or the suitability or appropriateness of any of the above to the needs or requirements of any Marina user.

1.5.2 No warranty or representation is made by BBVCC concerning the depth, condition or any other aspect of the Marina basin, channel or surrounding area or approaches.

1.5.3 All users of the Marina or any facility appurtenant or related thereto, by virtue of such use, agree to indemnify BBVCC with respect to any claim, damage or injury suffered by any person or to any property, including damage to BBVCC facilities or structures or to the person or property of Marina user, user's guests, agents, officers, directors or invitees and further agrees by virtue of such use to hold harmless BBVCC from any such claim by any person or entity, which

claim, damage or injury arises from or is in any way related to the user's use of the Marina or related or appurtenant facilities.

1.5.4 Marina Rules and Regulations are subordinate to and /or conditioned by other rules and regulations, including, but not limited to, BBVCC bylaws and covenants, statutes of governing entities (Whatcom County, Washington State, Federal), and U.S. Coast Guard Regulations.

1.6 Notification of Marina Rules and Regulations

Marina Members are responsible to obtain a copy of the BBVCC MR&R from the BBVCC Office, and fully understand the contents and requirements. The MR&R are also available online at the BBVCC website (bbvcc.com). A Marina Member's signature on the application for Marina usage constitutes an acknowledgement that the Marina member, their family members and guests, and renters of Private Docks will abide by the current MR&R.

1.7 Enforcement of Rules and Regulations

1.7.1 Marina Members who fail to comply with the MR&R or the terms of applicable moorage/storage agreements are subject to penalties, including but not limited to moorage and dry storage agreement termination, fines (Appendix A), removal of their Vessel and/or equipment, and impoundment and/or sale of their Vessel and/or equipment (RCW88.26.020).

1.7.2 Marina Members and other users not complying with the MR&R will be notified by the HM or Compliance Officers, who will describe the infraction, related penalty and fine for each non-compliance item (Appendix A). Marina Members are responsible for the conduct of their guests and family members within the Marina.

1.7.3 Fines and charges for the impoundment and / or removal of a Member's vessel will be assessed against the owner (s) of the vessel and / or the property owner in the event the vessel is owned by a guest or house renter.

1.7.4 All fines are due upon receipt. If fines are not paid they may be doubled or otherwise escalated at the rates listed in the fine schedule. In addition, a property lien may be obtained, with related charges and an administrative fee added to the amount owed.

1.8 Marina Administration

1.8.1 The HM is responsible for Community Dock maintenance and repair, fee collection, community dock and guest moorage assignment, dry storage assignment, and other daily administrative functions as directed by GM.

1.8.2 The Marina Committee is an oversight group for BBVCC members, concerning the operation and maintenance of the Marina. The Marina Committee advises the BOD, HM, GM and AGM on suggestions and policy changes that may become necessary for continued safe and efficient Marina operation.

1.8.3 The BOD, GM, AGM, HM and the Marina Committee will respond to valid suggestions or complaints from Marina Members. Marina Members should

submit their suggestions or concerns in writing to the HM, or present their suggestion or concern at a monthly meeting of the Marina Committee.

2. General Rules and Regulations

The following rules and regulations apply to the entire Marina, including Private Docks except where noted.

2.1 Safety

2.1.1 Emergencies: Contact 911 to report emergencies such as fire, injuries or medical emergencies. After contacting 911, immediately notify the BBVCC Main Office at 360-371-7744. For all other emergencies such as a vessel taking on water, or potentially emergent issues, contact the owner or emergency contact listed on the vessel's contact card, then call the Dock Captain and HM.

2.1.2 Fueling: Fueling any vessel using portable containers is only allowed at the Fuel Dock.

2.1.3 Fire Safety: "Hot Work" is prohibited in the Marina (Hot Work includes but is not limited to all types of welding and spark-generating metal cutting and grinding. The use of portable seafood cookers, and barbecue grills is prohibited on the Community Docks, Guest Dock and on vessels moored at these locations. See NFPA 303.8.2.6.

2.1.4 Fire Extinguishers required: All vessels moored within the Marina with fuel onboard shall be equipped with a currently certified fire extinguisher. Community Docks include fire extinguisher stations maintained by BBVCC staff. Private Docks shall be equipped with a currently certified fire extinguisher.

2.1.5 Accident Reporting: A Marina user that accidentally contacts another's vessel must immediately report the incident to the owner or emergency contact listed on the vessel's contact card, or by contacting the HM, GM or AGM. Failure to report a vessel accident may incur a fine and may result in loss of Marina Privileges.

2.1.6 Speed limit for vessels in the Marina is No Wake. Vessels exceeding the speed limit in the Marina are subject to fines and penalties.

2.1.7 Outbound Traffic has Right of Way: because the Marina entry channel is narrow, all vessels entering the Marina must give-way to an outbound vessel and remain seaward of the outer navigation marks until safe passage is possible.

2.1.8 Children: While on Community Docks, children under twelve (12) years of age should be accompanied by an adult and should be wearing a U.S. Coast Guard approved life jacket at all times.

2.1.9 Pets: While on Community Docks, all pets shall be directly under the control of the owner at all times.

2.1.10 Swimming is prohibited throughout the Marina, except for divers servicing vessels.

2.1.11 Fishing is prohibited throughout the Marina, except children may fish from the Guest Dock and Private Docks.

2.1.12 Skateboards, bicycles, roller-shoes, etc. are prohibited on the Community Docks, Fuel Dock and Guest Dock.

2.2 Environmental

2.2.1 Hazardous Material Spills such as oil, diesel, gasoline, hydraulic fluids, paints, solvents, anti-freeze, etc. must be reported immediately to the HM during normal business hours, or after hours or weekends reported to the Main Gate at 360-371-7644. The HM will report to the US Coast Guard when necessary. Vessel owners are responsible for their own environmental cleanup and any costs incurred by BBVCC. Use of liquid soaps or soap sprays is prohibited by law and is punishable by a government fine of up to \$10,000.

2.2.2 Discharge of Sewage from marine heads or holding tanks into Marina waters is prohibited.

2.2.3 Maintenance Activities: During vessel maintenance and repairs the discharge of debris, paint scrapings, waste liquids, and hazardous materials to Marina waters is prohibited.

2.2.4 Disposal of Waste Engine fluids: Used oil, waste fuel, engine fluids and other hazardous materials must not be disposed of in Marina garbage or other BBVCC garbage. Marina Members are responsible for all hazardous material disposal; nearby locations include the Sanitary Service Company Birch Bay Drop Box and the Whatcom County facility near the Bellingham Airport.

2.3 Security

2.3.1 Access Gates: Community Dock gates must remain closed when not in active use. Gates must not be propped open or otherwise held open for longer than normal loading / unloading.

2.3.2 Unauthorized Vessels in the Marina are subject to immediate removal from the Marina.

2.3.3 Crimes or suspicious activities shall be reported immediately by calling 911, and then contact the BBVCC Main Office at 360-371-7744.

2.3.4 Conduct: All Marina Members, users and guests are expected to conduct themselves in a manner that does not disturb or create a nuisance to others.

2.4 Vessel Restrictions and Dimensions

2.4.1 Marina moorage is for pleasure boats only; no commercial vessels or commercial activity is permitted in the Marina.

2.4.2 Liveaboards are not permitted in the Marina; the maximum number of overnight stays in the Marina is 14 days each calendar month unless extended by the HM.

2.4.3 Vessels that present hazards to other vessels, the docks and related facilities, or individuals are not permitted in the Marina.

- 2.4.4 The maximum length of a vessel allowed in the Marina is limited to fifty feet (50) Hull Length.
- 2.4.5 Vessels must not have an excessive beam that would interfere with the reasonable and safe use of adjacent moorage. Further, a vessel may not occupy (or have lines extend) more than 50% of the width between Community Dock fingers and must provide safe passage between boat hulls. For vessels moored in Community Dock double slips (two slips same side of a finger), maximum vessel width must not exceed 30% of the width of the horseshoe (so that inside slip vessels may maneuver around outside slip vessels). No vessel greater than 15 feet wide will be allowed moorage in the Marina. An existing or prospective Marina Member may request a variance for Community Dock moorage of a vessel that exceeds the maximum width limitation up to seventeen (17) feet. Any variance is subject to HM, GM and MC review, approval, and appropriate slip availability. If a variance is granted the vessel must comply with all other requirements of the MR&R.
- 2.4.6 Vessels including all overhangs and attached equipment must not extend beyond the end of the finger or dock into the fairway, or extend over the main dock walkway.
- 2.4.7 Vessels with significant windage (hull freeboard, deckhouse and flybridge) that have been assigned Community Dock end ties and adjacent horseshoes may be relocated to shoreward slips in early Fall through the Winter to reduce loads on pilings during wind storms. The HM will coordinate these moorage reassignments with the Marina Member and specify the timeframe for relocating their vessels to their original slip assignments.
- 2.4.8 The HM may measure Community Dock vessels and will adjust moorage fees accordingly. The HM will notify and work with Marina Members to rectify the situation if their vessels are found to exceed the above requirements.
- 2.4.9 Any Community Dock vessel deemed too large or too small for its slip may be relocated to a slip of more appropriate size if space is available. Moorage fees will be adjusted accordingly.
- 2.4.10 If additional Community Dock slips on the same finger are desired for other Marina Member's vessels or for convenience, these will be considered through the wait list process.

2.5 Operability, Seaworthiness, Vessel Condition, Verifications and Emergency Access

Vessels, moored in the Marina or located in the dry storage yard, must be operable, seaworthy and maintained in an acceptable condition.

- 2.5.1 **Operable Vessel:** If a vessel will be inoperable due to maintenance, repair or other need, owners should inform the HM and provide the date(s) and duration of expected inoperability. Otherwise, if a vessel appears inoperable, the HM may require a demonstration of the vessel's operability. The HM may repeat this request to test vessel operability as needed. The HM will provide a written notice to the vessel's owner requiring such a demonstration within two weeks,

or be subject to fines. When a vessel is found to be inoperable, the owner shall have thirty days (30) to make repairs and demonstrate its operability. If after thirty days (30) the vessel is still not operable, the moorage or storage agreement may be terminated. An additional thirty days (30) may be granted to complete repairs if the vessel owner has, in the opinion of the HM, made substantial progress toward completion of repairs. **If the vessel is not returned to an operable condition, the vessel must be removed from the Marina or it may be impounded and Marina Privileges may be revoked.** If the subject vessel is removed from the slip for repairs, the HM may sublease the slip until the vessel is returned in an operable condition.

- 2.5.2 Seaworthy Vessel:** If a vessel appears unseaworthy, the HM will provide a written notice to the vessel's owner requiring a response within two weeks, or be subject to fines. If a dispute over the seaworthiness of a vessel arises, the HM may seek the opinion of a qualified independent Marine Surveyor at the vessel owner's expense. If a determination is made that a vessel is unseaworthy, the owner shall have thirty days (30) to return it to a seaworthy status.

If after thirty days (30) the vessel is determined to still not be seaworthy, the moorage or dry storage agreement will be terminated. An additional thirty days (30) may be granted to complete repairs if the vessel owner has, in the opinion of the HM, made substantial progress toward completion of repairs. **If the vessel is not returned to a seaworthy condition, the vessel must be removed from the Marina or it may be impounded and Marina Privileges may be revoked.**

If the subject vessel is removed from its slip for repairs, the HM may sublease the slip until the vessel is returned in a seaworthy condition.

- 2.5.3 Vessel Condition:** A vessel that is poorly maintained, badly deteriorated or likely to damage others' property is subject to corrective actions. The HM will provide a written notice to the vessel's owner identifying issues and requiring corrective actions to be completed within two weeks, or be subject to fines. If the vessel owner is not available, or refuses to act upon this notice, the HM (with BOD concurrence) may require the owner to remove the vessel and pay any remaining balances.

- 2.5.4 Inspection of Vessel and Appurtenant Items:** Vessels and their appurtenant items (dock boxes, boarding steps, trailers) must be maintained in good condition and not pose a hazard to BBVCC property or other vessels or facilities. Deficient items may be denied permission to remain in the Marina.

Upon request from the HM, the vessel's owner must grant permission for an inspection of their vessel or appurtenant item to determine compliance with the MR&R. Failure to grant permission may result in termination of the moorage or dry storage agreement.

- 2.5.5 Emergency Access:** Vessel owners shall allow the HM, Dock Captains, or Fire Department to board their vessels without notice if their vessel appears to be taking on water, has broken mooring lines, or shows other signs of distress. The HM, Dock Captains and Fire Department personnel may take Good Samaritan

actions intended to reduce damage to the owner's vessel, other vessels, or Marina property; such boarding does not construe liability or bailment towards BBVCC.

2.6 Abandoned Trailers and/or Boats

2.6.1 Trailers and/or boats left in the Marina or dry storage area without the payment of appropriate annual fees are subject to late fees and interest and may be considered abandoned if fees are not paid.

2.6.2 The owner will be notified and notice will be posted on the trailer and/or boat. If fees have not been paid within fifteen (15) days of notification, the trailer and/or boat may be locked/impounded. **If fees have not been paid within 45 days of notification, the boat/trailer may be considered abandoned, subject to legal proceedings and may be sold according to RCW 88.26.020.** All storage impounds, and legal costs will be the responsibility of, and charged to, the owner(s). Costs associated with a private impound will be paid when the items are sold by the BBVCC and / or may be assigned as lien against the owner's property.

2.7 Disposal of Trash and Recyclables

The trash containers provided at the Marina are for the waste generated directly from Marina Members' vessels only. Hazardous materials (e.g. oil, waste fuel, paint, solvents, etc.) shall not be discarded in the trash containers or left in the area of the containers. Recyclable waste must be taken home for recycling. Depositing household trash or any other trash is prohibited and subject to a fine (see BBVCC General Rules and Regulations Schedule of Fines).

2.8 Hazardous Material Storage

Storage of hazardous material, including oil and fuel, is not allowed on the Community Docks, Private Docks, or trailer parking areas. This also includes storage of hazardous and flammable materials in dock boxes and boarding steps.

2.9 Marina Slip / Docks / Fingers / Pilings Storage

2.9.1 Marina Members shall not install cleats, dock boxes, rollers, rub rail or other accessories on Community Docks or pilings. Moorage tenants may provide their own dock boxes, but all other items must be purchased from the approved list, or otherwise be approved by the HM. Additional cleats and all other approved accessories will be installed only by BBVCC maintenance staff and related fees will be billed to the Marina Member. Moorage tenants shall sign a form acknowledging compliance with this regulation.

2.9.2 Community Docks and fingers must be kept clear at all times. Docks / fingers shall not be used for storage of dinghies, crab traps, shrimp pots, marine equipment, or other materials. Non-compliance will result in a single warning and if not corrected within 72 hours will result in a fine (see Appendix A).

2.9.3 Abandoned items on the Community Docks/fingers will be removed by the HM if attempts to contact the tenant have been unsuccessful. Removed items will be

stored in the maintenance shop area for up to 30 days and will be sold or discarded afterwards. The moorage tenant is responsible for associated disposal fees.

- 2.9.4 Boarding steps are permissible on Community Dock fingers but must not be fastened to the finger. Boarding steps are not allowed on the main dock walkways. Boarding steps shall not exceed half the width of the finger and must not damage the finger or decrease its buoyancy.
- 2.9.5 Homemade dock boxes, corner plates, corner storage platforms, or cross timbers (main dock to finger) are not permitted on the Community Docks.
- 2.9.6 If Community Dock moorage space allows, floats for storing dinghies/tenders, crab traps and other allowable items are permissible but must only be tied to the finger / main dock (no mechanical fasteners allowed). Such floats must not extend into the adjacent slips or fairways and must be maintained in good condition.

2.10 Community Dock Shore Power / Water Usage

- 2.10.1 All shore power users are required to register for automatic payments of shore power usage fees as specified in the Annual Fee Schedule.
- 2.10.2 All vessels connecting to Marina shore power pedestals shall first be tested for AC current leakage within the vessels electrical system, as well as AC current leakage into the surrounding water. Current leakage within the vessel must be 15 milliamps or less. Current leakage from shore power into the water must be 5 milliamps or less. The current leakage test results will be documented and placed in the Marina Member's file.
- 2.10.3 All shore power connections must be made with cords and adapters meeting ABYC standards and be in good condition. A 30-amp marine shore power cord with grounded plug connection is the only power cord allowed for use in the Marina. Cords and connectors that are in poor condition, have corroded or burned connectors, inadequate repairs, or that are overheating are not allowed; continued use after a warning is subject to fines and penalties.
- 2.10.4 Shore power cords must be secured so that they do not hang in the water, extend across the dock/finger, create a trip hazard, or cause damage to outlets and pedestals. Moorage tenants must use only the shore power outlet number assigned to their vessel are responsible for all Shore Power Usage fees. Using another vessel's shore power outlet is not allowed and is subject to fines and other penalties. Violators may be removed from the Marina.
- 2.10.5 The HM may disconnect any shore power cord not meeting the foregoing requirements and may discontinue electrical service. Any damages resulting from disconnection of an unsatisfactory shore power cord will be at the vessel owner's sole risk. The owner expressly authorizes the HM to disconnect any unsuitable shore power cord and releases BBVCC from any claims resulting from such action. The vessel owner will be notified if it is necessary to unplug their vessel's shore power cord.

2.10.6 Water hoses must be stored so as to prevent trip hazards and damage to the water distribution system. Hoses only be hung on shore power pedestal brackets, not on fire extinguisher or water hose cabinets. Modification of the dock water distribution system is prohibited.

2.10.7 Conservation of water is the vessel owner's responsibility. When water is not in use turn off faucets and drain hoses. During the winter months, November through February, BBVCC maintenance will turn off the dock water system and disconnect all hoses.

2.11 Vessel Maintenance / Repairs

2.11.1 Normal maintenance and repair activities (i.e. sanding, varnishing, painting, waxing, washing, etc.) are allowed in the Marina. However, per Section 2, all necessary steps must be taken to ensure that waste materials or their fallout do not enter the waters of the Marina. Non-compliance may result in fines from the Washington Department of Ecology (WDOE).

2.11.2 Vessel owners are responsible for any and all damage caused either to their own property, to another Marina Member's property or to BBVCC property caused by any activities or work performed on their respective vessels by the owner or their designee. Damage to another Marina Member's property or BBVCC property must be reported to the HM immediately.

2.11.3 Use of the tidal grid for vessel repair and maintenance is prohibited.

2.11.4 Use of pressure washers at the boat/trailer washing station is prohibited and subject to a fine (Appendix A).

2.12 Contractor Responsibilities

2.12.1 All contractors performing work within the Marina must register with the BBVCC office. The Marina Member is responsible for notifying the HM that a contractor will be working on their vessel, and also notifying the contractor that they must register at the office.

2.12.2 Contractors, their agents and employees are responsible for all activities they conduct on BBVCC property or on vessels moored in the Marina. Contractors shall comply with the MR&R and applicable County, State, Coast Guard, BBVCC, and other applicable regulations.

2.12.3 Contractors shall remove all materials and debris from docks, fingers, gangways, and surrounding areas daily, and shall not, by their activities hinder or endanger the passage or activities of Marina members or guests. Contractors shall not dispose of bulky waste items or waste fluids in the trash containers.

2.12.4 Access gates must not be left open.

2.13 Vessel Owner Responsibilities

2.13.1 Vessel owners and operators are responsible for protection of their vessel and trailer, including adequate lines, fenders, and space to protect docks and adjacent vessel(s) and / or trailer. For mooring: sufficient mooring lines shall be deployed at all times to provide proper moorage of the vessel.

