



Spring Valley Lake Association  
13325 Spring Valley Parkway  
7001 SVL Box  
Victorville, CA 92395-5107

September 1, 2019

Dear SVLA Homeowner:

The SVLA Board of Directors is pleased to announce the adoption of the new 2019-2020 annual budget, as well as reserve and personal property replacement schedules with their respective funding plans. The annual assessment will be \$1,139.00 per unit. The assessment will be due quarterly at a rate of \$284.75 on the following due dates: November 1, 2019, February 1, 2020, May 1, 2020, and August 1, 2020. You may pay in full with one payment on November 1, 2019. For your convenience, payments may be paid by automatic electronic funds transfer or on-line at [www.Cidcllc.us](http://www.Cidcllc.us)

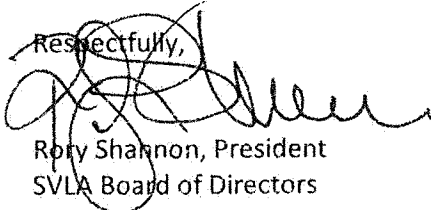
Included with this mailing is the required annual disclosure packet which contains the following:

- Fiscal Year Budget 2019-2020
- Executive Summary Reserve Study
- Assessment and Reserve Funding Disclosure Summary
- 30 Year Reserve Funding Plan
- Insurance Disclosure
- Annual Policy Statement
- Delinquent Assessment Collection Policy
- Assessment and Foreclosure Notice
- Enforcement Fine Policy
- Alternative Dispute Resolution
- Internal Dispute Resolution
- Architectural Review Process/Application
- Security and Emergency/Disaster Preparedness Disclaimer

The association's governing documents are available on the website at [www.svla.com](http://www.svla.com).

We will continue to look for ways to increase efficiency, improve services and reduce our operating cost throughout the coming years. Additionally, SVLA will continue to strive for success in improving our reserve funding, collection of delinquent accounts, and improving the overall look of our community. Everything we do has one purpose – to make Spring Valley Lake the community of choice and the "Jewel of the High Desert".

Respectfully,



Rory Shannon, President  
SVLA Board of Directors

Association Office – 760.245.9756  
Public Safety – 760.245.6400  
Fax – 760.245.3076  
Website – [www.svla.com](http://www.svla.com)

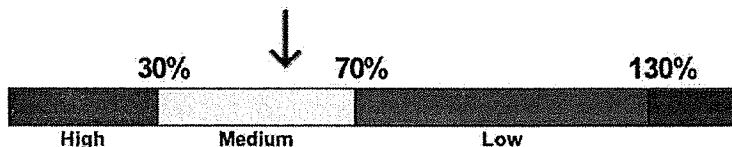
### 3- Minute Executive Summary

**Association:** Spring Valley Lake Association **Assoc. #: 759-9**  
**Location:** Spring Valley Lake, CA **# of Units: 4,215**  
**Report Period:** November 1, 2019 through October 31, 2020

#### Findings/Recommendations as-of: November 1, 2019

Projected Starting Reserve Balance .....	\$1,867,837.
Fully Funded Balance .....	\$3,281,673.
Average Reserve Deficit (Surplus) Per Unit .....	\$335.
Percent Funded .....	56.9 %
Recommended 2019 Monthly Reserve Contributions .....	\$39,000.
Alternate contributions to keep Reserve between 60%-70% .....	\$34,600.
Most Recent Reserve Contribution Rate .....	\$33,600.

Reserves % Funded: 56.9%



Special Assessment Risk:

#### Economic Assumptions:

Net Annual "After Tax" Interest Earnings Accruing to Reserves ..... 1.00 %  
 Annual Inflation Rate ..... 3.00 %

- This is an Update "With-Site-Visit" Reserve Study
- The information in this Reserve Study is based on our site inspection on 7/5/2019
- This Reserve Study was prepared by a credentialed Reserve Specialist (RS).
- Because your Reserve Fund is at 56.9 % Funded, this means the association's special assessment & deferred maintenance risk is currently Medium.
- Your multi-year Funding Plan is designed to gradually bring you to the 100% level, or "Fully Funded". An alternate threshold funding plan has been provided that would keep the association around 60%-70% funded.
- Based on this starting point, your anticipated future expenses, and your historical Reserve contribution rate, our recommendation is to contribute \$39,000/month to the Reserve Fund. Nominal annual increases are scheduled to help offset inflation (see tables herein for details).
- We recommend that this Reserve Study be updated annually, with an on-site inspection update every three years.