- 2.13.2 Other Marina Member responsibilities and obligations are defined in the Moorage Agreement, updated and signed by the Marina Member.
- 2.13.3 Actions of guests and family are the responsibility of the Marina Member.
- 2.13.4 Should any damage, other than normal wear and tear, be done to any other vessel or a Marina facility, for any reason, by a vessel or vessel operator, such person shall be liable.
- 2.13.5 Vessel owners shall secure all lines and equipment that may cause noise such halyards and other loose lines or equipment. Generator use is limited to 7AM to 7PM per the BBVCC general rules and regulations. Repeat offenders may be fined or be subject to other penalties.
- 2.13.6 Parking spaces near Community Docks C and D are limited to day use; vehicles should be parked near Community Docks A and B for longer terms. See Fig. 2.
- 2.13.7 The posting of signs for the sale of a vessel must not be larger than 12 in x 18 in. The sign must be posted only on the vessel and must not be higher than 5 ft. above the deck.

3. Eligibility for Marina Usage

3.1 Vessel and Trailer Identification Requirements

- 3.1.1 All vessels and trailers using the Marina require proof of ownership in the form of a current official title or registration in the name of the Marina Member, user or guest. A copy will be kept on file at the BBVCC office for current Marina Members. Washington State registration is not required for vessels less than 16ft long with less than a 10hp motor.
- 3.1.2 Marina decals must be obtained and applied on vessels and trailers prior to using the Marina each year or immediately after payment of usage fees. Decals must be displayed in a visible location on the vessel and on the port side tongue of trailers. Decals from prior years must be removed or obscured by current decals. Marina decals will only be issued when the current title or current registration and current insurance documents are provided and applicable fees are paid.
- 3.1.3 Marina Decals must be on display at all times while using the Marina. A vessel or trailer found using any Marina facility without current Marina decals displayed may be fined and subject to further penalties (see Appendix A). Marina decals are not required for tenders/dinghies and day-launch vessels of residents and guests, who must instead display temporary launch hang tags on their vehicles.
- 3.1.4 All vessels moored at the Community Docks shall display an emergency contact card clearly visible at all times, with Member name(s) and an emergency contact name and phone number. It is the responsibility of the vessel owner to keep the information current.
- 3.1.5 Marina Members must designate a person(s) responsible for their vessel while

absent. This person should be able to respond within an hour in the event of a vessel emergency.

- 3.1.6** All vessels using the Marina must comply with Washington State and/or Canadian requirements for displaying registration numbers and current decals. State and Federal agents are authorized to inspect vessels at any time for proper registration and identification. Failure to provide current registration information may result in fines and further penalties.

3.2 Vessel Insurance Requirements

- 3.2.1** All owners of vessels using the Marina must present proof of current liability insurance and agree to maintain such insurance coverage at all times while using Marina facilities. **If the following minimum required liability insurance is not maintained the vessel must be removed from the Marina immediately: \$300,000 for unregistered small craft, \$500,000 for all registered vessels (effective upon 2026 policy renewal for existing tenants).**

- 3.2.2** Vessel insurance must list “Birch Bay Village Community Club” as Additional Insured and / Additional Interest and / “To Notify”. Failure to keep current insurance on file at any time may result in fines and further penalties.

4. Community Dock Moorage Applications, Fees & Assignments

4.1 Application and Slip Change Process

The HM maintains a list of occupied / unoccupied Community Dock moorage space, a waiting list for parties desiring moorage, and a slip change list for Members wishing to change their assigned moorage location.

- 4.1.1** Requests for Annual or Monthly Moorage, or slip changes shall be submitted to the HM. For vessels registered as a partnership the application shall designate the partner responsible for moorage payments. The Vessel owner on the title must be a BBVCC member in Good Standing. Applicants will be informed when accepted and placed on the waiting list if necessary. Applicants are responsible for keeping the HM informed of their current address, telephone number, and e-mail address.

- 4.1.2** The applicant or designated individual has seven (7) working days to accept an offered moorage. If the applicant or designated individual does not respond within seven (7) days from the date of the initial offer, it will be considered a refusal of the offer and the applicant will be passed over but retain their place on the waiting list.

- 4.1.3** After three (3) refusals of suitable moorage the applicant’s request will go to the bottom of the waiting list.

- 4.1.4** Monthly moorage assignments are based on slip size available at the time of request, **with a minimum of a two-month moorage assignment and related fees. Applicants are responsible for verifying that slip assignments meet their needs before arriving with their vessels.** The HM may reassign or cancel new moorage agreements where vessels differ substantially from application information or if

vessels do not meet other MR&R requirements.

- 4.1.5 A first-time applicant who does not currently own a vessel has 90 days from the time of payment of the moorage fee to provide evidence of their vessel ownership (title or registration) and proof of liability insurance of at least \$500,000. The HM can extend the 90-day period for extenuating circumstances.

4.2 Eligibility Requirements

BBVCC members in good standing, including Private Dock owners, or house renters are eligible for Community Dock moorage through the above process but are subject to the following criteria:

- 4.2.1 Applicants for Community Dock moorage must take and receive a passing score on the online Marina Safety Orientation Course.
- 4.2.2 Applications for a second vessel moorage assignment may be granted to current Community Dock tenants if space is available. However, second vessel moorage is subject to termination at the end of the annual moorage agreement if another applicant wait-listed for new moorage has accepted the related slip assignment.
- 4.2.3 BBVCC house renters shall have a rental agreement on file in the BBVCC office that is valid for the duration of the year for which moorage is sought. The property owner must co-sign their renter's moorage application and moorage agreement. Property owners are ultimately responsible for their renter's obligations including but not limited to costs of damage repair and incident response incurred by the BBVCC on behalf of renters. Upon termination of their house rental agreement, the renter shall immediately remove their vessel from the Marina. House renters, who move directly to a BBVCC house that they purchase, or purchase a BBVCC lot, may retain their assigned moorage.
- 4.2.4 Per BBVCC Governing Documents, any Member renting, leasing, or allowing another or others to occupy his/her residence shall be deemed to have assigned membership privileges to use the Common Areas (e.g. Marina) to the tenant. Once the owner assigns these membership privileges to their house renter, such owner shall no longer be entitled to the use of the amenities or facilities, except that an Owner, in addition to the renter, may be allowed to have Marina privileges Community Dock Moorage if there is no Moorage Wait List as of January 1st of any given year. In the case that there is no moorage wait list on January 1, Owners of property who have renters will become eligible for Community Dock moorage Marina privileges until the following January 1st, subject to availability. If there is a Moorage Wait List as of January 1 of any given year, then the Owner has no Marina privileges as they are relinquished to the renter along with other privileges to use of the amenities or facilities described above is not eligible for Community Dock moorage that year. An Owner renting their property may retain the other Marina Privileges described in the MR&R to the extent they are not subject to priority availability, including monthly moorage.

4.2.5 Usage of a slip may be transferred by the Marina Member to another BBVCC Member who purchases their vessel. The vessel's seller shall notify the HM of a sale within ten (10) working days, and such notification shall include the buyer's name and contact information. Seller's failure to provide prompt notification may result in loss of Marina Privileges. The vessel buyer must apply for moorage prior to completing the transaction.

4.2.6 Upon death, Marina Privileges transfer to a spouse, other family members or executor of the estate for up to 6 months or until the expiration period for the current agreement and Marina fees paid, whichever is longer.

4.3 Moorage Fees

4.3.1 Annual moorage fees are billed in January each year and cover the period from January 1st – December 31st. Annual and monthly Moorage fees are established by the BOD, and based on Billable Vessel Length or the entire length of the finger (see Definitions). Approved annual moorage fee payment terms and late fees will be specified in the BBVCC Annual Fee Schedule.

4.3.2 If the annual moorage fee is not paid by March 1st vessels may be impounded; with costs recovered by a lien on the vessel and/or the Marina Member's lot or other property.

4.3.3 Monthly moorage fees are payable upon assignment and go into effect immediately (no holds). Monthly moorage fees cover the entire month and are not prorated for partial months.

4.4 Moorage Waiting List Policy

The Community Dock moorage waiting list is available at the office, listing the date the applicant requested moorage or a change of slip assignment. The HM maintains a list of occupied / unoccupied moorage space, a waiting list for those desiring moorage, and a slip change list for those wishing to relocate their moorage assignment. BBVCC members have priority over BBVCC house renters (non BBVCC members) desiring moorage. Once a house renter has been assigned a slip, they will retain the slip (providing all eligibility requirements are continued) regardless of BBVCC members on the waiting list. (Members who currently have a moorage assignment but who want to relocate to another slip of similar size have priority over new applicants. Members wishing to add moorage for a second vessel have lowest priority.

4.5 Moorage Assignments

4.5.1 All slip assignments will be made on a first-serve basis depending on the size of the vessel in relation to the slips available as well as the applicant's position on the waiting list. After a moorage assignment has been accepted by an applicant, the vessel must be moored within ninety (90) days of slip assignment and payment (unless, at the discretion of the Harbormaster, an extension is granted due to inclement weather or other extenuating circumstances), or the moorage will be terminated without refund of paid fees.

4.5.2 For monthly moorage assignments, vessels must vacate the Marina by the date specified in their moorage agreement. Community dock access will be

deactivated at the end of the agreement.

4.6 Moorage Reassignments

4.6.1 Under special circumstances it may be necessary to require relocation of a vessel. The HM will, when feasible, provide 30 days' notice. In such cases where the relocation is not related to the size of the vessel, should the new slip be larger than the original slip, the HM shall waive the cost difference for the timeframe involved.

4.6.2 In cases where the Marina member has requested and received slip reassignment, the moorage fee will be adjusted to reflect the new slip length.

4.6.3 Marina members who change vessels and wish to increase or decrease the size of slip, or wish to relocate for other reasons, should notify the HM. For those wishing to increase or decrease the size of their slip, the procedure will be the same as for new moorage (Section 4.1) and subject to the Wait List policy. An exception at the discretion of the Harbormaster is where the member already pays for the entire finger and their larger vessel will not exceed the maximum vessel dimension limitations specified herein.

4.7 Subleasing Moorage

Only vessels with moorage agreements may be moored in their assigned slips. Only the HM can re-assign a Marina Member's slip to sublease to another Marina Member's vessel. If a Marina Member expects their slip will be vacant and available for subleasing, they should provide the HM with the available dates. If a sublease opportunity is available, the HM may elect to fill the vacancy with a sublease, will notify the tenant, and will issue a prorated refund of annual moorage for the period of the sublease.

4.8 Voluntary Moorage Termination

If a Marina Member voluntarily terminates their annual moorage agreement before its expiration, fees for the unused period may be prorated. An additional two month's moorage fees will be added to the period that the slip was used to allow time for the HM to fill the vacant slip. To avoid abuse of the prorated rate, Marina Members are allowed one pro-rated refund every three years for voluntary termination. Vessels and trailers must be removed from the Marina prior to terminating a moorage agreement or BBVCC membership. The vacating Marina Member must pay any fuel and Shore Power fees owed prior to moorage agreement termination.

4.9 Involuntary Moorage Termination

When moorage is cancelled as a penalty for non-compliance with MR&R, the member's vessel (and trailer if applicable) must be removed from the Marina or dry storage area within 30 days' notice of cancellation. An additional two month's moorage fees will be added to the period that the slip was used to allow time for the HM to fill the vacant slip. Usage, Moorage and dry storage fees already paid are not refundable and all unpaid fees and fines must be paid.

4.10 Key-Fobs

The key-fobs used for unlocking Community Dock gates are also used for accessing other

BBVCC facilities as authorized. Key-fobs assigned to BBVCC members and renters will be activated to allow Community Dock access for the period of the moorage agreement and will be deactivated upon expiration of the agreement. One key-fob will be issued free of charge per household. Additional key-fobs or the free Brivo smartphone application can be acquired.

5. Launch Ramp Usage

5.1 Eligibility

5.1.1 Usage of the launch ramp is available to Marina Members, BBVCC members and BBVCC house renters in good standing, and their guests who meet application criteria, pay the launch fees, and provide vessel ownership, registration and insurance information. House renters must have a current rental agreement on file to qualify for launch ramp usage privileges.

5.1.2 An application must be submitted and approved, and the appropriate Marina fees described below must be paid to the BBVCC office before using the launch ramp.

5.1.3 BBVCC entry decals only authorize a vessel and its trailer for entry to BBVCC property. The entry decal does not indicate that the vessel owner has paid the appropriate launch fee or is a Marina Member. Such vessel(s) and or trailer(s) may not be launched / retrieved in the Marina until launch ramp privileges are granted by application. Proof of ownership is required to receive BBVCC entry decals which are only available for BBVCC members and house renters.

5.2 Application

Application for launch ramp privileges is made through the BBVCC office. All application and eligibility requirements contained in Section 3 must be satisfied at the time of application submittal.

5.3 Fees

The Annual Marina Usage fee is based on vessel length and includes unlimited launch ramp access. The fee is for the calendar year and cannot be pro-rated. The Resident Launch fee and Guest Launch fee cover a one-time trailerable vessel launch and retrieval within a 24-hour period. Upon providing current insurance and registration to the HM, a password will be provided to access an online payment form. Up to six (6) Guest Launch fees may be purchased within a calendar year.

5.4 Terms and Conditions

5.4.1 Launching privileges include use of the launch ramp to launch and retrieve vessels from the Marina at a frequency according to the fee paid. Vehicles with attached boat trailers may be parked for up to 72 hours in the launch parking lot area between A and B Docks. See Figure 2. If more than 72 hours parking is needed, owners should make arrangements with the HM. Launching privileges do not include Marina moorage or trailer storage.

5.4.2 Launch ramp decals will be issued upon payment of the launch fee and after proper paperwork is on file. Decals for the current year must be affixed to the

boat and trailer on the port side in a visible location for the purpose of identification. Decals from prior years must be removed. Temporary passes will be issued for one-time launch and retrieval and must be displayed hanging on the vehicle's mirror.

- 5.4.3** Guests of BBVCC members or house renters may use the launch ramp if the member pre-registers with the BBVCC office before guest entry into BBVCC. Current boat registration, trailer registration, vehicle registration and liability insurance in the guest's name are required before guest entry into BBVCC. Guest's vehicles and trailers may be parked temporarily in the launch parking area between A and B Docks. See Figure 2. Marina Members, BBVCC members and renters are responsible for the conduct of their guests and the guest's compliance with the MR&R.

6. Dry Storage

6.1 Eligibility

Marina Members, BBVCC members and house renters in good standing may store a vessel on its appropriate boat trailer in the dry storage area after payment of the annual Dry Storage fee and submittal of applicable paperwork (see Section 3). Storage stalls must not be occupied until assigned by the HM.

6.2 Storage Use Restrictions

6.2.1 Use of the storage area is restricted to recreational boats on their appropriate trailers, or empty boat trailers with current Marina dry storage decals, received upon payment of the annual Dry Storage fee and submittal of applicable paperwork. Other items placed in the storage area must be approved by the HM, or the owner will be notified and/or items removed at owner's expense.

6.2.2 A limited number of boat/trailer storage stalls are available with an electricity hookup. Power is turned on from November through March and the Boat Storage Power fee is charged on a full-month basis. Available spaces are assigned by the HM.

6.3 Small Craft Storage

6.3.1 Dry storage of Small Craft is limited to designated storage racks at Sunset Park, Sand Dollar Beach and near the Marina launch ramp. Usage of the racks is subject to HM approval of an application and the payment of an annual Small Craft Storage fee. The fee is for the entire calendar year and is not pro-rated for a portion of a year. Fee payment is due upon approval of the application. Storage space will be rented / renewed on an annual basis according to availability and on a first-come, first-served basis. If space is not available, owners / renters will be put on a waiting list. Applicants for renewal of storage space will take precedence over new storage requests.

6.3.2 Each dry storage rack allows multiple Small Craft, each of which must be identified in approved applications. Each Small Craft must be securely tied to the storage rack with appropriate UV resistant lines or straps. Owners are

responsible for locking or otherwise securing their Small Craft - BBVCC is not liable for loss or damage. Small Craft on storage racks must not infringe on neighboring storage spaces. Oversize kayaks/canoes will be considered on a case-by-case basis.

6.3.3 The HM will provide Marina decals to all registered Small Craft storage users. Decals must be affixed to locations on Small Craft readily visible in storage/moorage locations.

6.3.4 Any property found stored on or near Small Craft storage that is not approved shall be removed by the owner. Owners who have not paid the annual Small Craft storage fee, and / or have not complied with the MR&R are responsible for costs incurred by BBVCC for removal and storage of their property.

6.3.5 Any Small Craft without Marina decals, or that are stored incorrectly or are in danger of damaging neighboring Small Craft will be removed and stored at the BBV maintenance building until the owners have been notified. Small Craft found loose on the storage racks prior to or immediately after high wind events will also be removed from the immediate area to prevent additional property damage. If owners / renters do not or will not retrieve these Small Craft within a reasonable timeframe, they will be surrendered to BBVCC.

7. Human Powered Vessel Moorage

The HM may, at his/her discretion, provide moorage assignments to owners of human powered vessels in accordance with the following:

7.1 Vessel Limitations

Vessels up to 20 feet are eligible for human powered vessel moorage if the sole means of propulsion is human power, including but not limited to rowing skiffs, canoes, kayaks, and similar watercraft; or daysailers.

7.2 Moorage Locations

Human powered vessel moorage will be assigned only on Marina docks or fingers that are not used for other authorized purposes. Unless otherwise approved by the HM, there shall be no dock modifications nor costs incurred to implement this policy.

7.3 Moorage Agreements

The HM is authorized to execute moorage agreements with human-powered vessel owners assigned moorage under this policy and these agreements may contain reasonable provisions related to safety, navigation, insurance coverage and indemnification. The annual Human Powered Moorage fee is payable in advance as established in the annual fee schedule. Vessels must display Marina decals provided by the HM.

8. Fuel Dock Facility

8.1 Eligibility

Use of the Marina fuel dispenser is limited to Marina Members who have applied and paid for a Marina fuel card, and who have completed the online Marina Fuel Dock

Training program. Guests may use the fuel dock to refill their vessel's tank(s) with fuel cans, or via a Member present with a fuel card using the fuel dispenser. Marina members desiring to contract with a diesel fuel truck delivery service at the fuel dock must contact the HM for specific requirements and approval.

8.2 Fuel Card Application

The application for a Marina fuel card must be submitted to and approved by the HM. Fuel cards are subject to an annual Marina fuel card fee and a one-time setup fee. Fuel cards will be deactivated at the end of each calendar year and reactivated only after payment of the next annual fee. Fuel card applicants must register for automatic payments.

8.3 Terms and Conditions

In using the self-serve gasoline fuel pump system, the user agrees to abide by the posted operation instructions. The Marina fuel card will be deactivated upon termination of Marina Privileges. Fuel rates are set based on the current cost per gallon as delivered to the Marina plus an administrative fee.

9. Guest Moorage and Guest Dock Usage Eligibility and Limitations

9.1.1 Limited temporary moorage for guests of Marina Members, BBVCC members and house renters is available for a daily Guest Moorage fee on a first come reserved basis at the Guest Dock. A BBVCC member or renter who is in good standing and is not a current Marina Member may use the Guest Dock under the same terms as a guest. Guest vessels must not exceed fifty (50) feet hull length. Vessels must not block access to the fuel dock and pump out facilities.

9.1.2 Guest moorage power is available, and if used, power is subject to the daily Guest Dock Power fee and shore power cords must meet ABYC standards.

9.1.3 Marina Members shall not use the Guest Dock for moorage, except for brief stops to pick up and drop off passengers.

9.1.4 Maximum length of stay at the Guest Dock is up to three (3) consecutive nights (leaving by noon of the fourth day) with the maximum number of three (3) nonconsecutive stays per calendar. BBVCC members and renters who are not Marina Members are also allowed up to three (3) consecutive nights with a maximum of six (6) non-consecutive stays per calendar year.

9.1.5 The HM, under extraordinary circumstances, has the authority to assign temporary moorage to guest vessels in vacant Community Dock slips. Utility usage will not be billed to the permanent slip tenant.

9.1.6 Marina Members may not share their Community Dock slips with guests.

9.2 Registration

The Marina Member or BBVCC member must notify the HM and make a Guest Dock reservation for their guest prior to arrival. In addition, a Guest Usage application must be provided to the office and a Guest Pass must be obtained and properly displayed on the vessel during the entire duration of the length of stay. Guests must provide an insurance

certificate indicating current liability coverage of at least \$500,000. Private Dock guests must also register their vessel with the HM and provide insurance certificates.

FOR BBVCC BOARD OF DIRECTOR'S REVIEW ONLY

Appendix A Fines for Non-Compliance

MR&R Sec. No.	Infraction	1 st Offense	2 nd Offense
5.1	Unauthorized use of the Launch Ramp	\$150 Fine+fees	\$300 Fine+fees
6.1	Unauthorized use of the Marina Dry Storage Yard	\$50 Fine +fees 72 hrs to remove	\$100 Fine if not removed within 72 hrs
2.1.6	Exceedance of the No Wake speed limit	Warning	\$50 Fine
3.1.3	Missing or outdated Marina decals; application fees not paid	Warning 72 hrs to correct	\$25/day Fine+fees, potential impound
3.1.6	Vessel registration not current	Warning 72 hrs to correct	\$25/day until resolved
3.2	Insurance insufficient or expired	\$200	\$25/day until resolved
2.1.9	Pets not in control or leashed on Community Docks	Warning	\$50 Fine
2.9.1	Unauthorized alteration to docks or fingers	\$100 Fine + service charges	\$200 Fine +service charges
2.9.2	Improper storage on the docks or fingers	Warning 72 hrs to correct.	\$25/day Fine until resolved
2.10.3	Improper electrical connection/cord	Warning 72 hrs to correct.	\$25/day Fine until resolved
2.1.8	Children without life jackets while on docks or fingers	Warning	Fine
2.1.5	Failure to report vessel accident to the HM and other vessel owner	\$250 Fine	\$500 Fine/Loss of Marina Privileges for 1 year
2.1.3	Performing Hot- Work” on the Community or Guest Docks	\$100 Fine	\$200 Fine
2.1.7	Failure to give-way to outbound vessel in Marina channel	Warning	\$50 Fine
2.5	Vessel is unseaworthy, inoperable , or in poor condition	30 days to complete work or remove vessel (If owner contacts HM to establish an acceptable timeframe, no fines will be issued)	\$25/day Fine
2.2	Discharge of oil, fuel, hazardous materials, sewage, or contaminated water into the Marina.	\$100 Fine + expenses, cleanup and disposal costs Use of soap/detergent to disperse spills may be finable by WDOE up to \$10,000	\$200 Fine + expenses, cleanup and disposal costs

2.11.4	Pressure washing at the boat/trailer washing station	\$175 Fine	\$350 Fine
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FOR BBVCC BOARD OF DIRECTOR'S REVIEW ONLY

Appendix B Marina Rules and Regulations Change Log

Change #	Date	Section	Subject	Replace/Add/Delete
1	07/19/12	3.1.3	Emergency placard	Add
2	11/15/12	3.3.6	Vessel Restrictions/Dimensions	Add
3	03/21/13	3.2.5/5.10	Sub-letting	Change
4	05/16/13	6	Small Boat Moorage	Change
5	10/21/13	2.3	Access Gates	Change
6	06/19/14	6.4	Terms & Conditions	Add
7	06/19/14	8.3	Abandoned Trailers	Change
8	04/06/15	All	Reformat	Reformat
9	04/06/15	3.1.1/3.1.2	Title/registration regulations	Change
10	04/06/15	3.3/6.2	Title/registration regulations	Change
11	04/06/15	4.10	Slip change/new moorage	Change
12	04/06/15	4.11	Sub-assignment	Change
13	04/06/15	6.4	Small boat moorage rate	Change
14	04/06/15	7.4	Temporary trailer parking	Add
15	04/06/15	7.6	Guest launch ramp use	Add
16	04/06/15	8.3	Losing privileges	Add
17	08/20/15	4.2.1	Eligibility/One slip	Change
18	08/20/15	10.3	Vacant Lot	Change
19	10/17/19	Various	Revisions	Change
20	03/19/21	5.5, 7.4, 8.1	Revisions	Change
21	06/01/21	4.4	Revision	Change
22	12/14/23	All	Revision	Change/Reformat
23	7/18/24	Definition(s) F	Revision	Change
24	11/21/2024	Various	Revision	Change
25	12/19/2024	Various	Revision	Change
26	3/19/26	4.3.4	Max vessel width variance request	Add
27	mm/dd/yyyy	All	Extensive revamp (see summary doc)	Revise all

Approved By:

(Board President)

(Board Secretary)

Date: __

Date: __

Revised MM/DD/YYYY

When recorded, return to

Richard A. Davis III
CSD Attorneys at Law PS
1500 Railroad Ave.
Bellingham WA 98225

Color Legend:
No color: Consistency
Green: Bylaws
Yellow: Declarations
Peach: Questions or recommended changes

**AMENDED AND RESTATED DECLARATION OF RIGHTS, RESERVATIONS,
RESTRICTIONS AND COVENANTS OF
BIRCH BAY VILLAGE**

GRANTOR: BIRCH BAY VILLAGE COMMUNITY CLUB, INC.
GRANTEE: THE GENERAL PUBLIC
LEGAL DESCRIPTION: _____
ASSESSOR'S TAX PARCEL ID#: _____ (MASTER)
REFERENCE #: 1009345

**AMENDED AND RESTATED DECLARATION OF RIGHTS, RESERVATIONS,
RESTRICTIONS AND COVENANTS OF
BIRCH BAY VILLAGE**

This Amended and Restated Declaration for BIRCH BAY VILLAGE is made as of the date of its recording.

RECITALS

- a. A Declaration of Rights, Reservations, Restrictions and Covenants was recorded on _____, 1966, under Whatcom County Auditor File No. 1009345 in Whatcom County, Washington (the "Original Declaration"). The Survey Map and Plans to which the Declaration applies were recorded on _____, 1996 in Whatcom County, Washington under Recording No. _____.
- b. The community is a Homeowners Association and has been governed by the Homeowners' Association Act, RCW 64.38 et seq. (the "HOA Act").
- c. This Amended and Restated Declaration ("Restated Declaration") reflects the fact that, along with other amendments to the Declaration, the Association has elected to be governed by the Washington Uniform Common Interest Ownership Act ("WUCIOA" or "Governing Law"), RCW 64.90 et seq, as permitted by RCW 64.90.370(1)(b).
- d. Pursuant to Section 15 of the Original Declaration and RCW 64.90.370(3), this Amended and Restated Declaration was approved by a majority of the Board of Directors for submission to the membership for a vote.
- e. Pursuant to Article 15 of the Original Declaration, not less than [] percent (___%) of the voting power in the Association approved this Amended and Restated Declaration. []
- f. To accomplish the foregoing purpose, the undersigned President and Secretary, respectively, of Birch Bay Village Community Club do hereby certify that the requirements of the Declaration have been complied with and therefore declare and adopt the following Amended and Restated Declaration:

Commented [RD1]: TBD: Either rely upon the lower threshold in RCW 64.90.370 or the higher threshold in the Declaration.

Commented [GU2]: It's my opinion that prior to that date in 2028 when 64.90 becomes mandatory, a vote to 'voluntarily' conform to an early adoption of 64.90 requires the consent of 66-2/3 percent of Lot Owners, as specified in Article 15. Lew

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ARTICLE 1: INTERPRETATION

1.1 Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of this Community under the provisions of the Governing Law, the Washington nonprofit corporation Act, RCW 24.03 and other applicable Washington law.

Commented [JB3]: Bylaws Section 1
In this Article 1.1,1.2,1.3 also have Bylaw Section 3

1.2 Construction and Validity of Governing Documents. All provisions of the Governing Documents are severable. If any provision of a Governing Document, or its application to any person or circumstances, is held invalid, the remainder of the governing document or application to other persons or circumstances is not affected. If a conflict exists between the declaration and the Organizational Documents, the Declaration prevails except to the extent the Declaration is inconsistent with law.

Commented [GU4]: I thought the Governing Law to be referenced was RCW 64.90 (the Washington Uniform Common Interest Ownership Act). Llew

1.3 Consistent with Governing Law. The terms used herein are intended to have the same meaning as given in the Governing Law unless the context clearly requires otherwise or to so define the terms would produce an illegal or improper result.

1.4 Covenant Running with Land. This Declaration shall operate as a set of covenants running with the land, or equitable servitudes, binding on all Owners of the Property or a Unit, together with their grantees, successors, heirs, executors, administrators, devisees or assigns, supplementing and interpreting the Governing Law, and operating independently of the Governing Law to the extent the Governing Law is deemed inapplicable.

It is agreed by acceptance of a conveyance, contract for sale, lease, rental agreement, or any form of security agreement or instrument, or any privileges of use or enjoyment, respecting the Property or any parcel created by this Declaration, that this Declaration, together with the Map, referred to herein, covenants, conditions, restricts and reserves a common plan for the development mutually beneficial to all of the Lots, and that the covenants, conditions, restrictions, reservations and plans are binding upon the entire Property and upon each Lot as a parcel of realty, and upon its Lot Owners or possessors, and their heirs, personal representatives, successors and assigns, through all successive transfers of all or part of the Property or any Security Interests therein, without requirement of further specific reference or inclusion in deeds, contracts or

security instruments, and regardless of any subsequent forfeiture, foreclosures, or sales of Lots under security instruments.

1.5 Captions and Exhibits. Captions given to the various sections and section herein are for convenience only and are not intended to modify or affect the meaning of any substantive provisions of this Declaration. The various Exhibits referred to and attached shall be deemed incorporated herein.

1.6 Form of Words. Each use of the masculine, neuter or feminine gender herein will be deemed to include the other genders, and each use of the plural will include the singular, and vice versa, in each case as the context requires.

1.7 Definitions. The definitions in WUCIOA and this section apply throughout this Declaration unless the context clearly requires otherwise.

“**Act**” or “**Governing Law**” means the Washington Uniform Common Interest Ownership Act (WUCIOA) as provided in Chapter 64.90 RCW.

“**Allocated interests**” means the allocation of interest in the Common Elements, the Common Expense Liability and Voting.

“**Assessment**” means all sums chargeable by the Association against a Unit, including any Assessments levied or imposed through the budget process; specially allocated expenses or any expense chargeable to an Owner or Unit as provided by the Declaration or law; fines or fees levied or imposed by the Association pursuant to the governing documents; interest and late charges on any delinquent account, and all costs of collection incurred by the Association in connection with the collection of a delinquent Owner's account, including reasonable attorneys' fees.

“**Association**” means the Unit Owners Association organized under this Declaration, known as the Birch Bay Village Community Club, Inc.

“**Ballot**” means a Record designed to cast or register a vote or consent in a form provided or accepted by the Association.

“**Board**” or “**Board of Directors**” means the body designated in the Declaration with primary authority to manage the affairs of the Association as provided in RCW 64.90.410(1) and as further described in the Bylaws.

“**Business**” and “**Trade**” have their ordinary generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis that involves the provision of goods or services for which the provider receives a fee, compensation or other form of consideration, regardless of whether (a) the activity is engaged in full-time or part-time; (b) the activity is intended to or does generate a profit; or (c) a license is required to engage in the activity.

“**Bylaws**” mean the Bylaws of the Association as they may from time to time be amended.

Commented [JB5]: Bylaw Section 12

Commented [JB6]: Bylaw Section 2

Commented [GU7]: MKS - WUCIOA should be spelled out at the first use. Same for RCW?

Commented [JB8]: Do we want to have the references to all of the specific RCW's there or remove them through out the document?

Commented [GU9]: MKS - given that they may issue other RCW's in the future, do we want to make this more neutral and reference in an appendix the particular RCW's?

Commented [GU10R9]: I agree, keep the main document as generic as possible. Bev

“Capital Addition or Improvement” means additions to the existing Community Property. This shall not include maintenance, repair or replacement of existing structures and Buildings, even if there are changes to or replacement of an existing material with different material. These do not include making, in the ordinary course of management, repairs to Common Elements or replacements of the Common Elements with substantially similar items, subject to: (A) Availability of materials and products, (B) prevailing law, or (C) sound engineering and construction standards then prevailing.

“Common Elements” means all portions of the Community other than the Units;

“Common Expense” means any expense of the Association, including allocations to reserves, allocated to all of the Unit Owners in accordance with common expense liability.

“Common Expense Liability” means the liability for common expenses allocated to each Unit pursuant to the Governing Law and Article 7. Common expenses are shared equally, subject to some exceptions contained in the Declaration.

“Community” means the Birch Bay Village community, created under the Declaration and the Survey Map and Plans.

“Declaration” means this Amended and Restated Declaration for the Birch Bay Village, as it may be amended from time to time.

“Dispute” means a conflict or a controversy arising out of or related to the provisions of the Governing Documents and duly authorized decisions of the Board. “Dispute” does not include enforcement by the Board of any Violation of the Governing Documents, though enforcement of a Violation may evolve into a Dispute if the final decision of the Board regarding a Violation is challenged. “Dispute” does not include the collection of unpaid Assessments as provided in Article 12.

“Dwelling” means the principal housing structure constructed on a Unit.

“Electronic Transmission” or **“Electronically Transmitted”** means any electronic communication (a) not directly involving the physical transfer of a record in a tangible medium and (b) that may be retained, retrieved, and reviewed by the sender and the recipient of the communication, and that may be directly reproduced in a tangible medium by a sender and recipient.

“Eligible Mortgagee” means the holder of a security interest on a Unit that has filed with the secretary of the Association a written request that it be given copies of notices of any action by the Association that requires the consent of mortgagees.

“Family” means one person or two or more related persons living together, or not more than eight unrelated persons living together as a single, nonprofit housekeeping unit.

Commented [DF11]: There needs to be a definition for “Limited Common Element”.

Commented [GU12]: Standardize everything to 'Lots' which is the term used in this community for rules, fees, etc. Lew

Commented [JB13]: Do we want to have or remove the references to specific sections?

Commented [DF14R13]: Would need to be redefined if assessments were done by lot land value

Commented [GU15R13]: MKS - I realize lot land value will be a major change. I would support such.

Commented [GU16R13]: Bev - Based on what I am hearing, a change in assessment allocation is not supported by the community overall. Currently Article 7 calls for equal allocation and voting based on the current one lot = one vote and similar allocation. Thus as currently written is per the model all members accepted when property was purchased.

Commented [GU17]: Lot. Houses are built on Lots, not units. Lew

Commented [GU18R17]: Bev - while we have consistently used the term lots, the industry uses units...doesn't matter to me.

Commented [GU19]: ditto. Lew

Commented [GU20]: provide a citation for the number 8 unrelated persons. Lew

Commented [GU21]: MKS - is this limitation clause currently part of our declarations? Consistent with the state definition?

“Governing Documents” means the Organizational Documents, Bylaws, Plat Maps, Declaration, rules and regulations, or other written instruments by which the Association has the authority to exercise any of the powers provided for in the Governing Law or to manage, maintain, or otherwise affect the Property. In the event that, and only to the extent that a conflict exists between any of the following, the applicable statutes control over the Declaration, the Declaration controls over the Bylaws, and the Bylaws control over the Rules, Regulations and policies adopted by the Board.

“Governing Law” means the Washington Uniform Common Interest Ownership Act (Chapter 64.90 RCW) or any successor statute, and any amendments thereto.

Commented [GU22]: MKS - you already stated a definition for this in the area under “act” and this one is different that what was stated previously

“Lot” means a physical portion of the Community that is created by a municipal subdivision process pursuant to RCW 58.17 and applicable Ordinance that is designated for separate ownership; the term “Lot” is intended to be coextensive with the term “Unit” as defined in the Governing Law, unless the context clearly evidences a different intent.

“Maps” or **“Plat Map”** means the Plat Maps of the Community recorded in - Whatcom County, Washington, under recording number _____.

Commented [GU23]: MKS = is this meant to be filled in later?

“Manager” or **“Managing Agent”** shall mean a natural person or business entity regularly engaged in the business of managing common interest communities.

“Mortgage” means a mortgage, deed of trust or real estate contract.

“Notice” means a notice provided under the provisions of RCW 64.90.515.

“Occupant” means a natural Person lawfully occupying any portion of any Lot; the term includes without limitation Lot Owners, and family members, employees and tenants of Lot Owners.

“Organizational Documents” means the instruments filed with the secretary of state to create an entity and the instruments governing the internal affairs of the entity including, but not limited to, any articles of incorporation, certificate of formation, and Bylaws (which need not be filed or recorded).

Commented [GU24]: include AMENDED AND RESTATED DECLARATION OF RIGHTS, RESERVATIONS, RESTRICTIONS AND COVENANTS OF BIRCH BAY VILLAGE . Llew.

“Person” means a natural person, corporation, partnership, limited partnership, trust, governmental subdivision or agency, or other legal entity.

“Property” means the real property legally described in Article 2.

“Purchaser” means any Person, other than the Declarant or a dealer as defined in the Governing Law, who or which by means of a voluntary transfer acquires a legal or equitable interest in a Lot other than as security for an obligation.

“Qualified Financial Institution” means a bank, savings association, or credit

union, the deposits of which are insured by the federal government with a branch located in Whatcom County.

“Record,” when used as a noun, means information inscribed on a tangible medium or contained in an electronic transmission, as further defined in Section 10.4.

“Related Party” means a person who has been certified in a written document filed by a Unit Owner with the Association to be (a) the Owner’s spouse, domestic partner, parent, parent-in-law, sibling, sibling-in-law, step parent, step sibling, parent’s sibling, or lineal descendant or ancestor of any of the foregoing persons; (b) an officer or director of any Unit Owner that is a corporation; (c) a member of any Unit Owner that is a limited liability company; (d) the trustee or beneficiary of any Unit Owner that is a trust; or (e) a partner of any Unit Owner that is a partnership.

Commented [GU25]: Lot Owner. Llew

“Residence” means a residential structure built upon any Lot for separate ownership and intended to serve as a personal residence.

“Residential Purposes” means use for dwelling and human habitation, and for reasonable social, recreational or other uses normally incident to such purposes.

“Rule” or **“Regulation”** means a policy, guideline, restriction, procedure, or regulation of the Association, however denominated, that is not set forth in the declaration or organizational documents and governs the conduct of persons or the use or appearance of the Property.

“Security Interest” means an interest in real estate or personal property, created by contract or conveyance that secures payment or performance of an obligation and includes a lien created by a mortgage, deed of trust, real estate contract, lease intended as security, assignment of lease or rents intended as security, and any other consensual lien or title retention contract intended as security for an obligation.

“Single Family Use” means use by a single Family for residing in, on an Ownership, rental or lease basis, and for social, recreational, or other reasonable activities normally incident to such use not inconsistent with this Declaration (including Article 11) or applicable municipal codes.

“Specially Allocated Expense” means any expense of the Association, including allocations to reserves, allocated to some or all of the Unit Owners pursuant to Section 12.3.

“Tangible Medium” means a writing, copy of a writing, facsimile, or a physical reproduction, each on paper or on other tangible material.

“Unit” means a physical portion of the community designated for separate Ownership or occupancy, the boundaries of which are shown on the Plat Map. It is synonymous with Lot in the Original Declaration.

Commented [GU26]: Lot. Llew

“Unit Owner” or “Owner” means a person that owns a Unit, but does not include a person having an interest in a Unit solely as security for an obligation. It also means the vendee, not the vendor, of a Unit under a recorded real estate contract.

“Violation” means an infraction or breach of the Governing Documents, any duly authorized, lawful decision of the Board, or applicable local, state, or federal law and “Violate” means to commit such an infraction or breach.

“Voting Power” means the weight of a Unit Owner’s vote and is equal to the Unit Owner’s percentage of undivided Ownership interest in the Common Elements set forth in Article 5. All units have an equal vote.

“Written” means embodied in a tangible medium. It includes communications by electronic transmission only for persons who have agreed to accept notice by electronic transmission, provided that the communication can be printed by both the sender and recipient.