#	Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
1803	Fire Alarm System - Replace	20	2	\$12,500
1804	Fire Suppression System - Replace	20	7	\$11,500
1805	Sound System - Replace	15	1	\$7,700
1806	Projector/Screen - Replace	10	2	\$22,000
<b>Equestrian Center</b>				
303	HVAC Unit - Replace (Apartment)	15	0	\$5,625
303	HVAC Unit - Replace (Clubroom)	15	0	\$9,375
350	Flag Poles - Replace	40	3	\$4,400
407	Horse Sculpture - Replace	75	73	\$7,000
408	Judges Gazebos - Replace	30	28	\$4,000
409	Bridges - Replace	30	0	\$46,200
409	Sand - Replace (Arena)	4	3	\$28,600
410	Footing - Replace	8	8	\$28,000
425	Metal Hay Barns - Replace	35	23	\$11,000
503	Heavy Pipe Rail - Replace (Arenas)	25	20	\$40,000
503	Pipe Rail - Replace (Stalls/Pens)	30	4	\$64,900
505	Wood Fence - Replace	15	2	\$13,000
506	Vinyl Fence - Replace	30	17	\$68,000
702	Metal Doors - Replace	25	5	\$23,700
909	Restrooms (Barn) - Refurbish	25	24	\$3,000
909	Restrooms (Clubhouse) - Refurbish	25	1	\$3,000
1304	Tile Roof - Replace Underlayment	30	16	\$23,400
1304	Tile Roof - Replace Underlayment	30	16	\$44,000
1904	Walkway Poles - Replace	30	5	\$11,000
1908	Propane Tank - Replace	40	1	\$5,000
1910	Windows (apartment) - Replace	25	21	\$2,875
1911	Tile Floor (apartment) - Replace	20	16	\$5,900
1913	Sliding Doors (apartment) - Replace	25	21	\$5,800
<b>Asphalt</b>				
201	Asphalt - Overlay (Admin)	40	35	\$54,700
201	Asphalt - Overlay (Beach)	40	35	\$84,750
201	Asphalt - Overlay (CB MP)	40	35	\$96,300
201	Asphalt - Overlay (EQ)	40	35	\$48,700
201	Asphalt - Remove & Replace (Admin)	40	10	\$119,200
201	Asphalt - Remove & Replace (Beach)	40	10	\$185,000
201	Asphalt - Remove & Replace (CB MP)	40	10	\$210,000
201	Asphalt - Remove & Replace (EQ)	40	10	\$106,250
202	Asphalt - Seal/Repair (All)	5	4	\$38,000
<b>Lake &amp; Marina</b>				
103	Boat Ramp - Replace	25	7	\$8,750
111	Gangways - Replace	50	4	\$17,000
314	Fuel Dispenser - Replace	20	3	\$17,500
314	Fuel Station POS - Replace	8	3	\$13,500
315	Fuel Storage Tank - Replace	40	3	\$45,700
501	Sea Wall - Partial Replace	15	0	\$13,800
503	Iron Fence/Rail - Replace	20	0	\$6,000
510	Shade Structure - Replace	20	14	\$8,600
511	Shade Fabric - Replace	5	1	\$2,600