ARTICLE 2: DESCRIPTION OF LAND

Legal Description of the land included in the Community:

[Redacted]

Situated in the City of Blaine, County of Whatcom, State of Washington.

ARTICLE 3: [RESERVED]

ARTICLE 4: DESCRIPTION OF UNITS

4.1 Number and Location. Each Unit is identified in this Declaration by a Division and Lot number as depicted in the Plat Maps.

ARTICLE 5: DESCRIPTION OF COMMON ELEMENTS

5.1 Common Elements and Facilities. The Common Elements consist of:

5.1.1 Roads, ways and walkways, parking lots

5.1.2 Parks, playgrounds, swimming pool, golf course, marina, club house and tennis courts.

5.1.3 The area of second class tidelands that are unplatted and which are between and within the boundary lines (extended seaward toward the waters of Birch Bay) of those plats that may be declared by the Owner and are bounded in said direction by such tidelands, excepting and excluding that area that may be occupied by a marina, golf course, or by clubhouse ground of the community club mentioned below.

5.1.4 Maintenance areas,

5.1.5 Lighting,

5.1.6 Signs,

Commented [GU27]: Lot. Llew

Commented [GU28R27]: Lot. Llew

Commented [GU29R27]: From the original, add the following: No residential Lot, tract or parcel shall be divided and sold or resold or ownership changed or transferred, whereby any such portion of the plat shall be less than the area shown of the face of the plat. Llew

Commented [GU30]: Lot. Llew

Commented [GU31]: A Lot Owners vote(s) is equal to that number of Lot(s) owned by the voter

Commented [RD32]: Will fill in later.

Commented [GU33]: Lot

Commented [JB34]: Is this where we would include private docks in the Marina? Or would we need to put anything here in regard to ownership

Commented [DF35R34]: They would be in Limited Common Elements section 5.4 unless they belong to the private dock owners.

Commented [GU36]: MKS - As a BBVCC member, my access to the parks and playground is different than the other elements. how are the pool, golf course, marina, club house and courts COMMON?

Commented [DF37R36]: Check with Richard on differentiation between common elements that are accessible via fee only or free to use.

Commented [DN38R36]: DN If we are spelling out all common elements then we should include: gate house, golf shack, lakes, ponds, retrooms and the slew. and all real property.

Commented [JB39]: Part of section 5 from original Declaration. Minimal edits or word for word

Commented [RD40]: Needs better description

5.1.7 Lakes, ponds, greenbelt areas, planted landscape.

Commented [JB41]: Not listed are the Main Gate, Lower Gate, Office, Right of Ways

5.2 Other Common Elements. Any and all other areas or things depicted on the Plat Maps that serve the Units in the Community.

Commented [GU42]: Lot

5.3 Conveyance or Encumbrance of Common Elements. Portions of the Common Elements may be conveyed or subjected to a security interest as allowed by RCW 64.90.465.

5.4 Reallocation as Limited Common Element. The Owners of Units to which at least sixty-seven percent of the votes are allocated, including the Owner of the Unit to which the Common Element will be assigned or incorporated, must agree to reallocate a Common Element as a Limited Common Element pursuant to RCW 64.90.240(3). Such reallocation shall be reflected in an amendment to the Declaration or Plat Map. The amendment must be executed and recorded by the Association and be recorded in the name of the Community. All costs, including reasonable attorneys' fees, incurred by the Association for preparing and recording amendments to the Declaration and Map under this section must be assessed to the Unit(s) affected.

Commented [JB43]: Need to mention to all the Residents/Owners that their Lot is now considered a Unit.
Need to make sure that Lot is changed to Unit throughout the document

Commented [DN44R43]: DN 66.6 percent

Commented [DN45R43]: DN 66.6

ARTICLE 6: [RESERVED]

ARTICLE 7: PERCENTAGE OWNERSHIP INTEREST

7.1 Percentage Interest of Each Unit is equal. Each Unit has one (1) vote. Subject to any Special Allocations and Special Assessments to Individual Owners or Units provided for in this Declaration, the Allocated Interest of each Unit in Common Elements and the Common Expense Liability, are calculated as an equal share for each Unit.

Commented [GU46]: Lot

Commented [GU47R46]: from here-on use 'find and replace' to change all 'unit' to 'Lot'. Llew

Commented [JB48]: Bylaw Section 4.8

Commented [DF49R48]: This is also a potential Recommended amendment if BBVCC wants to explore a more progressive assessment based on the Lot value as determined by the County.

ARTICLE 8: EASEMENTS; RIGHT TO USE

8.1 In General. Each Owner is afforded the privilege to make usual and reasonable use of said roads, ways, walkways and common areas (as may be designated), subject to provisions hereof and to the rights of all other Owners in conformity with the Rules and Regulations, and fees and charges which may be imposed by the Association.

Commented [GU50R48]: Exploration of '...progressive assessment based on Lot value ...' is a distraction from the effort to update to the requirements of 64.90, potentially 'tanking' the entire process. Tax systems fall into three categories: regressive, proportional, or progressive. Both regressive and progressive taxation create conflict between owners of high- and low-value homes, whereas proportional assessments are neutral in that all owners have proportional access to all common areas/amenities. Also, it is patently FALSE to assume that all low-value homes are owned by low-income owners (and vice-versa).

8.2 Drainage. There is hereby reserved to the Association the right to drain all roads, ways, walkways, easement ways and areas, over and across any lot or lots, blocks, tracts and parcels where water might take a natural course after the grading thereof and the right (but without the obligation to do so) to enter upon any Unit to trim, cut and remove brush, trees, stumps, noxious weeds or growths.

Commented [DF51R48]: Pro or con, this comment is better addressed in Section 12.1.2 Allocation of Common Expense

Commented [JB52]: Section 5 & 6 from original Declaration. Minimal edits or word for word

Commented [JB53]: Section 3 from original Declaration. Minimal edits or word for word

8.3 Reservation of easements. Easements for drainage, sewers, water pipes and utilities facilities and service (including but not limited to water supply, electricity, gas, telephone, television) are hereby reserved over, under, upon, in and through all roads, ways and walkways and over, under, upon, in and through all roads, ways and walkways and over, under, upon, in and through a two and a half foot wide strip along each side of the interior lot lines and the front and rear five feet of each lot, tract or parcel of said plat, in which to install, lay, construct, repair, renew, operate, maintain and inspect underground pipes, sewers, conduits, cables, wire and all necessary

Commented [DN54R53]: DN Should this state over, under and across?

Commented [JB55]: Section 4 from original Declaration. Minimal edits or word for word.

Commented [DN56]: DN roadways

Commented [DN57R56]: DN roadways

facilities and equipment for purpose of serving said plat and said land and any other land adjoining, contiguous or adjacent that may be impressed with this Declaration, together with the right to enter upon such easement areas, lots, tracts, parcels, roads, ways and walkways for or pertaining to the aforesaid. The Puget Sound Power and Light Company, the Pacific Northwest Bell Telephone Company, the West Coast Telephone Company, their successors and assigns, and other utility companies, districts and agencies, are included hereby and granted full rights under the aforesaid easements.

8.4 Additional Easements on Plat Map. Additional easements are listed on the Plat Map to effectuate the Community's existence.

ARTICLE 9: OWNERS ASSOCIATION

9.1 Form of Association. The Community shall be administered by the Birch Bay Village Community Club, a non-profit corporation formed pursuant to those certain Articles of Incorporation of the Birch Bay Village Community Club, filed for record with the Office of the Secretary of State, State of Washington. The rights and duties of the members of such corporation shall be governed by the provisions of this Declaration, the other Governing Documents and applicable Washington statutes.

9.2 Membership in Association. Membership in the Association is automatically associated with and appurtenant to the ownership of a Lot in the Community. Except in the case of a termination of the Community, the membership of the Association at all times consists exclusively of all Lot Owners.

9.3 Bylaws. The governance of the Association shall be as provided in the organizational documents, including the Bylaws, to deal with meetings, voting and election and removal of Board members.

9.4 Meetings. Meetings of the Association and the Board shall be held at the time and in the manner provided in the Bylaws.

ARTICLE 10: MANAGEMENT / POWERS OF THE ASSOCIATION

10.1 Management by Board. The Association shall be administered and managed by a Board of Directors as provided in the Bylaws. Except as provided otherwise in the Governing Documents or law, the Board acts on behalf of the Association.

10.2 Authority of the Association

10.2.1 Duties. The Association Must:

- (a) Adopt budgets as provided in RCW 64.90.525;
- (b) Impose assessments for common expenses and specially allocated expenses on the unit owners;
- (c) Prepare financial statements. At least annually, the Association shall prepare a financial statement of the association in accordance with accrual based accounting practices. The financial statements must be audited at least annually by a

Commented [DF58]: Successor companies names should be changed and Cascade Natural Gas added

Commented [GU59R58]: Consider making more neutral. BF

Commented [JB60]: Sections 7, 10, 14 from original Declarations. Revised / modernized - updated for compliance with RCW 64.90 and HOA governance best practices.

Commented [JB61]: Bylaw Sections 1, and 4

Commented [JB62]: Bylaw Section 4.8

Commented [JB63]: Bylaw Section 4.7

Commented [JB64]: Section 10 from original Declarations. Revised / modernized.

Commented [JB65R64]: Bylaw Section 4 and Section 5 goes to 10.1-10.3

Commented [GU66]: MKS - should all of Article 10 be color coded (simply reflecting a movement from the current by-laws into the declaration? Or are there elements in here that are different than previously stated?

Commented [JB67]: Bylaw Section 6 and 8.18

certified public accountant, but may be waived annually by unit owners to which a majority of the votes in the association are allocated;

(d) The association must keep all funds of the association in the name of the association with a qualified financial institution. The funds must not be commingled with the funds of any other association, any managing agent or any other person, or be kept in any trust account or custodial account

10.2.2 Powers. The Board (or the Managing Agent to the extent delegated by the Board) shall exercise all powers of the Association except as restricted by the Governing Law, the Declaration or the Bylaws; shall enforce the provisions of this Declaration and of the Bylaws; and shall have all powers and authority permitted to the Board under the Governing Law, other applicable Washington statutes and the Declaration. Without limiting the generality of the foregoing, the Association shall have the powers to:

(a) Amend organizational documents and adopt and amend Rules and Regulations;

(b) Adopt and amend budgets subject to Member ratification as provided in RCW 64.90.525;

(c) Hire and discharge managing agents and other employees, agents, and independent contractors as required to properly manage the affairs of the Community to the extent deemed advisable by the Board as well as such other personnel as the Board shall determine are necessary or proper for the operation of the Common Elements, regardless whether such personnel are employed directly by the Board or are furnished by the Managing Agent. Such authority is subject to section 10.3.6;

Commented [GU68]: MKS - should the term agent be in the definitions?

(d) Except as limited by Article 16, institute, defend, or intervene in litigation or in arbitration, mediation, or administrative proceedings or any other legal proceeding in its own name on behalf of itself or two or more unit owners on matters affecting the common interest community;

(e) Except as limited by section 10.3, make contracts and incur liabilities

Commented [GU69]: MKS = is a general search and replace needed to address use of "article" versus "section"?

(f) Regulate the use, maintenance, repair, replacement, and modification of Common Elements;

(g) Except as limited by section 10.3, cause additional improvements to be made as a part of the Common Elements;

(h) Except as limited by section 10.3, acquire, hold, encumber, and convey in its own name any right, title, or interest to real estate or personal property, but Common Elements may be conveyed or subjected to a security interest pursuant to RCW 64.90.465 only;

(i) Grant easements, leases, licenses, and concessions through or over the Common Elements;

- for:
- (j) Impose and collect any reasonable payments, fees, or charges
 - (i) The use, rental, or operation of the Common Elements;
 - (ii) Services provided to unit owners; and
 - (iii) Moving in, moving out, or transferring title to units and one time, or monthly, fees to recover expenses associated with Units rented by their Owners;
 - (k) Collect assessments and impose and collect reasonable charges for late payment of assessments;
 - (l) Enforce the governing documents and, after notice and opportunity to be heard, impose and collect reasonable fines for violations of the governing documents in accordance with a previously established schedule of fines adopted by the Board and furnished to the owners;
 - (m) Impose and collect reasonable charges for the preparation and recordation of amendments to the declaration, resale certificates (as required under RCW 64.90.640) lender questionnaires, or statements of unpaid assessments; The maximum reasonable charge for a Resale Certificate shall be adjusted as provided in RCW 64.90.065;
 - (n) Provide for the indemnification of its officers and board members, to the extent provided in RCW 23B.17.030;
 - (o) Maintain policies of insurance providing coverage for (i) fire and other hazard, (ii) liability for personal injury and property damage, (iii) fidelity coverage, and (iv) directors and officers liability, and such other insurance as the Board deems appropriate to protect and maintain the Property and its value;
 - (p) Subject to subsection 10.2.3 of this section, assign its right to future income, including the right to receive assessments;
 - (q) Establish and administer a reserve account as described in RCW 64.90.535;
 - (r) Prepare a reserve study as described in RCW 64.90.545;
 - (s) Exercise any other powers conferred by the Declaration or organizational documents;
 - (t) Exercise all other powers that may be exercised in this state by the same type of entity as the Association;
 - (u) Exercise any other powers necessary and proper for the governance and operation of the Association;
 - (v) Disputes between the Association and Unit Owners or between two or more Unit Owners regarding the Community shall be resolved as provided in Article 16; and

(w) Suspend any right or privilege of a Unit Owner who fails to pay an assessment, but may not: (i) Deny a Unit Owner or other occupant access to the Owner's Unit; (ii) Suspend a Unit Owner's right to vote; or (iii) Withhold services provided to a Unit or a Unit Owner by the Association if the effect of withholding the service would be to endanger the health, safety, or property of any person.

Commented [DF70]: I don't believe that voting rights can be denied for non payment under 64.90

Commented [GU71R70]: BF - Regarding right to vote, can we have legal confirm if an owner is not in good standing they still get to vote?

10.2.3 Borrowing; Power to Assign Future Income. The Association shall have the power to assign its right to future income (including the right to collect and receive Common Expense Assessments), provided that any specific assignment is ratified in advance by the Lot Owners under the following procedures authorized by the Governing Law:

(a) The Board must provide Notice of the intent to borrow to all Lot Owners. The Notice must include the purpose and maximum amount of the loan, the estimated amount and term of any Assessments required to repay the loan, a reasonably detailed projection of how the money will be expended, and the interest rate and term of the loan.

(b) In the Notice, the Board must set a date for a meeting of the Lot Owners, which must not be less than fourteen and no more than sixty days after providing the Notice, to consider ratification of the borrowing.

(c) Unless at that meeting, whether or not a quorum is present, Lot Owners holding a majority of the Votes in the Association reject the proposal to borrow funds, the Association may proceed to borrow the funds in substantial accordance with the terms contained in the Notice.

Commented [GU72]: from AI: RCW 64.90 governs **community association governance and operations**, not borrowing authority. Borrowing power is determined by **governing documents, other statutes (RCW 64.34, RCW 64.38, RCW 26.04)**, and applicable lending laws. this paragraph (c) needs legal review. Llew

Commented [DN73]: Does this make sense?

Commented [GU74R73]: BF - not clear, but I think the wording "unless at that meeting" is the clarification (or double negative) that makes it work, but would be nice to just say the association may borrow unless the majority rejects....

10.2.4 Enforcement against Tenants; General Principles. Any Tenant or other Occupant of a Lot shall be deemed to be bound by all portions of the Governing Documents and Bylaws that are binding upon the Lot Owner thereof, other than the direct obligation to pay Common Expense Assessments to the Association. All rights, remedies and procedures available to the Association when dealing with Lot Owners under the Governing Documents or Bylaws shall be available to the Association when dealing with any tenant or other Occupant of a Lot Owner. If a tenant of a unit owner violates the governing documents, and fails to cure the violation within ten days, in addition to exercising any of its powers against the unit owner, the association may enforce as provided in section 16.10.

10.2.5 Board Discretion regarding enforcement. The board may determine whether to take enforcement action as provided in section 16.9.

10.3 Specific Limitations on Association's Authority.

10.3.1 Loan Ratification. Any borrowing by the Association that is to be secured by an assignment of the Association's right to receive future income requires ratification by the Unit Owners as provided in subsection 10.2.3.

10.3.2 Flags. Unit Owners may display the flag of the United States, or the flag of Washington state, on or within a Unit, subject to reasonable restrictions adopted by the Board pertaining to the time, place, or manner of displaying the flag of

Commented [JB75]: This section should be moved to Article 11.

Commented [GU76]: display the flag of the united states or the flag of washington state, but no other flags of any kind whatsoever Llew.

the United States necessary to protect a substantial interest of the Association. For purposes of this section, "flag of the United States" means the flag of the United States as described in 4 U.S.C. Sec. 1 et seq. that is made of fabric, cloth, or paper.

10.3.3 Signs. Owners may display signs regarding candidates for public or Association office, or ballot issues, on or within a Unit, subject to rules adopted by the Board governing the place, size, number, and manner of those displays.

Commented [JB77]: This section should be moved to Article 11.

10.3.4 The association may adopt rules that affect the use or occupancy of or behavior in units that may be used for residential purposes, only to:

(a) Implement a provision of the declaration; and

(b) Regulate any behavior in or occupancy of a unit that violates the declaration or adversely affects the use and enjoyment of other units or the common elements by other occupants.

10.4 Association Records.

10.4.1 Records to be Kept. The Association must retain the following records:

(a) The current budget, detailed records of receipts and expenditures affecting the operation and administration of the Association, and other appropriate accounting records within the last seven years;

(b) Minutes of all meetings of its Unit Owners and Board, other than executive sessions, a record of all actions taken by the Unit Owners or Board without a meeting, and a record of all actions taken by a committee in place of the Board on behalf of the Association;

(c) The names of current Unit Owners, mailing addresses used by the Association to communicate with them;

(d) The declaration, organizational documents, all amendments to the declaration and organizational documents, and all rules and regulations currently in effect;

(e) All financial statements and tax returns of the Association for the past seven years;

(f) A list of the names and mailing addresses of its current Board members and officers;

(g) Its most recent annual report delivered to the secretary of state, if any;

(h) Financial and other records sufficiently detailed to enable the Association to prepare a resale certificate as required by law;

(i) Copies of contracts to which it is or was a party within the last seven years;

(j) Materials relied upon by the Board or any committee to approve or deny any requests for design or architectural approval for a period of seven years after the decision is made;

(k) Materials relied upon by the Board or any committee concerning a decision to enforce the governing documents for a period of seven years after the decision is made;

(l) Copies of insurance policies under which the Association is a named insured;

(m) Any current warranties provided to the Association;

(n) Copies of all notices provided to Unit Owners or the Association in accordance with the Governing Law or the governing documents for a period of one year; and

(o) Ballots, proxies, absentee ballots, and other records related to voting by Unit Owners for one year after the election, action, or vote to which they relate.

(p) Board members' emails are not Association records. Emails between Board members, or between Board members and managers are not Association records, unless they are the written authorization to take Board action outside of a Board meeting.

10.4.2 Owners Right to Review Records. Subject to subsections 10.4.3 and 10.4.4, all records required to be retained by the Association must be made reasonably available for examination and copying by all Unit Owners, holders of mortgages on the Units, and their respective authorized agents as follows, unless agreed otherwise:

(a) During reasonable business hours or at a mutually convenient time and location; and

(b) At the offices of the Association or other reasonable location.

10.4.3 Protected Records. Records retained by the Association may be withheld from inspection and copying to the extent that they concern:

(a) Personnel and medical records relating to specific individuals;

(b) Contracts, leases, and other commercial transactions to purchase or provide goods or services currently being negotiated;

(c) Existing or potential litigation or mediation, arbitration, or administrative proceedings;

(d) Existing or potential matters involving federal, state, or local administrative or other formal proceedings before a governmental tribunal for enforcement of the governing documents;

(e) Legal advice or communications that are otherwise protected by the attorney-client privilege or the attorney work product doctrine, including communications with the managing agent or other agent of the Association;

law;

(f) Information the disclosure of which would violate a court order or

Owner;

(g) Records of an executive session of the Board;

(h) Individual Unit files other than those of the requesting Unit

Owner or resident;

(i) Unlisted telephone number or electronic address of any Unit

(j) Security access information provided to the Association for emergency purposes; or

(k) Agreements that for good cause prohibit disclosure to the members.

10.4.4 Costs of Records Review. The Association may charge a reasonable fee for producing and providing copies of any records under this section and for supervising the Unit Owner's inspection.

10.4.5 Right to Copies of Records. A right to copy records under this section includes the right to receive copies by photocopying or other means, including through an electronic transmission if available, upon request by the Unit Owner. Any costs incurred by the Association to provide such copies may be assessed to the Unit Owner.

10.4.6 Records as Kept in the Course of Business. The Association is not obligated to compile or synthesize information. Records need only be made available as kept by the Association.

10.4.7 No Commercial Use. Information provided pursuant to this section may not be used for commercial purposes.

10.4.8 Records at change of manager. The Association's managing agent must deliver all of the association's original books and records to the association immediately upon termination of its management relationship with the association, or upon such other demand as is made by the board. The association managing agent may keep copies of the association records at its own expense.

10.5 No Obligation to Provide Security. The Association does not have a duty to provide for the safety or security of persons or property at the community.

ARTICLE 11: USE OF UNITS

11.1 Land Use. Each Unit shall be used only for single family residential purposes, unless otherwise stated on the Plat Map. No Unit shall be divided and sold or resold or ownership changed or transferred, whereby any such portion of the plat shall be less than the area shown on the face of the plat.

Alternative language:

11.1 Single Family Residential Use. The Buildings and Units shall be used for and restricted to use as single family residences only, on an Ownership, rental or lease basis, and for social, recreational, or other reasonable activities normally incident to

Commented [JB78]: Section 8 from original Declaration. Revised / modernized.

Commented [JB79R78]: Bylaw Section 11

Commented [GU80]: The word 'unit' is NOT in the original covenant. Usage of the word 'Unit' will result in confusion, i.e., how many single-family units could be built on one Lot? This must be corrected. Within Article 15 of the original Declaration is the covenant that any amendment "...may change (but not increase) the requirements or burdens...to any purchaser...". It is certain that allowing multiple single-family residences and/or multiple families on a single Lot would be a 'burden' to other Lot owners. Llew.

Commented [GU81]: The use of the term 'buildings and units' creates an ambiguity with regards to limiting Lot usage to 'single family residential purposes'. Such sloppy language would allow developers to argue that the construction of multiple single-family residences on a single Lot is allowed. The original covenants are very clear about this restriction.

such use not inconsistent with the provisions of this Declaration nor applicable zoning and for the purposes of operating the Association and managing the Community if required. Use of a Unit for hotel or transient purposes is not consistent with residential use. Use of a Unit for short term guest rentals, such as through services like Airbnb, are prohibited, even if the Unit is concurrently occupied by the Owner.

11.2 Trade or Business Use. No Trade or Business of any kind may be conducted in or from any Unit or any portion of the Property, except that an Owner or Occupant may conduct a Business activity within the Unit only if:

- (a) the existence or operation of the Business activity within the Unit is not apparent or detectable by sight, sound, or smell from the exterior of the Unit;
- (b) the Business activity conforms to all zoning and land-use requirements for the Property;
- (c) the Business activity does not involve persons who do not reside in the Community coming onto the Property;
- (d) the Business activity does not increase the liability or casualty insurance obligation or premium of the Association;
- (e) in the sole discretion of the Board, the Business activity is consistent with the residential character of the Association and does not constitute a nuisance or hazardous or offensive use;
- (f) the business activity is lawful or sanctioned as legal in the state of Washington; and
- (g) Trade and Business use does not include owners who work from home for an employer.

11.3 Leasing of Units.

11.3.1 Leasing Defined and Regulated. Leasing or renting is defined as occupancy of a Unit by someone other than the Owner or a Related Party, whether or not money is paid to the Owner. Leasing does not include occupancy of a Unit, whether or not rent is paid, by occupants residing in a Unit with the Unit Owner.

11.3.2 Tenant Screening. In accordance with RCW 64.90.565, the Board may adopt a rule that requires any Owner desiring to Lease a Unit to have any prospective Tenant screened or a credit report obtained, at the Owner's sole cost and expense, by a tenant screening service designated or approved by the Board. The Board may require proof that the tenant screening requirement has been fulfilled before the lease commences.

11.3.3 Violation of Governing Documents by Tenant. Each Unit Owner shall have the responsibility to ensure compliance by their Tenant(s) with the Community's Governing Documents and with all applicable state and federal laws. A Unit Owner and/or Tenant may be assessed fines by the Association in accordance with RCW 64.90.405(5) if any Tenant of the Owner fails to comply with the Governing Documents.

Commented [RD82]: Dave: This is alternative language to Section 11.1 above which is current language. This is not required by WUCIOA but would give further definition to the meaning of single family residential use. That said, this may be objectionable to some owners, and the Board should consider if the benefits are worth the potential opposition.

Commented [DF83]: Birch Bay currently has language in the Declaration prohibiting leasing for a period less than 30 days. This should be brought over if BBVCC wants to avoid AirBnBs

Commented [GU84R83]: Bev - agree, the minimum 30 day language needs to be here or the alternative language as identified above.

Commented [GU85]: MKS - what is the order of precedence on this clause versus the desire to not have less than 30 day rentals? When I have a guest (paid or not) living with me in the home over the weekend - how do you enforce the 30 day rule with this clause in place?

Commented [GU86R85]: Communicate Policies: Clearly communicate the HOA's policies to all residents through community meetings, newsletters, and the HOA's website. Transp agency helps garner support and makes enforcement smoother.

Use Technology: Consider using software that tracks short-term rentals and alerts the board to unauthorized listings. This can help monitor compliance and reduce the need for manual enforcement.

Enforce Violations: Establish a clear process for handling violations, which may include issuing warnings for first-time violations and escalating to penalties or legal action for continued non-compliance.

By following these steps, HOAs can effectively manage and enforce their no Air B and B restriction policies, ensuring a harmonious and secure community environment

Commented [GU87]: Bev - not sure this is needed. Our covenants still provide that the actual owner (not lessee) is responsible for ALL compliance and payments, right?

11.3.4 Rental Processing Fees. Pursuant to RCW 64.90.405(2)(j), The Board is authorized to establish and charge reasonable fees in connection with the Leasing of Units and for maintaining Tenant information, in order to defray the added administrative and physical costs of such activities. Such processing fees shall be collectible as an Assessment against the Unit that is Leased and charged to its Owner.

11.4. General Use Restrictions.

11.4.1 Nuisances. No noxious or offensive activities shall be carried on upon any lot, tract or parcel of said land nor shall anything be done thereon which may or may become an annoyance or a nuisance to the neighborhood.

11.4.2 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said Land, except that dogs, cats and other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

11.4.3 Firearms. There shall be no discharging of arms or hunting on said land.

11.4.4 Trees, shrubs. No trees or natural shrubbery shall be removed unless approved in writing by the architectural control and maintenance committee, it being the intention to preserve natural growth, in accordance with the Owner's plan of development. No trees, hedges, shrubbery or plantings of any kinds whatsoever in excess of six feet in height shall be placed, planted or maintained on any of the said property, nor shall any such tree, hedge, shrub or planting be allowed to grow in excess of such height, without written permission of the architectural control and maintenance committee.

11.4.5 Fires, refuse. No outdoor fires for the burning of wood, trash or debris shall be started without first obtaining a valid fire permit during season when required and no Lot shall be used or maintained as a dumping ground for rubbish, refuse or garbage. Garbage or other waste shall not be kept excepting in sanitary containers. All incinerators or other equipment for the disposal or storage of such matter shall be kept in a clean and sanitary condition, and all incinerators shall be approved before installation or use by the architectural control and maintenance committee.

11.4.6 Illegal Activity. No illegal activity shall be carried on in any Unit or Common Elements, nor shall anything be done therein which may be or become an unreasonable source of annoyance or nuisance to other Owners.

11.5 Rules and Regulations.

11.5.1 All Unit Owners shall recognize and be bound by the Rules and Regulations governing the details of the operation of Community, as the Board of Directors may from time to time adopt and amend following the required comment period as provided in RCW 64.90.505.

11.5.2 A copy of the Rules and of each amendment thereto shall be delivered to each Unit Owner in the manner set forth for Notices.

11.5.3 The Board must, before adopting, amending, or repealing any rule, give all unit owners notice of: (a) Its intention to adopt, amend, or repeal a rule and

Commented [JB88]: 11.4.1 and 11.4.6 Nuisances and Illegal Activity. We should remove anything that is not enforceable.

Commented [GU89R88]: 11.4.1 enforcement is a complaint-based process wherein neighbors report activities such as trash being burned in backyards (noxious) or nude sunbathing in front yards (offensive). Without 11.4.1 the Club would be limited to what it could investigate, enforce, and fine. A significant reason for purchasing a Unit within this HOA is the expectation of the enforcement of safety and aesthetics.

Commented [JB90]: Are we going to include fireworks in this section?

Commented [JB91]: Should this include some reference to the Shoemaker - Lightner Tree case?

Commented [DF92R91]: Yes, the court case should be considered when re drafting this section. I will let our attorneys know.

Commented [GU93R91]: also to be considered is the VIEW EASEMENT provided to all Units within Division 10 and some Units within Division 12. This little-known easement is recorded at the County and is enforceable.

Commented [RD94]: Need to exclude pollinator habitat. 64.90.512

Commented [DF95R94]: This should be in 11.4.2

Commented [GU96]: MKS - how are you planning to enforce this? What expectations do you have regarding this upon transfer of ownership? What about disputes where my neighbor did not get permission for the growth beyond 6 feet?

provide the text of the rule or the proposed change; and (b) A date on which the board will act on the proposed rule or amendment after considering comments from unit owners.

11.5.4 Following adoption, amendment, or repeal of a rule, the association must give notice to the unit owners of its action and provide a copy of any new or revised rule.

11.5.5 Every rule adopted by the Board must be reasonable.

ARTICLE 12: ASSESSMENTS, FEES, LIENS AND COLLECTIONS

12.1 Common Expense Assessments.

12.1.1 Annual Budget. Assessments for common expenses shall be made at least annually based on a budget adopted by the Association in the manner provided in Section 12.4 herein.

12.1.2 Allocation of Common Expenses. Except as provided otherwise in this Article, all common expenses must be assessed against all the Units in accordance with their Common Expense Liabilities.

12.1.3 Common Expenses Shall Include:

- (a) Expenses of administration.
- (b) Expenses of maintenance, repair or replacement of Common Elements and facilities.
- (c) Costs of insurance and bonds required by this Declaration and/or the Bylaws.
- (d) A general operating reserve.
- (e) Reserve for replacements and deferred maintenance.
- (f) Any deficit in common expenses for any prior period.
- (g) Any other items properly chargeable as expenses of the Association.

12.1.4 Accounts. The association must establish and maintain its accounts and records in a manner that will enable it to credit assessments for common expenses and specially allocated expenses, including allocations to reserves, and other income to the association, and to charge expenditures, to the account of the appropriate units.

12.2 Payment by Owners. Each Owner shall be obligated to pay its share of Common Expenses and special charges made pursuant to this Article to the Association in equal monthly installments on or before the first day of each month during such year, or in such other reasonable manner as the Board shall designate.

12.3 Specially Allocated Expenses. The following expenses of the Association must be assessed against the individual Units on some basis other than common expense liability. The Association may assess:

Commented [JB97]: Section 11 from original Declaration. Revised / modernized.

Commented [JB98]: Bylaw Section 8

Commented [JB99]: Bylaw Section 8.18 (I believe)

Commented [JB100]: Bylaw Section 8.6-8.8 goes to Article 12.3 to 12.6

12.3.1 Units Benefited. Expenses benefiting fewer than all of the Units or their Unit Owners exclusively against the Units benefited. Examples of expenses that benefits only one Unit are costs to remediate water damage to a Unit, even if Party Walls, or building components maintained by the Association are involved, costs to maintain and repair insulation at the perimeter walls and ceiling of a Unit, and the cost of providing any service of any kind to an individual Unit, its Owner or any occupant;

Commented [DF101]: I believe this could be applied to private docks for dredging or bank stabilization.

12.3.2 Misconduct. To the extent that any expense of the Association is caused by willful misconduct or gross negligence of any Unit Owner, Related Party or that Unit Owner's tenant, guest, invitee, or occupant, the Association may assess that expense against the Unit after notice and an opportunity to be heard, even if the Association maintains insurance with respect to that damage or common expense;

Commented [GU102]: Replace this example, which doesn't pertain to a community of single-family residences with an example that does apply...for example, bank stabilization for waterfront homes in Divisions 10, 15, and 6. Lew

12.3.3 Ordinary Negligence. To the extent that any expense of the association is caused by the negligence of any unit owner or that unit owner's tenant, guest, invitee, or occupant, the association may assess that expense against the unit owner's unit after notice and an opportunity to be heard, to the extent of the association's deductible and any expenses not covered under an insurance policy issued to the association. Such negligence shall include failures of the Owner (Related Parties, guests, etc.) to reasonably comply with the Governing Documents and to maintain the Property as they are required to under the Declaration. Such expenses may include management, administrative and attorney fees, and costs of vendors to repair any damages caused by the negligence;

12.3.4 Late Fees, Interest. Late fees, interest and costs of collection for delinquent accounts; and

12.3.5 Fines and Expenses. Fines and costs for enforcement are assessed against individual Owners in accordance with this Declaration or law.

12.3.6 Special Charges for Services Provided to Unit Owners. Pursuant to the authority granted the Association under RCW 64.90.405(j), a Unit Owner shall reimburse the Association for expenses incurred or amounts paid by the Association for any services requested by such Unit Owner, including, but not limited to the following: (a) review of a request for approval by the Board of a prospective lease agreement for the rental of any Unit, (b) preparation of a Resale Certificate, and (c) review of a request for approval by the Board for any architectural, structural, or related alteration to the interior or exterior of any Unit or Unit Structure.

12.3.7 Move in Fees. The Association may establish move-in fees and transfer fees to recover expenses associated with changes in occupancy, and one time, or monthly fees to recover expenses associated with Units rented by their Owners;

12.3.8 Other as provided by law or the Declaration. Any other expense that can be assessed to a Unit under the Governing Law or provisions of this Declaration.

12.4 Adoption of Budgets—Assessments and Special Assessments. About sixty (60) days prior to the beginning of each calendar year, or other fiscal year as the Board may adopt, the Board shall: a) estimate the charges including Common Expenses and any special charges for particular Units to be paid during the year; b)

shall make provision for creating, funding, and maintaining reasonable reserves for contingencies and operations as well as for maintenance, repair, replacement and acquisition of Common Elements; and, c) shall take into account any expected income and any surplus available from the prior year's operating fund.

12.4.1 Notice and Ratification. Budgets shall be ratified by the members as set forth in the Bylaws or as otherwise provided by Law.

12.4.2 Supplemental Budgets. If the sum estimated and budgeted at any times proves inadequate for any reason (including non-payment for any reason of any Owner's Assessment), the Board may adopt a new budget which shall be ratified in the same manner as the annual budget. If the amounts budgeted and being collected at any time proves excessive, the Board may reduce the amount being assessed and/or apply existing funds in excess of current needs to reserves or refund the excess funds.

12.4.3 Special Assessments. The Board, at any time, may propose a special Assessment. The Assessment is effective only if the Board follows the procedures for ratification of a budget described in the Bylaws, and the Unit Owners do not reject the proposed Assessment. The Board may provide that the special Assessment may be due and payable in installments over any period it determines and may provide a discount for early payment.

12.5 Reserve Account; Withdrawals.

12.5.1 The Association must establish one or more accounts for the deposit of funds for the replacement costs of reserve components. Any reserve account must be an income-earning account. The Board is responsible for administering the reserve account.

12.5.2 The Board may withdraw funds from the Association's reserve account to pay for unforeseen or unbudgeted costs that are unrelated to replacement costs of the reserve components. Any such withdrawal must be recorded in the minute books of the Association. The Board must give notice of any such withdrawal to each Unit Owner and adopt a repayment schedule not to exceed twenty-four months unless the Board determines that repayment within twenty-four months would impose an unreasonable burden on the Unit Owners. The Board must provide to Unit Owners along with the annual budget summary (a) notice of any such withdrawal, (b) a statement of the current deficiency in reserve funding expressed on a per Unit basis, and (c) the repayment plan.

12.5.3 The Board may withdraw funds from the reserve account without satisfying the notification of repayment requirements under this section to pay for replacement costs of reserve components whether or not included in the reserve study.

12.6 Reserve Study Preparation.

12.6.1 The Association must prepare and update a reserve study in accordance with the law. An updated reserve study must be prepared annually. An updated reserve study must be prepared at least every third year by a reserve study professional based upon a visual site inspection conducted by the reserve study professional.

12.6.2 A Unit Owner's duty to pay Assessments is not excused because of the Association's failure to obtain a reserve study. A budget ratified by the Unit Owners pursuant to the declaration is not invalidated because of the Association's failure to obtain a reserve study. Owners may enforce the Association's obligation to obtain a reserve study as provided in RCW 64.90.555.

12.6.3 Except for an award for attorneys' fees and costs, monetary damages or other liability may not be awarded against or imposed upon the Association or its officers or Board members, or upon any person who may have provided advice or assistance to the Association or its officers or Board members, for failure to: establish or replenish a reserve account, have a current reserve study prepared or updated, or make reserve disclosures in accordance with the budget ratification process or other law.

12.7 CPA Audit. At least annually, the financial statements of the Association shall be audited by a Certified Public Accountant. The Board at any time, or by written request of Owners having at least twenty-five percent (25%) of the total votes, may require that an audit of the Association and management books be performed and presented at any special meeting. A Unit Owner, at their own expense, may at any reasonable time make an audit of the books of the Board and Association.

12.8 Statement of Amounts Owed. The association, upon written request, must furnish to a unit owner or a mortgagee a statement signed by an officer or authorized agent of the association setting forth the amount of unpaid assessments or the priority amount against that unit, or both. The statement must be furnished within fifteen days after receipt of the request and is binding on the association, the board, and every unit owner unless, and to the extent, known by the recipient to be false. The Association may charge a reasonable fee for the preparation of such statement.

12.9 Lien for Sums Due; Enforcement.

12.9.1 Lien. The association has a statutory lien on each unit for any unpaid assessment against the unit from the time such assessment is due. The amount of any Assessment, whether regular or special, assessed in respect of any Unit, plus interest at the maximum rate provided by law, and costs, including reasonable attorneys' fees related thereto or incurred to collect same, shall be a lien upon such Unit from the time the Assessment is due. A payment on an Owner's Assessment account shall be applied to the oldest Assessments first, whether for fines, costs of collection, attorneys' fees, interest, late fees, regular Assessments, or Special Assessments.

12.9.2 Priority. A lien under this section has priority over all other liens and encumbrances on a unit except:

- (a) Liens and encumbrances recorded before the recordation of the declaration and;
- (b) Except as otherwise provided in 12.9.3, a security interest on the unit recorded before the date on which the unpaid assessment became due; and
- (c) Liens for real estate taxes and other state or local governmental assessments or charges against the unit.

Commented [JB103]: Bylaw Section 8.14 to 8.17

Commented [GU104]: expand from unpaid assessment to both unpaid assessment, fines and or/or fees. Llew

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12.9.3 Super Priority Lien.