#	Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
1308	Metal Roof - Replace (Beach)	35	24	\$13,200
1607	Basketball Court - Resurface (BP)	10	9	\$12,000
1607	Basketball Court - Resurface (LP)	10	9	\$12,000
1607	Basketball Court - Resurface (MLP)	10	9	\$12,000
1610	Lifeguard Towers - Replace	10	5	\$18,000
1901	Bocce Ball Courts - Resurface (MLP)	15	0	\$30,000
1910	Elevated Deck - Replace	30	29	\$12,000
1911	Elevated Deck Railing - Replace	20	19	\$6,000
<b>Vehicles &amp; Equipment</b>				
1	Security Car - Replace	4	2	\$26,000
2	Security Car - Replace	4	2	\$26,000
3	Security Car - Replace	4	2	\$26,000
4	Security Car - Replace	4	2	\$26,000
5	Community Services Car - Replace	12	10	\$26,000
6	Community Services Car - Replace	12	10	\$26,000
7	Security Truck - Replace	6	4	\$33,000
8	Security Golf Cart - Replace	10	9	\$7,600
11	Security Boat - Replace	12	0	\$12,000
12	Security Boat - Replace	12	11	\$12,000
13	Security Boat - Replace	25	0	\$26,000
14	Security Boat - Replace	25	23	\$70,000
20	Maint. Truck - Replace	20	1	\$32,000
21	Maint. Truck - Replace	20	4	\$29,000
22	Boom Lift - Replace	20	19	\$35,000
23	Maint. Truck - Replace	20	4	\$29,000
24	Maint. Truck - Replace	20	19	\$33,750
25	Maint. Truck - Replace	20	14	\$30,000
26	Maint. Truck - Replace	20	14	\$36,000
27	Maint. Truck - Replace	20	14	\$30,000
28	Maint. Truck - Replace	20	15	\$32,000
29	Maint. Truck - Replace	20	16	\$30,000
30	Maint. Truck - Replace	20	14	\$30,000
31	Maint. Truck - Replace	20	0	\$32,000
32	Maint. Boat - Replace	30	15	\$48,000
33	Maint. Boat - Replace	25	0	\$26,000
34	Maint. Trailer - Replace	20	17	\$7,000
35	Maint. Trailer - Replace	20	7	\$7,900
36	Maint. Trailer - Replace	20	15	\$8,900
37	Maint. Trailer - Replace	20	15	\$8,900
38	Maint. Trailer - Replace	20	10	\$700
39	Maint. Trailer - Replace	20	10	\$2,100
40	Maint. Trailer - Replace	20	7	\$3,800
41	Maint. Trailer - Replace	20	7	\$3,800
42	Security Trailer - Replace	20	14	\$2,100
43	Equestrian Tractor - Replace	30	24	\$27,000
44	Maint. Tractor - Replace	30	19	\$37,000
45	Equestrian Tractor - Replace	30	0	\$47,000
47	Maint. Wood Chipper - Replace	20	1	\$6,100

## Assessment and Reserve Funding Disclosure Summary

### Spring Valley Lake Association, Spring Valley Lake

For Fiscal Year Beginning: 11/1/2019

# of units: 4215

1) Budgeted Amounts:	Total	Average Per Unit*
Reserve Contributions:	\$36,666.66	\$8.70
Total Assessment Income:	\$400,073.75	\$94.92 per: Month

- 2) Additional assessments that have already been scheduled to be imposed or charged, regardless of the purpose, if they have been approved by the board and/or members:

Year	Total Amount Per Unit*	Purpose
Total: \$0.00		

- 3) Based on the most recent Reserve Study and other information available to the Board of Directors, at this point in time does it appear that currently projected Reserve account balances will be sufficient at the end of each year to meet the association's obligation for repair and/or replacement of major components during the next 30 years? **Yes**
- 4) If the answer to #3 is no, what additional assessments or other contributions/loans to Reserves would be necessary to ensure that sufficient Reserve Funds will be available each year during the next 30 years?

Approximate Fiscal Year Assessment Will Be Due	Average Total Amount Per Unit*

Total: \$0.00

- 5) All major components appropriate for Reserve Funding (components that are a common area maintenance responsibility with a limited life expectancy and predictable remaining useful life, above a minimum threshold cost of significance) are included in this Reserve Funding Plan: **Yes**

6) All computations/disclosures are based on the fiscal year start date of:	11/1/2019
Fully Funded Balance (based on formula defined in 5570(b)4):	\$3,281,673
Projected Reserve Fund Balance:	\$1,867,837
Percent Funded:	56.9 %
Reserve Deficit (surplus) on a mathematical avg-per-unit* basis:	\$335

From the 8/8/2019 Reserve Study by Association Reserves and any minor changes since that date.

\* If assessments vary by the size or type of unit, allocate as noted within your Governing Documents.

- 7) See attached 30-yr Summary Table, showing the projected Reserve Funding Plan, Reserve Balance, Percent Funded, and assumptions for interest and inflation.