(a) A lien under this section also has priority over the security interests described in subsection 12.9.2(b) of this section to the extent of an amount equal to the following:

(i) The common expense assessments, excluding any amounts for capital improvements, based on a budget adopted by the association, along with any specially allocated assessments that are properly assessable against the unit under such budget, which would have become due in the absence of acceleration during the six months immediately preceding the institution of proceedings to foreclose either the association's lien or a security interest described in subsection 12.9.2(b) of this section;

(ii) The association's actual costs and reasonable attorneys' fees incurred in foreclosing its lien but incurred after the giving of the notice described in (a)(iii) of this subsection; provided, however, that the costs and reasonable attorneys' fees that will have priority under this subsection 12.9.3(a)(ii) shall not exceed two thousand dollars or an amount equal to the amounts described in (a)(i) of this subsection, whichever is less;

(iii) The amounts described in (a)(ii) of this subsection shall be prior only to the security interest of the holder of a security interest on the unit recorded before the date on which the unpaid assessment became due and only if the association has given that holder not less than sixty days' prior written notice that the owner of the unit is in default in payment of an assessment. The notice shall contain:

- (A) Name of the borrower;
- (B) Recording date of the trust deed or mortgage;
- (C) Recording information;
- (D) Name of community, unit owner, and unit designation stated in the declaration or applicable supplemental declaration;
- (E) Amount of unpaid assessment; and

(F) A statement that failure to, within sixty days of the written notice, submit the association payment of six months of assessments as described in (a)(i) of this subsection will result in the priority of the amounts described in (a)(ii) of this subsection.

(iv) Upon payment of the amounts described in (a)(i) of this subsection by the holder of a security interest, the association's lien described in this subsection 12.9.3(a) shall thereafter be fully subordinated to the lien of such holder's security interest on the unit.

(b) For the purposes of this subsection:

(i) "Institution of proceedings" means either:

(A) The date of recording of a notice of trustee's sale by a deed of trust beneficiary;

(B) The date of commencement, pursuant to applicable court rules, of an action for judicial foreclosure either by the association or by the holder of a recorded security interest; or

(C) The date of recording of a notice of intention to forfeit in a real estate contract forfeiture proceeding by the vendor under a real estate contract.

(ii) "Capital improvements" does not include making, in the ordinary course of management, repairs to common elements or replacements of the common elements with substantially similar items, subject to: (A) Availability of materials and products, (B) prevailing law, or (C) sound engineering and construction standards then prevailing.

(c) The adoption of a periodic budget that purports to allocate to a unit any fines, late charges, interest, attorneys' fees and costs incurred for services unrelated to the foreclosure of the association's lien, other collection charges, or specially allocated assessments assessed under RCW 64.90.480 (6) or (7) does not cause any such items to be included in the priority amount affecting such unit.

12.9.4 Subsections 12.9.2 and 12.9.3 do not affect the priority of mechanics' or material suppliers' liens to the extent that law of this state other than WUCIOA gives priority to such liens, or the priority of liens for other assessments made by the association.

12.9.5 A lien under this section is not subject to chapter 6.13 RCW.

12.9.6 If the association forecloses its lien under this section nonjudicially pursuant to chapter 61.24 RCW, as provided under subsection 12.9.12 of this section, the association is not entitled to the lien priority provided for under subsection 12.9.3 of this section, and is subject to the limitations on deficiency judgments as provided in chapter 61.24 RCW.

12.9.7 If two or more associations have liens for assessments created at any time on the same property, those liens have equal priority as to each other, and any foreclosure of one such lien shall not affect the lien of the other.

12.9.8 Recording of the declaration constitutes record notice and perfection of the statutory lien created under this section. Further notice or recordation of any claim of lien for assessment under this section is not required, but is not prohibited.

12.9.9 A lien for unpaid assessments and the personal liability for payment of those assessments are extinguished unless proceedings to enforce the lien or collect the debt are instituted within six years after the full amount of the assessments sought to be recovered becomes due.

12.9.10 This section does not prohibit actions against unit owners to recover sums for which subsection 12.9.1 creates a lien or prohibit the association from taking a deed in lieu of foreclosure.

12.9.11 The association upon written request must furnish to a unit owner or a mortgagee a statement of unpaid assessments as provided in section 12.8. The

liability of a recipient who reasonably relies upon the statement must not exceed the amount set forth in any statement furnished pursuant to this section or RCW 64.90.640(1)(b).

12.9.12 The association's lien may be foreclosed in accordance with (a) and (b) of this subsection.

(a) The association's lien may be foreclosed judicially in accordance with chapter 61.12 RCW, subject to any rights of redemption under chapter 6.23 RCW.

(b) The lien may be enforced nonjudicially in the manner set forth in chapter 61.24 RCW for nonjudicial foreclosure of deeds of trust if the declaration: Contains a grant of the common interest community in trust to a trustee qualified under RCW 61.24.010 to secure the obligations of the unit owners to the association for the payment of assessments, contains a power of sale, provides in its terms that the units are not used principally for agricultural purposes, and provides that the power of sale is operative in the case of a default in the obligation to pay assessments. The association or its authorized representative may purchase the unit at the foreclosure sale and acquire, hold, lease, mortgage, or convey the unit. Upon an express waiver in the complaint of any right to a deficiency judgment in a judicial foreclosure action, the period of redemption is eight months.

12.9.13 In an action by the association to collect assessments or to foreclose a lien on a unit under this section, the court may appoint a receiver to collect all sums alleged to be due and owing to a unit owner before commencement or during pendency of the action. The receivership is governed under chapter 7.60 RCW. During pendency of the action, the court may order the receiver to pay sums held by the receiver to the association for any assessments against the unit. The exercise of rights under this subsection by the association does not affect the priority of preexisting liens on the unit.

12.9.14 Except as provided in subsection 12.9.3, the holder of a mortgage or other purchaser of a unit who obtains the right of possession of the unit through foreclosure is not liable for assessments or installments of assessments that became due prior to such right of possession. Such unpaid assessments are deemed to be common expenses collectible from all the unit owners, including such mortgagee or other purchaser of the unit. Foreclosure of a mortgage does not relieve the prior unit owner of personal liability for assessments accruing against the unit prior to the date of such sale as provided in this subsection.

12.9.15 In addition to constituting a lien on the unit, each assessment is the joint and several obligation of the unit owner of the unit to which the same are assessed as of the time the assessment is due. A unit owner may not exempt himself from liability for assessments. In a voluntary conveyance other than by foreclosure, the grantee of a unit is jointly and severally liable with the grantor for all unpaid assessments against the grantor up to the time of the grantor's conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee. Suit to recover a personal judgment for any delinquent assessment is

maintainable in any court of competent jurisdiction without foreclosing or waiving the lien securing such sums.

12.9.16 The association may from time to time establish reasonable late charges and a rate of interest to be charged, not to exceed the maximum rate calculated under RCW 19.52.020, on all subsequent delinquent assessments or installments of assessments. If the association does not establish such a rate, delinquent assessments bear interest from the date of delinquency at the maximum rate calculated under RCW 19.52.020 on the date on which the assessments became delinquent.

12.9.17 The association is entitled to recover any costs and reasonable attorneys' fees incurred in connection with the collection of delinquent assessments, whether or not such collection activities result in a suit being commenced or prosecuted to judgment. The prevailing party is also entitled to recover costs and reasonable attorneys' fees in such suits, including any appeals, if it prevails on appeal and in the enforcement of a judgment.

12.9.18 The association may not commence an action to foreclose a lien on a unit under this section unless:

(a) The unit owner, at the time the action is commenced, owes a sum equal to at least three months of common expense assessments; and

(b) The board approves commencement of a foreclosure action specifically against that unit.

12.9.19 Every aspect of a collection, foreclosure, sale, or other conveyance under this section, including the method, advertising, time, date, place, and terms, must be commercially reasonable.

12.10 Remedies Cumulative. The rights and remedies set forth in this Article 12 are not exclusive, and the exercise of any right or remedy does not preclude the exercise of any other rights or remedies in this Section, or that may now or subsequently exist in law or in equity or by statute or otherwise.

ARTICLE 13: INSURANCE

13.1 Association Insurance.

13.2 Authority. General Provisions. Name of Insured.

13.2.1 General Provisions. In accordance with RCW 64.90.470, the Board of Directors shall obtain and maintain for the Association: property insurance, commercial general liability insurance, fidelity insurance and other insurance described in greater detail below in this Section 13, under such terms and for such amounts as shall be deemed necessary or desirable by the Board, Levels of coverage and deductibles from coverage shall be determined annually by the Board with assistance from the agent of the insurance company or companies affording such coverage. Unless not reasonably available, such coverage shall follow the terms, conditions and amounts required by Section 13.2 hereof.

Commented [JB106]: What is this section? There are no words to go with it?

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13.2.2 Name of Insured- Certain Insuring Arrangements Prohibited. The name of the insured under each required policy shall be stated as follows: "Birch Bay Village Community Club." The Association must be the First Named Insured under each policy. Having the Association named as an "additional insured" or "additional named insured" in a pooled insurance program or agreement maintained by a Managing Agent or other third party, which provides coverage to unrelated projects, does NOT satisfy this requirement.

13.2.3 General Insuring Scheme - Limited Coverage for Owners and Tenants. The Association is not a guarantor of the health, safety or property of the Lot Owners, tenants or other Occupants of the Community. The Association's policy does not and cannot provide coverage for the Residence on the Lot or other real property or personal property owned by or belonging to any Lot Owner, tenant or other Occupant of a Lot, nor will the Association's policy provide coverage for liability for harm arising within a Lot. Further, the property coverage provided under the Association's policy will always include a "deductible," with the result that no loss to common elements will be completely covered under the Association's policy.

13.2.4 Owners and Tenants Responsible for Acquiring Their Own Insurance. Unit Owners and tenants should acquire their own insurance coverage in order to be protected.

13.3 Association's Policies and Coverage.

13.3.1 Property Insurance. Any insurable portions of the Common Elements in this Community, along with any real property that must become Common Elements, shall be insured against casualty or physical damage in an amount equal to the maximum insurable replacement value thereof (i.e., 100% of replacement costs) based upon the value of replacing all such insurable improvements in the Community exclusive of land, excavations and foundations, utilizing contemporary building materials and technology. Such coverage shall afford protection against loss or damage by fire, vandalism, malicious mischief, windstorm, and other hazards covered by the standard "broad form" and/or "special" extended coverage endorsements or their equivalent, and such other perils customarily covered by insurance for similar projects. The policy shall also cover other Common property including fixtures, building service equipment and common personal property and supplies owned by the Association or included in the Common Elements. It is intended that insurance coverage obtained by the Board be the most comprehensive insurance that is currently available for projects similar in age and size to this Community.

13.3.2 Liability Coverage. The Association's policy shall provide coverage for liability for death, personal injury and property damage arising from the use, ownership or maintenance of any of the Common Elements, along with medical payments insurance. Such liability insurance should also cover any commercial spaces that are owned by the Association, even if they are leased to others. Coverage should be afforded under a commercial general liability policy for the entire Community, including all areas under the supervision of the Association.

13.3.3 Fidelity insurance. The Association must also obtain blanket fidelity insurance for any person who either handles (or is responsible for) funds that he or she

holds or administers, whether or not that individual receives compensation for services; such a policy should name the Association as the insured and include a provision that calls for at least thirty days' written notice to the Association before the policy can be canceled or substantially modified for any reason. The policy should cover the maximum funds that will be in the custody of the Association or its Manager at any time while the policy is in force. A Manager that handles funds for the Association shall be named either as an employee or as a designated agent under the Association's fidelity policy, or an endorsement thereto, as appropriate.

13.3.4 Directors' and Officers' Insurance. Unless not reasonably available, the Board shall acquire Directors' and Officers' errors and omissions insurance to satisfy the Association's indemnification obligations under the Bylaws of the Association.

13.3.5 Miscellaneous Coverage. The Board may obtain coverage for earthquake and/or flood damage, and other forms of coverage reasonably available in the insurance marketplace that may appear necessary or desirable from time to time.

13.4 Certificates of Insurance. An insurer that has issued an insurance policy to the Association must issue certificates or memoranda of insurance to the Association and, upon a request made in a Record, to any Lot Owner or holder of a security interest. The insurer issuing the policy may not modify the amount or the extent of the coverage of the policy or cancel or refuse to renew the policy unless the insurer has complied with all applicable provisions of chapter 48.18 RCW pertaining to the cancellation or nonrenewal of contracts of insurance. The insurer may not modify the amount or the extent of the coverage of the policy or cancel or refuse to renew the policy without complying with this Section 13.

(a) Liability for death, personal injury and property damage arising from the use, ownership or maintenance of any part of the Lot, additional living expense, loss of rent, vandalism or malicious mischief, theft, personal liability, loss assessment coverage, and the like.

13.5 Board has No Obligation to Monitor Lot Owners' Insurance. The Association has no insurable interest in the Lots, the Residences or personal property owned by Lot Owners, tenants or other Occupants. The Board of Directors is not obligated to monitor the existence or nonexistence of any insurance required under this Section 13; such responsibility, and the risks to the Owner or tenant arising from a failure to have proper insurance are to be borne solely by the Lot Owner or tenant. An Owner or tenant who fails to maintain such insurance shall be deemed to have made an election to self-insure for any risks for which coverage is readily available. A failure by the Owner or tenant to maintain such insurance or to make a claim under an existing policy, which failure results in an inability of such person to reimburse the Association for any form of economic loss, damage or other harm to the Association caused by such person shall constitute willful misconduct or gross negligence on the person's part.

13.6 Reconstruction.

13.6.1 Reconstruction Following Casualty Loss. Any portion of the Community for which insurance is required under this Section and for which the Board

of Directors has the responsibility of repair that is damaged or destroyed shall be repaired or replaced as required by RCW 64.90.470(8).

13.6.2 Manner of Reconstruction. If destroyed or damaged property is to be reconstructed or repaired, the reconstruction or repair thereof shall be accomplished as nearly as practicable to the character of the building or improvement existing immediately prior to such casualty. Any reconstruction or repair shall be done in accordance with then prevailing Building Code requirements and may be done with contemporary building materials and achieved by utilizing updated construction systems and technology.

ARTICLE 14: [RESERVED]

ARTICLE 15: NOTICE

15.1 Form. Notice to the Association, Board, or any Owner or occupant of a Unit must be provided in the form of a record.

15.2 Tangible Medium.

15.2.1 Notice provided in a tangible medium may be transmitted by mail, private carrier, or personal delivery; telegraph or teletype; or telephone, wire, or wireless equipment that transmits a facsimile of the notice.

15.2.2 Notice in a tangible medium to the Association may be addressed to the Association's registered agent at its registered office, to the Association at its principal office shown in its most recent annual report or provided by notice to the Unit Owners, or to the president or secretary of the Association at the address shown in the Association's most recent annual report or provided by notice to the Unit Owners.

15.2.3 Notice in a tangible medium to a Unit Owner or occupant must be addressed to the Unit address unless the Unit Owner or occupant has requested, in a record delivered to the Association, that notices be sent to an alternate address or by other method allowed by the governing documents.

15.3 Electronic Transmission. Notice may be provided in an electronic transmission as follows:

15.3.1 Notice to Unit Owners or Board members by electronic transmission is effective only upon Unit Owners and Board members who have consented, in the form of a record, to receive electronically transmitted notices and have designated in the consent the address, location, or system to which such notices may be electronically transmitted, provided that such notice otherwise complies with any other requirements of the Declaration and applicable law. The Association shall retain the records which indicate an Owner's consent to receive Notice electronically, and shall maintain a list of electronic addresses to be used for such Notice.

15.3.2 Notice to Unit Owners or Board members includes material that the law or the governing documents requires or permits to accompany the notice.

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15.3.3 A Unit Owner or Board member who has consented to receipt of electronically transmitted notices may revoke this consent by delivering a revocation to the Association in the form of a record.

15.3.4 The consent of any Unit Owner or Board member is revoked if: The Association is unable to electronically transmit two consecutive notices given by the Association in accordance with the consent, and this inability becomes known to the secretary of the Association or any other person responsible for giving the notice. The inadvertent failure by the Association to treat this inability as a revocation does not invalidate any meeting or other action.

15.3.5 Notice to Unit Owners or Board members who have consented to receipt of electronically transmitted notices may be provided by posting the notice on an electronic network and delivering to the Unit Owner or Board member a separate record of the posting, together with comprehensible instructions regarding how to obtain access to the posting on the electronic network.

15.3.6 Notice to the Association in an electronic transmission is effective only if the Association has designated in a record an address, location, or system to which the notices may be electronically transmitted.

15.3.7 Notice may be given by any other method reasonably calculated to provide notice to the recipient.

15.4 When Effective. Notice is effective as follows:

15.4.1 Notice provided in a tangible medium is effective as of the date of hand delivery, deposit with the carrier, or when sent by fax.

15.4.2 Notice provided in an electronic transmission is effective as of the date it:

(i) Is electronically transmitted to an address, location, or system designated by the recipient for that purpose; or

(ii) Has been posted on an electronic network and a separate record of the posting has been sent to the recipient containing instructions regarding how to obtain access to the posting on the electronic network.

15.5 Good Faith. The ineffectiveness of a good-faith effort to deliver notice by an authorized means does not invalidate action taken at or without a meeting.

15.6 If the Governing Law prescribes different or additional notice requirements for particular circumstances, those requirements govern.

ARTICLE 16: ENFORCEMENT AND DISPUTE RESOLUTION

16.1 Compliance with the Governing Documents is enforced through two distinct processes: Enforcement of Violations, and Disputes. The process for Enforcement of Violations is outlined in Sections 16.4 through 16.5. The process for Disputes is outlined in Section 16.7. Enforcement of a Violation is not a Dispute. However, Enforcement of a Violation can evolve into a Dispute if the final decision of the

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Board regarding a Violation is challenged. Unpaid Assessments are collected as provided in Article 12, and are not subject to Section 16.7.

16.2 Strict Compliance. Each Owner, each Occupant, the Board and the Association shall comply strictly with this Declaration, the Bylaws, and the Rules and Regulations adopted pursuant thereto, as they may be lawfully amended from time to time, and the decisions of the Board.

16.3 Failure of Board to Insist on Strict Performance No Waiver. The failure of the Board in any instance to insist upon the strict compliance with this Declaration or the Bylaws or Rules and Regulations of the Association, or to exercise any right contained in such documents, or to serve any Notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of any term, covenant, condition, or restriction. The receipt by the Board of payment of an Assessment from an Owner, with knowledge of a breach by the Owner, shall not be a waiver of the breach. No waiver by the Board of any requirement shall be effective unless expressed in writing signed on behalf of the Board.

16.4 Enforcement of Governing Documents. Only the Board may determine whether any Person (including but not limited to Owners, Related Parties, Tenants, and Guests) has Violated or allowed a Violation of the Governing Documents. In determining whether any Person has Violated the Governing Documents, the Board shall conduct a reasonable inquiry and base its decision on objective information. The Board may, in its discretion, establish a committee to investigate suspected violations. The Board may determine what action to take for a violation as provided in Section 16.9.

If the Board finds that a Person has committed a Violation of the Governing Documents, the Board is also authorized to, after Notice and Opportunity to be Heard, assess reasonable fines (in accordance with a previously established schedule adopted by the Board and furnished to the Owners), and prohibit the use of one or more Common Elements. If an Owner's or Occupant's conduct is repeatedly offensive to the community, and is not corrected, following an Opportunity to be Heard and the Dispute Resolution Process, the Association may evict the Owner or Occupant from living in or visiting the Community.

16.5 Opportunity to Be Heard. Whenever this Declaration requires that an action of the Board be taken after Notice and "Opportunity to be Heard," the following procedure shall be observed: The Board shall give Notice, in accordance with Article 15, of the proposed action to all Owners or Occupants whose interest would be significantly affected by the proposed action. The Notice shall include a general statement of the proposed action and a statement that the affected Person may request a hearing, which request shall not be made more than ten (10) days from the date Notice is delivered by the Board, or may respond in writing.

The Board may conduct the hearing, or may delegate its hearing authority to the manager or to a committee. At the hearing, the affected Person shall have the right, personally or by a representative, to give testimony orally, in writing, or both, subject to reasonable rules of procedure established by the Board to assure a prompt and orderly resolution of the issues. If the affected Person does not request a hearing, or fails to attend a scheduled hearing, the Board or its delegate may base its decision (including,

but not limited to, the decision to assess a fine or prohibit the use of one or more Common Elements) on the information it possesses. The affected Person shall be notified of the decision in the same manner in which Notice was given. The Board may establish additional procedures in the Rules and Regulations.

16.6 Challenge to Board's Decision. If an Owner challenges any Board decision, including a decision to: (1) find that a Violation has been committed, or (2) to assess a fine or prohibit the use of one or more Common Elements, the Owner may use the Dispute Resolution process in Section 16.7.

16.7 Dispute Resolution.

16.7.1 Disputes Between Owners. The Board has the discretion but not the obligation to initiate the Dispute Resolution process in response to a Dispute between or among Owners and/or Occupants. In deciding whether to do so, the Board shall consider whether it is in the best interests of the Association. All Owners have the right to initiate the Dispute Resolution process on their own behalf.

16.7.2 Initial Dispute Resolution Procedure. Except as provided in Article 11, for collection of unpaid Assessments, or in the enforcement of the Governing Documents initiated under Section 16.4, any parties who believe they have a Dispute involving the Association, any Board member or Officer, a Unit Owner, Occupant, or an agent or employee of the above, shall first seek resolution of the Dispute through conversation between the parties. If conversation does not resolve the issues, the complaining party in the Dispute (the "Complainant") shall submit a written statement of the Dispute to the responsible party. This written statement shall include a description of the action taken in violation of the Governing Documents, the harm that resulted, and a proposed solution that would resolve the issue. The party who receives this settlement demand (the "Respondent") shall respond within fourteen (14) days to the Complainant directly, in writing, and shall either agree to the proposed resolution or propose an alternate means of resolution. If a resolution cannot be agreed upon, or if no response is received within fourteen (14) days of the initial demand for resolution, the Dispute shall proceed to mediation, as described in this Article.

16.7.3 Mediation. The parties agree that they will attempt to resolve any Dispute by nonbinding mediation, and that mediation is a condition precedent to any form of binding Dispute resolution, including litigation. The parties are encouraged to use a mediator from a Dispute Resolution Center such as the Whatcom County Dispute Resolution Center or from a mediation clinic at the University of Washington School of Law or Seattle University School of Law. Unless otherwise agreed upon by all parties, the Mediator shall be selected from among Washington Arbitration and Mediation Services panelists. A request for mediation shall be made in writing, delivered to the other party. The request may be made concurrently with binding Dispute resolution proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. The parties shall split the cost of the mediation equally, or with equal shares to each participating entity if there are more than two.

16.7.4 Litigation. The parties agree that if they are unable to resolve their Dispute through mediation, they may use litigation to resolve their dispute.

16.7.5 Emergency Enforcement Action Exception. For violations of the Governing Documents that create safety hazards, affect the insurance coverage afforded to the Association, or otherwise require immediate action, the parties may use the courts for injunctive action to obtain temporary or preliminary rulings. Such actions may include the removal of Owners or Tenants, access to Units, the prohibition of specific activities, and restraining orders. The Parties may still mediate after initial Court decisions.

16.8 Attorney Fees and Costs. The prevailing party in any proceeding, including litigation, administrative, mediation, or arbitration, shall be entitled to recover any costs (including all expenses and liabilities, including attorneys' fees and costs, incurred in an action, whether commenced or merely threatened (including proceedings for which the Association is obligated to indemnify a Board member, Association committee member, Association officer, or Managing Agent) and reasonable attorney's fees incurred in connection with any enforcement action, whether or not such action results in a proceeding actually being commenced or prosecuted to judgment. Costs and reasonable attorney's fees incurred in connection with an enforcement action shall be payable and collectible as any other Assessment.

16.9 Enforcement by Board.

16.9.1 The Board may determine whether to take enforcement action by exercising the Association's power to impose sanctions or commencing an action for a violation of the governing documents, including whether to compromise any claim for unpaid Assessments or other claim made by or against it.

16.9.2 The Board does not have a duty to take enforcement action if it determines that, under the facts and circumstances presented:

- (a) The Association's legal position does not justify taking any or further enforcement action;
- (b) The covenant, restriction, or rule being enforced is, or is likely to be construed as, inconsistent with law;
- (c) Although a violation may exist or may have occurred, it is not so material as to be objectionable to a reasonable person or to justify expending the Association's resources; or
- (d) It is not in the Association's best interests to pursue an enforcement action.

16.9.3 The Board's decision to not pursue enforcement under one set of circumstances does not prevent the Board from taking enforcement action under another set of circumstances, but the Board may not be arbitrary or capricious in taking enforcement action.

16.10 Enforcement Against Tenants. If a tenant of a Lot Owner violates the Governing Documents, in addition to exercising any of its powers against the Lot Owner, the Association may:

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(a) After giving Notice to the tenant and the Lot Owner and an opportunity to be heard, levy reasonable fines against the tenant and the Lot Owner for the violation; and

(b) Enforce any other rights against the tenant for the violation that the Lot Owner as the landlord could lawfully have exercised under the lease or that the Association could lawfully have exercised directly against the Lot Owner, or both. The rights referred to in this subsection may be exercised only if the tenant or Lot Owner fails to cure the violation within ten days after the Association notifies the tenant and Lot Owner of that violation.

16.10.1 Unless a lease otherwise provides, this section does not:

(a) Affect rights that the Unit Owner has to enforce the lease or that the Association has under other law; or

(b) Permit the Association to enforce a lease to which it is not a party, in the absence of a violation of the governing documents.

ARTICLE 17 MORTGAGEE PROTECTION

17.1 Mortgagees includes institutional holders or insurers of mortgages.

17.1.1 Each Unit shall have the right, subject to the provisions herein, to make a separate mortgage or encumbrance on their respective Unit, together with its percentage of undivided interest in the Common Elements and facilities. No Unit Owner shall have the right or authority to make or create or cause to be made or created any mortgage or encumbrance or other lien on or affecting the Property or any part thereof, except to the extent of their Unit and their respective Ownership in the Common Elements.

17.1.2 A Unit Owner may pledge or assign their voting rights to a mortgagee. Such a mortgagee, or its designated representative, shall be sent all Notices to which the Unit Owner is entitled hereunder and shall be entitled to exercise each Unit Owner's voting rights from and after the time that the mortgagee shall give written notice of such pledge or assignment to the Association.

17.1.3 No amendment of this Declaration shall be effective to modify, change, limit or alter the rights expressly conferred upon mortgagees with respect to any unsatisfied mortgage duly recorded in the public records of the County, unless the amendment shall be consented to in writing by the holder of such mortgage.

17.1.4 To facilitate the purchase of mortgages by the secondary mortgage market, including Federal Home Loan Mortgage Corporation, the Declaration contains the following special warranties:

(a) An Eligible Mortgagee is entitled to written notification of default by a Unit borrower of any obligation under the community constituent documents which is not cured within 60 days;

(b) These documents contain no provisions entitling the Association or other party to a right of first refusal;

(c) Except as provided in section 12.9.3, a first mortgagee who obtains title to a Unit by foreclosure will not be liable for such Unit's unpaid dues or charges which accrued prior to acquisition of title to such Unit by the mortgagee;

(d) All Eligible Mortgagees must consent to termination of the Community;

(e) All Eligible Mortgagees must consent to changing the allocated common interest of the Unit on which they have a secured interest;

(f) All Eligible Mortgagees must consent to partitioning, encumbering, selling or otherwise adversely affecting the rights of first mortgagees in the Declaration;

(g) All mortgagees shall have the right to examine books and records of the Association, under the same terms and conditions as any Owner;

(h) The Board of Directors shall notify any Eligible Mortgagee of any uninsured loss by casualty, or by condemnation, to any of the Common Elements or facilities in the amount of \$50,000 or more.

17.2 Limitations on Mortgagee's Rights. No requirement for approval by mortgagees may operate to:

(a) Deny or delegate control over the general administrative affairs of the Association by the Unit Owners or the Board;

(b) Prevent the Association or the Board from commencing, intervening in, or settling any litigation or proceeding; or

(c) Prevent any insurance trustee or the Association from receiving and distributing any insurance proceeds except pursuant to the Governing Law.

17.3 Consent of Mortgagees. With respect to any action requiring the consent of a specified number or percentage of mortgagees, the consent of only eligible mortgagees holding a first lien security interest need be obtained and the percentage must be based upon the votes attributable to Units with respect to which eligible mortgagees have an interest.

ARTICLE 18: CONDEMNATION OR TERMINATION OF COMMUNITY

18.1 Condemnation. Condemnation of Units or Common Elements shall be as provided for in RCW 64.90.030.

18.2 Termination. Except for a taking of all the Units by condemnation under RCW 64.90.030, the Community may be terminated by agreement of Unit Owners of Units to which at least eighty percent of the votes in the Association are allocated. Termination shall be as provided for in RCW 64.90.290 or 64.90.325.

ARTICLE 19: TORT AND CONTRACT LIABILITY

19.1 Liability of Unit Owner. A Unit Owner is not liable, solely by reason of being a Unit Owner, for an injury or damage arising out of the condition or use of the Common Elements.

19.2 Standing.

19.2.1 An action alleging a wrong done by the Association, including an action arising out of the condition or use of the Common Elements, may be maintained only against the Association and not against any Unit Owner or Board member.

19.2.2 A Unit Owner is not precluded from maintaining an action contemplated under this section because that person is a Unit Owner, Board member, or officer of the Association.

ARTICLE 20: LIMITATION OF LIABILITY

20.1 Liability for Utility Failure, Etc. Except to the extent covered by insurance obtained by the Association, neither the Association nor the Board shall be liable for: any failure of any utility or other service to be obtained and paid for by the Association; or for injury or damage to persons or property caused by the elements, or resulting from electricity, noise, smoke, water, rain (or other liquid), dust or sand which may leak or flow from outside or from any parts of the buildings, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place; for damage or injury alleged as a result of mold or other microorganisms; or for inconvenience or discomfort resulting from any action taken to comply with any law, ordinance or orders of a governmental authority. No diminution or abatement of Common Expense Assessments shall be claimed or allowed for any such utility failure or water leak, or for such injury or damage, or for such inconvenience or discomfort. The Association is not responsible for loss of use of a Unit, nor for loss of rental income for a Unit. The Association is not responsible to provide for the safety or security of persons or property at the Community. The Association is not responsible to move or store personal property of owners or occupants because of any casualty event, or as needed to accommodate repairs to common elements, or to the Units.

20.2 Liability for personal property and relocation. Owners are responsible to relocate and store their personal property if required to allow for the repair, restoration or replacement of any common element or any other work for which the Association is responsible. If a Unit must be vacated to allow for repair, restoration or replacement, the Owner is responsible for alternative housing accommodations for any occupants of the Unit. There shall be no contribution by the Association for any costs or inconvenience to occupants incurred as a result of the Association carrying out its obligations to maintain and repair the property.

20.3 No Personal Liability. So long as a Board member, or Association committee member, or Association officer, or managing agent exercising the powers of the Board, has acted in good faith, without willful or intentional misconduct, upon the basis of such information as may be possessed by such person, then no such Person shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission,

Commented [RD112]: Dave, this article is not required by WUCIOA but is reasonable to include.

Commented [DF113R112]: This would be a Recommended Amendment

error or negligence of such person; provided, that this section shall not apply where the consequence of such act, omission, error or negligence are covered by insurance obtained by the Association.

20.4 Indemnification of Board Members. Each Board member or Association committee member, or Association officer, or managing agent exercising the powers of the Board, shall be indemnified by the Owners against all expenses and liabilities, including attorneys' fees reasonably incurred by or imposed in connection with any proceeding to which they may be a party, or in which they may become involved, by reason of being or having held such position, or any settlement thereof, whether or not they hold such position at the time such expenses or liabilities are incurred, except in such cases wherein such Person is adjudged guilty of willful misfeasance or malfeasance in the performance of their duties; provided, that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being for the best interests of the Association.

Commented [JB114]: Bylaw Section 5.10

ARTICLE 21: MISCELLANEOUS

21.1 Conveyances; Notice Required. The right of an Owner to sell, transfer, or otherwise convey a Unit shall not be subject to any right of approval, disapproval, first refusal, or similar restriction by the Association or Board, or anyone acting on their behalf. An Owner intending to sell a Unit shall deliver a written notice to the Board, at least two (2) weeks before closing, specifying the Unit being sold; the names and addresses of the purchaser, the closing agent, and the title insurance company insuring the purchaser's interest; and the estimated closing date. The Board shall have the right to notify the purchaser, the title insurance company, and the closing agent of the amount of unpaid Assessments and charges outstanding against the Unit, whether or not such information is requested.

Commented [JB115]: Section 13 from original Declaration. Word for word or minimal edits

Commented [JB116R115]: Bylaw Section 12

ARTICLE 22: AMENDMENT OF THE DECLARATION

22.1 Amendment. *Except as noted below*, this Declaration may be amended by an instrument in writing setting forth such amendment, consented to by sixty-seven percent (67%) of the Unit Owners and attested to by the President and Secretary of the Board of Directors;

Commented [JB117]: Section 15 from original Declaration. Word for word or minimal edits.

Commented [JB118R117]: Bylaw Section 9

(a) This Declaration shall not be amended to alter the original value of the Property or the original value of any Unit or the percentage of undivided interest of any Unit in the Common Elements without the consent of Unit Owners having 100 percent of the voting power;

(b) This Declaration may not be amended so as to conflict with the provisions of the Governing Law or in deprivation of any right or lien held or claimed by any holder of a recorded mortgage or underlying real estate contract.

22.2 Challenges to Amendments. In the absence of fraud, any action to challenge the validity of an amendment adopted by the Association may not be brought more than one year after the amendment is recorded.

22.3 Recording. An amendment is effective only upon recording with the County.

22.4 Eligible Mortgagee Protection. If any provision of law or the declaration requires the consent of a holder of a security interest in a Unit as a condition to the effectiveness of an amendment to the declaration, the consent is deemed granted if a refusal to consent in a record is not received by the Association within sixty days after the Association delivers notice of the proposed amendment to the holder at an address for notice provided by the holder or mails the notice to the holder by certified mail, return receipt requested, at that address. If the holder has not provided an address for notice to the Association, the Association must provide notice to the address in the security interest of record.

22.5 Corrections. Upon thirty-day advance notice to Unit Owners, the Association may, upon a vote of two-thirds of the members of the Board, without a vote of the Unit Owners, adopt, execute, and record an amendment to the declaration for the purpose of correcting or supplementing the governing documents to correct a mathematical mistake, an inconsistency, or a scrivener's error, or clarifying an ambiguity in the governing documents with respect to an objectively verifiable fact.

The President and Secretary of the Association hereby attest that this amended and restated declaration has been adopted by the Association in accordance with the amendment procedures in the Original Declaration.

By _____, President By: _____, Secretary



Date: May 21, 2026
From: David Franklin, GM
To: BBVCC Board of Directors
Subject: Reserve Transfer Requests

The following transfer requests cover interfund activities through the month of March. Management requests the Board approve the following reserve transfers:

1. Authorization to transfer **\$80,191.51** from General Reserves to Operating Reserves to reimburse for the following:

Item	Vendor	Amount
Lighting Project Materials	Semia Renovations	\$70,575.23
Parking Lot Permitting	Semia Renovations	\$5,875.20
Parking lot Permitting	Semia Renovations	\$3,741.08
Total		\$80,191.51

2. Authorization to transfer **\$4,234.89** from Operating to Marina Reserves to reimburse for the following:

Item	Amount
Special Assessments collected by Op March	4,234.89
Marina Expenses paid by Op	(0.00)
Total	\$4,234.89

3. Authorization to transfer **\$8,350.40** from Roads & Drainage to Operating Reserves to reimburse for the following:

Item	Vendor	Amount
Stormwater Surveying	NW Surveying	\$7,650.00
Stormwater Engineering	Cascade Engineering	\$699.75
Total		\$8,349.75

Motion: I move that the BBVCC board authorizes the General Manager to transfer **\$80,191.51** from Roads & Drainage to Operating Reserves, **\$4,234.89** from Operating Reserves to Marina Reserves and **\$8,349.75** from Roads & Drainage to Operating Reserves to balance interfund transfers through the month of March 2026.

**Birch Bay Village Community Club
General Ledger Detail Report**

As of: Start: 01/01/2026 | End: 03/31/2026

Account#	Account Name	Date	Description / Vendor	Reference	Debits	Notes
7202-090	General Reserve - Parking Lots- F	2/24/2026	SEMIA - Semia Renovations LLC	Lighting Project Parking Lots	\$70,575.23	Due to From
7202-090	General Reserve - Parking Lots- F	3/6/2026	SEMIA - Semia Renovations LLC	PM Services/permit parking lot project	\$5,875.20	Due to From
7202-090	General Reserve - Parking Lots- F	3/26/2026	SEMIA - Semia Renovations LLC	Parking Lot Lighting Permitting	\$3,741.08	Due to From
Total					\$80,191.51	
7206-090	Security Equipment	3/17/2026	NWTEC - NW Technology LLC	Office & Marina Security Cameras	\$19,218.43	E Jones May
Total					\$19,218.43	
Total General Due to Operating					\$80,191.51	
7501-090	Marina - Dredging - Reserves	2/11/2026	ANCQ - Anchor QEA, Inc	Marina Dredging/Permitting	\$12,835.25	E Jones
7501-090	Marina - Dredging - Reserves	3/17/2026	ANCQ - Anchor QEA, Inc		\$11,284.25	E Jones
Total					\$24,119.50	E Jones include in \$32,112.33. 4/30/2026
7506-090	Boat Launch Ramp Replacement	1/30/2026	WPLAN - Whatcom County Planning & I	Boat Launch Ramp	\$1,237.50	Due to From done in Feb
7506-090	Boat Launch Ramp Replacement	1/30/2026	DRAYTON - Drayton Archaeology	Marina Ramp Repl. Review	\$8,339.40	E Jones
Total					\$9,576.90	
Total Marina Due to Operating					\$0.00	
Total Due to Marina from Operating					\$4,234.89	
7800-090	Roads - Paving & Asphalt - Resen	1/9/2026	WRS - Western Refinery Services Inc	Crack Sealing	\$11,643.34	E Jones
Total					\$11,643.34	
7801-090	Roads - Culverts - Reserves	1/9/2026	CASC - Cascade Engineering Group, P.	Culvert Repair	\$6,065.00	
7801-090	Roads - Culverts - Reserves	1/31/2026	CASC - Cascade Engineering Group, P.	MOU Project	\$1,641.25	
7801-090	Roads - Culverts - Reserves	2/5/2026	I & I Pipe Services, LLC	Road Reserve - Potholing Skeena	\$6,310.40	Duplicate payment. Never delivered by E Jones. Due to from in February
7801-090	Roads - Culverts - Reserves	2/18/2026	WELCH - Welch Ecological Services, LL	2/18 Welch Ecological Surveys	\$2,040.00	Due to from in Feb
7801-090	Roads - Culverts - Reserves	3/4/2026	NWSUR - Northwest Surveying & GPS	Surveying MOU Project Roads Culverts	\$7,650.00	Due to from
7801-090	Roads - Culverts - Reserves	3/27/2026	I & I Pipe Services, LLC	Also paid out of Alliance 1001 - dup pay	\$6,310.40	
7801-090	Roads - Culverts - Reserves	3/31/2026	CASC - Cascade Engineering Group, P.	Feb-March Invoices	\$699.75	Due to from
Total					\$30,716.80	
Total Roads & Drainage Due to Operating					\$8,349.75	

March Marina Special Assessment

DB 1315	\$	4,234.89
CR 1350	\$	4,234.89
DB 4050-090	\$	4,234.89
CR 1197	\$	3,767.50
CR 4100-090	\$	467.39
SA Finance Chg	\$	467.39



REQUEST FOR AUTHORIZATION FOR EXPENDITURE
June 21, 2026

Employee Health Care Insurance Renewal Contracts (July 1, 2026 – June 30, 2027)

Medical/Dental Insurance 2026-2027	
Premera of Washington (Medical)	166,592.04
The Principal (Dental & Group Life)	11,647.68
Total	178,239.72
BBVCC Premium Portion	141,747.00
BBVCC 2026 Budget	157,876.00
Variance	16,129.00

Birch Bay Village Community Club (BBVCC) provides and shares the cost of employee medical and dental insurance. The current providers, Premera of Washington and The Principal, renew their policies each year on July 1. After several years of high single and double-digit increases, this year’s renewal is notably lower: medical premiums will rise 1.2% and dental premiums 4%, for a combined increase of 1.33%.

Here’s how it breaks down:

Health Insurance (Monthly)	2026-27	2025-26	Variance \$	Variance %
Premera (Medical)	13,882.67	13,716.14	166.53	1.2%
Principal (Dental)	744.07	715.48	28.59	4%
Principal (Life)	226.57	226.57	0	0
Total	14,853.31	14,658.19	195.12	1.33%

Health Insurance (Yearly)	2026-27	2025-26	Variance \$	Variance %
Premera (Medical)	166,592.04	164,593.68	1,998.36	1.2%
Principal (Dental)	8,928.84	8,585.76	343.08	4%
Principal (Life)	2,718.84	2,718.84	0	0
	178,239.72	175,898.28	2,341.44	1.33%

The tables above show the total premiums paid to the insurance providers, but they do not reflect BBVCC’s full cost. BBVCC pays 89% of medical and dental premiums for employees, and employees pay the remaining 11%. BBVCC also covers 50% of premiums for spouses and eligible dependent children, with employees paying the other 50%. Voluntary Vision, Voluntary Life & AD&D, Voluntary Critical Illness, and Voluntary Accident coverage are available but are paid entirely by the



employee. These premiums are deducted from employee's paychecks. The breakdown of these costs per month by employee and employer are as follows:

GROUP MEDICAL PLAN COSTS PER MONTH 2025-2026

2025-2026	Enrolled Units	Employer %	Monthly Premium	Employer Monthly	Employee %	Employee Monthly	Monthly Total
Employee 21+	10	89%	\$989.64	\$8,807.80	11%	\$1,088.60	\$9,896.40
Spouse 21+	1	50%	\$989.64	\$494.82	50%	\$494.82	\$989.64
Child 21+	2	50%	\$989.64	\$989.64	50%	\$989.64	\$1,979.28
Child 0-20	2	50%	\$425.41	\$425.41	50%	\$425.41	\$850.82
				\$10,717.67		\$2,998.47	\$13,716.14

GROUP MEDICAL PLAN COSTS PER MONTH 2026-2027

2026-2027	Enrolled Units	Employer %	Monthly Premium	Employer Monthly	Employee %	Employee Monthly	Monthly Total
Employee 21+	10	89%	1,000.07	8,900.62	11%	1,100.08	10,000.70
Spouse 21+	1	50%	1,000.07	500.04	50%	500.04	1,000.07
Child 21+	2	50%	989.64	1,000.07	50%	1,000.07	2,000.14
Child 0-20	2	50%	425.41	440.88	50%	440.88	881.76
				\$10,841.61		\$3,041.06	\$13,882.67

GROUP MEDICAL PLAN COSTS PER YEAR 2026-2027

2026-2027	Enrolled Units	Employer %	Yearly Premium	Employer Yearly	Employee %	Employee Yearly	Yearly Total
Employee 21+	10	89%	12,000.84	106,807.44	11%	13,200.96	120,008.40
Spouse 21+	1	50%	12,000.84	6,000.48	50%	6,000.48	12,000.84
Child 21+	2	50%	11,875.68	12,000.84	50%	12,000.84	24,001.68
Child 0-20	2	50%	5,104.92	5,290.56	50%	5,290.56	10,581.12
				\$130,099.32		\$36,492.84	\$166,592.04

GROUP DENTAL PLAN COSTS PER MONTH

Dental	2025-2026			2026-2027		
PREMIUM	Premium	Units	Monthly	Premium	Units	Monthly
Employee	51.07	9	459.63	53.11	9	477.99
Spouse	46.53	1	46.53	48.39	1	48.39
Child(ren)	76.79	1	76.79	79.86	1	79.86
Spouse & Child(ren)	132.53	1	132.53	137.83	1	137.83
Total Monthly Costs	715.48			744.07		
Employer Costs	537.00			558.45		



GROUP DENTAL PLAN COSTS PER MONTH

Dental	2025-2026			2026-2027		
	Premium	Units	Yearly	Premium	Units	Yearly
Employee	51.07	9	5,515.56	\$53.11	9	5,735.88
Spouse	46.53	1	558.36	\$48.39	1	580.68
Child(ren)	76.79	1	921.48	\$79.86	1	958.32
Spouse & Child(ren)	132.53	1	1,590.36	\$137.83	1	1,653.96
Total Monthly Costs	8,585.76			8,928.84		
Employer Costs	6,444.00			6,701.40		

The General Manager reviewed the proposed insurance renewal with the broker and Assistant GM. According to the broker, most clients have experienced high single or double-digit premium increases, with some as high as 20%. The broker believes this policy remains extremely competitive. The increase is well below what was expected and under the budgeted expense by over \$16,000. Therefore, the General Manager recommends that the Board authorize renewal of the current health insurance policies with Premera of Washington and The Principal.

Motion: I move that the BBVCC Board authorize the General Manager to renew the existing health insurance contracts with Premera of Washington in the amount of \$166,592.04 and the Principal in the amount of \$11,647.68 for the policy period of July 1, 2026 to June 30, 2027 to be funded by the Operating Fund.

**EMPLOYEE BENEFITS PROPOSAL FOR
BIRCH BAY COMMUNITY CLUB, INC. - PREMIERA BLUE CROSS MEDICAL RENEWAL & OPTIONS
(if re-written as a new group with the updated census)**

(dw) = deductible waived. If not noted, deductible applies; PCY = per calendar year

MEDICAL	CURRENT			RENEWAL			OPTION 1			OPTION 2		
Carrier	Premiera Blue Cross			Premiera Blue Cross			Premiera Blue Cross			Premiera Blue Cross		
Plan	Balance 500 Gold			Balance 500 Gold			Balance 1000 Gold			Balance 1500 Gold		
Network	Heritage Signature			Heritage Signature			Heritage Signature			Heritage Signature		
Deductible (Ind/Fam) In Network:	\$500 / \$1,000			\$500 / \$1,000			\$1,000 / \$2,000			\$1,500 / \$3,000		
Out of Pocket Max (Ind/Fam) In Network:	\$7,500 / \$15,000			\$8,000 / \$16,000			\$8,000 / \$16,000			\$8,000 / \$16,000		
Coinsurance	80%			80%			80%			80%		
Office Visit	Designated PCP: \$25 Copay (dw) Non-Designated/Specialist: \$55 Copay (dw)			Designated PCP: \$15 Copay (dw) Non-Designated/Specialist: \$55 Copay (dw)			Designated PCP: \$15 Copay (dw) Non-Designated/Specialist: \$55 Copay (dw)			Designated PCP: \$15 Copay (dw) Non-Designated/Specialist: \$55 Copay (dw)		
Urgent Care	\$55 Copay (dw) - Freestanding Center			\$55 Copay (dw) - Freestanding Center			\$55 Copay (dw) - Freestanding Center			\$55 Copay (dw) - Freestanding Center		
Preventive Care	In Network Only; Paid at 100% (dw)			In Network Only; Paid at 100% (dw)			In Network Only; Paid at 100% (dw)			In Network Only; Paid at 100% (dw)		
Outpatient Lab & X-Ray: Major (CG, PET, MRI, MRA, etc.):	Paid at 80% (dw) Paid at 80%			Paid at 80% (dw) Paid at 80%			Paid at 80% (dw) Paid at 80%			Paid at 80% (dw) Paid at 80%		
Hospital Inpatient & Outpatient	Paid at 80%			Paid at 80%			Paid at 80%			Paid at 80%		
Emergency Room	\$200 Copay then Paid at 80%			\$300 Copay then Paid at 80%			\$300 Copay then Paid at 80%			\$300 Copay then Paid at 80%		
Alternative Care Spinal Limit PCY: Acupuncture Limit PCY:	\$25 Copay (dw) 10 visits PCY 12 visits PCY			\$25 Copay (dw) 10 visits PCY Unlimited			\$25 Copay (dw) 10 visits PCY Unlimited			\$25 Copay (dw) 10 visits PCY Unlimited		
Outpatient Rehabilitation	\$55 Copay (dw); 25 visits PCY			\$55 Copay (dw); 25 visits PCY			\$55 Copay (dw); 25 visits PCY			\$55 Copay (dw); 25 visits PCY		
Outpatient Mental Health	\$55 Copay (dw); unlimited Outpatient Facility: Paid at 80% (dw)			\$55 Copay (dw); unlimited Outpatient Facility: Paid at 80% (dw)			\$55 Copay (dw); unlimited Outpatient Facility: Paid at 80% (dw)			\$55 Copay (dw); unlimited Outpatient Facility: Paid at 80% (dw)		
Out of Network	Paid at 50%; additional Deductibles, Out of Pocket Max & Copays may apply			Paid at 50%; additional Deductibles, Out of Pocket Max & Copays may apply			Paid at 50%; additional Deductibles, Out of Pocket Max & Copays may apply			Paid at 50%; additional Deductibles, Out of Pocket Max & Copays may apply		
Prescription Drugs Employee Cost Share (Copay or Coinsurance) <i>Deductible waived, unless otherwise noted.</i>	In Network Only Preferred Generic: \$20 Preferred Brand: \$50 Non-Preferred: \$80 Specialty: Ded then 25%			In Network Only Preferred Generic: \$20 Preferred Brand: \$50 Non-Preferred: \$100 Specialty: Ded then 35%			In Network Only Preferred Generic: \$20 Preferred Brand: \$50 Non-Preferred: \$100 Specialty: Ded then 35%			In Network Only Preferred Generic: \$20 Preferred Brand: \$50 Non-Preferred: \$100 Specialty: Ded then 35%		
Notes	Pediatric Dental & Vision (All enrollees Under age 19), Virtual Care: Office Visit Copay (App Based: Non-Designated/Specialist Copay)			Pediatric Dental & Vision (All enrollees Under age 19), Virtual Care: Office Visit Copay			Pediatric Dental & Vision (All enrollees Under age 19), Virtual Care: Office Visit Copay			Pediatric Dental & Vision (All enrollees Under age 19), Virtual Care: Office Visit Copay		
Rate Guarantee	N/A			12 months			12 months			12 months		
Effective Date	1-Jul-2025			1-Jul-2026			1-Jul-2026			1-Jul-2026		
Premium	Premium	Units	Monthly	Premium	Units	Monthly	Premium	Units	Monthly	Premium	Units	Monthly
Enrollee Age 21+	\$989.64	13	\$12,865.32	\$1,000.07	13	\$13,000.91	\$978.17	13	\$12,716.21	\$959.62	13	\$12,475.06
Enrollee Age 0-20	\$425.41	2	\$850.82	\$440.88	2	\$881.76	\$431.22	2	\$862.44	\$423.04	2	\$846.08
Monthly Costs	\$13,716.14			\$13,882.67			\$13,578.65			\$13,321.14		
\$ Difference				\$166.53			-\$137.49			-\$395.00		
% Difference				1.2%			-1.0%			-2.9%		

The Premiera Heritage Signature network utilized by the Balance plans is a smaller network and does not include CHI Franciscan Health. Please note, Virginia Mason is considered IN NETWORK.

Final Rates are subject to change based on actual enrollment. This is a summary of rates and benefits. Refer to the policy for specific terms, conditions, limitations and exclusions.

DENTAL	CURRENT			RENEWAL		
Carrier	Principal PPO			Principal PPO		
Calendar Year Maximum	\$2,000 per Person Preventive Passport-Class I Services will not accumulate against the annual maximum limit			\$2,000 per Person Preventive Passport-Class I Services will not accumulate against the annual maximum limit		
Calendar Year Deductible	\$50 per Person, \$150 per Family			\$50 per Person, \$150 per Family		
Class 1 - Preventive Care Services (Exam, Cleanings & X-Rays)	PPO Paid at 100%, Non-PPO Paid at 100%; Deductible Waived			PPO Paid at 100%, Non-PPO Paid at 100%; Deductible Waived		
Class 2 - Basic Care (Fillings & Extractions)	PPO Paid at 80%, Non-PPO Paid at 80%; Includes Endodontics & Periodontics			PPO Paid at 80%, Non-PPO Paid at 80%; Includes Endodontics & Periodontics		
Class 3 - Major Care (Crowns, Bridges & Dentures)	PPO Paid at 50%; Non-PPO Paid at 50%			PPO Paid at 50%; Non-PPO Paid at 50%		
Implants	Included under Major Care			Included under Major Care		
Orthodontics	Not a Covered Benefit			Not a Covered Benefit		
Waiting Periods	None			None		
Annual Open Enrollment	Yes			Yes		
Out of Network Percentile	90th Percentile			90th Percentile		
Effective Date	1-Jul-2025			1-Jul-2026		
PREMIUM	Premium	Units	Monthly	Premium	Units	Monthly
Employee	\$51.07	9	\$459.63	\$53.11	9	\$477.99
Spouse	\$46.53	1	\$46.53	\$48.39	1	\$48.39
Child(ren)	\$76.79	1	\$76.79	\$79.86	1	\$79.86
Spouse & Child(ren)	\$132.53	1	\$132.53	\$137.83	1	\$137.83
Total Monthly Costs	\$715.48			\$744.07		
Employer Costs	\$537.00			\$558.45		



**REQUEST FOR AUTHORIZATION FOR EXPENDITURE
May 21, 2026**

**Maintenance Truck Replacement
Bickford Ford of Snohomish, Wa. (\$73,956)**

The Birch Bay Village Maintenance Department currently has a 2013 Toyota Tundra pickup truck, that has been used for general maintenance needs in the Village

and going out to pick up supplies. This truck was purchased new and now has approximately 74,000 miles on it. Like all vehicles it is not good for motors to run only at a low rate of speed, even with minor times going at higher rates of speed and is currently starting to have issues.

The Tundra was previously scheduled for replacement in 2023 and had previous authorization to outfit with toolboxes and a lumber rack but was deferred due to the replacement being scheduled within 2 years. All BBVCC vehicles have been on a 10-year replacement plan.

The 2026 Ford F-250 Service truck suits the needs of the maintenance department not only for the storage compartments, but the rack will provide a safer way to transport ladders and building materials which will allow for the back seat area to be open for other items that need to be in a dry area and allow for more people to be transported if needed.

Capital Reserve Fund - General Reserves	
Balance as of 05/20/2026	\$1,190,839
Ford Pickup	67,478
Tax	6,478
Total	73,956
Ending Fund Balance	\$1,116,883

Dealership	Kendall Ford of Marysville	Kendall Ford of Marysville	Bickford Ford Snohomish	Bickford Ford Snohomish
Year / Make / Model	2026 Ford F-250	2026 Ford F-250	2026 Ford F-250 Service	2026 Ford F-250
Cab Type	Super	Super	Super	Super
Drivetrain	4WD	4WD	4WD	4WD
Price	57,380	54,162	67,478	55,328
Est. Tax 9.6%	5,508.48	5,199.55	6,477.89	5,311.49
Total Cost	\$62,888.48	\$59,361.55	\$73,955.89	\$60,639.49

Proposed motion: I move that the BBVCC Board of Directors authorize the BBVCC General Manager to purchase a 2026 Ford F-250 Super Cab 4WD Service Truck from Bickford in Snohomish, WA in the amount of \$73,955.89 including tax to be funded from General Reserves.

Bickford Ford

3100 Bickford Avenue, Snohomish, WA 98290

Phone: (425) 340-3587



2026 Ford F-250 Super Cab 4WD Harbor Service Truck Stock #26-0147



Pricing Details

List Price	\$67,978
Employee Pricing Retail Customer Cash	- \$500
Price	\$67,478
Total Savings	\$500

Chassis Details

Stock Number	26-0147	Vehicle VIN	1FT7X2BA1TEC60250
Stock Type	New	Interior Color	Medium Dark Slate
Year	2026	Seating Capacity	6
Make	Ford	Exterior Color Description	Oxford White
Model	F-250	Engine Cylinder Count	8
Class	2	Transmission Type	Automatic
Drivetrain	4WD	Fuel Type	Gasoline
Cab Type	Super	Engine Make	Ford
Vehicle Trim	XL	Engine Size (L)	6.8
		Brake Type	Hydraulic

Body Details

Body Type	Service Truck	Compartment Type	Top Opening
Body Model	HT098-1541A NeXtGen	Compartment Description	Stainless Steel Pop Lids
Body Material	Steel		

Body Length	8' 2"	Compartment Depth	15"
Body Width	79"	Ladder Rack Description	with Hooks, Swing Away Bar and Removable Rear Bar
Body Height	41"	Ladder Rack Style	Tapered-Leg Side-Loader Over-Cab Rack
Body Inside Width	49"	Ladder Rack Size	8'
		Bumper Description	U-Recess Bumper with 8" Step and LED Lights

NeXtGen TradeMaster Features

Every Inch the Definition of Quality and Value. From the glistening body finish to the Master Lock System designed to protect the tools of your livelihood, TradeMaster defines quality and value. If you are the best at what you do, why not drive the best? Harbor: Driven by the Best!

Standard Features:

- Stainless Steel self-opening pop-top lids w/ body length compartment bins & 4" dividers
- Push Button locking system with red band locking indicator
- Modern gas shocks on each side opening door to keep them open during loading and unloading
- 8" deep recessed bumper for sure footing when entering bed
- Armless and self supporting tailgate work table
- Adjustable, but lockable, shelving system
- Weather shield system around locks, doors, and hinges, preventing leaks and securing the tools of your trade. Neoprene door seals, water-proof gaskets, self-sealing stainless steel rivets, and silky smooth three-point door latches with Teflon glides

Vehicle Options

Ford Connectivity Package (1-Year Included)	Fully automatic headlights
Internet access capable: 5G Modem - Ford Connectivity Package	Panic alarm
6 Speakers	Security system
AM/FM radio	Speed control
SYNC 4	Heated door mirrors
Air Conditioning	Power door mirrors
Power steering	Rear step bumper
Power windows	Turn signal indicator mirrors
Remote keyless entry	Compass
Steering wheel mounted audio controls	Front reading lights

Traction control
4-Wheel Disc Brakes
ABS brakes
Dual front impact airbags
Dual front side impact airbags
Emergency communication system: SYNC 4 911 Assist
Front anti-roll bar
Low tire pressure warning
Overhead airbag
Passenger cancellable airbag
Brake assist
Electronic Stability Control
Exterior Parking Camera Rear
Delay-off headlights

Illuminated entry
Outside temperature display
Overhead console
Passenger vanity mirror
Tachometer
Telescoping steering wheel
Tilt steering wheel
Trip computer
HD Vinyl 40/20/40 Split Bench Seat
Split folding rear seat
Front Center Armrest w/Storage
17" Argent Painted Steel Wheels
Variably intermittent wipers
3.73 Axle Ratio

Vehicle Notes

2026 FORD F250 XL 600AFLEET INVOICE Stock #26-0147VIN #1FT7X2BA1TEC60250MSRP\$58,930.00 Total Retail\$58,930.00 Bickford Discount\$0.00 Ford Credit Retail Bonus Customer Cash\$0.00 Must Finance with Ford Motor CreditRetail Customer Cash\$1,500.00 Commercial Vehicle Season Retail Customer Cash\$0.00 2022 Ford Commercial Connection Upfit Bonus Customer Cash\$0.00 Must provide business proof for verification.Total Discount\$1,500.00 Sale Price\$57,430.00 Prices valid for Washington residents. Price includes: \$500 - Employee Pricing Retail Customer Cash. Exp. 07/06/2026

Photos