Prepared by: Kevin Leonard

Date: 9/13/2019

*The financial representations at the time of preparation are based on the Reserve Study for the fiscal year shown at the top of this page and the best estimates of the preparer. These estimates should be expected to change from year to year. Some information on this form has been provided to Association Reserves, and has not been independently verified.*

Spring Valley Lake Association

- (1) **OFFICIAL COMMUNICATIONS.** All official communications to the Association shall be directed to:

Spring Valley Lake Association  
13325 Spring Valley Parkway  
7001 SVL Box  
Victorville, CA 92395-5107

- (2) **SECONDARY ADDRESSES.** Owners have the right to submit secondary addresses to the Association for the purposes of collection notices. Upon the receipt of a written request by an owner identifying a secondary address for purposes of collection notices, the Association shall send additional copies of any notices required by California Civil Code to the secondary address. The owner's request shall be in writing and shall be mailed to the Association in a manner that shall indicate the Association has received it. The owner may identify or change a secondary address at any time, provided that, if a secondary address is identified or changed during the collection process, the Association shall only be required to send notices to the indicated secondary address from the point the Association receives the request.
- (3) **GENERAL NOTICES.** Pursuant to paragraph (3) of subdivision (a) of Section 4045, the location designated for posting of the official notice is the Association office bulletin board and additional boards in the community.
- (4) **GENERAL NOTICES OPTION.** Members may request to receive general notices by individual delivery. In order to activate this option, you must notify the Association's management company via mail or fax to:

Spring Valley Lake Association  
13325 Spring Valley Parkway  
7001 SVL Box  
Victorville, CA 92395-5107  
Fax (760) 245-3076

**SPRING VALLEY LAKE ASSOCIATION  
INSURANCE DISCLOSURE STATEMENT**

California Civil Code 5300 (a) (9) requires homeowner associations to disclose a summary of certain insurance policies maintained by the association. For your information, Spring Valley Lake Association is pleased to summarize the insurance coverage as follows:

	CARRIER	EXPIRATION DATE	POLICY LIMIT	DEDUCTIBLE
<b>WORKERS COMPENSATION</b>	State Fund	1/1/2020	\$1,000,000	N/A
<b>LIABILITY COVERAGE</b>	Philadelphia Insurance	1/1/2020	\$11,000,000	\$1,000
<b>DIRECTORS &amp; OFFICERS COVERAGE</b>	Philadelphia Indemnity Insurance Co.	7/1/2020	\$1,000,000	\$35,000
<b>BUILDING COVERAGE</b>	Philadelphia Insurance	1/1/2020	\$3,000,000	\$1,000
<b>FIDELITY BOND COVERAGE</b>	CNA Surety	5/6/2021	\$25,000	N/A
<b>EARTHQUAKE COVERAGE</b>	N/A			
<b>FLOOD COVERAGE</b>	N/A			

This disclosure statement is a general description of coverage. All coverage is subject to the exclusions and conditions of the insurance contracts. Statements here cannot alter, reduce, or expand any coverage in the policies. The information provided is deemed accurate at the time of issue. Owners with questions are encouraged to contact the association's insurance agent at the following address:

ISU Insurance Services- ARMAC Agency  
Agent: Tami Pickens  
17177 Yuma St, Victorville, CA 92395  
Office 760-269-3310 FAX 760-241-1467

This summary of the association's policies of insurance provides only certain information, as required by subdivision (9) of Section 5300 (a) of the Civil Code, and should not be considered a substitute for the completed policy terms and conditions contained in the actual policies of insurance. Any association member may, upon request and provision of reasonable notice, review the association's insurance policies and, upon request and payment of reasonable duplication charges, obtain copies of those policies. Although the association maintains the policies of insurance specified in this summary, the association's policies of insurance may not cover your property, including personal property or, real property improvements to or around your dwelling, or personal injuries or other losses that occur within or around your dwelling. Even if a loss is covered, you may nevertheless be responsible for paying all or a portion of any deductible that applies. Association members should consult with their individual insurance broker or agent for appropriate additional coverage.

.....  
**Individual Liability Policies and Loss Assessment Coverage:**

It is very important that you explore your own risks with a knowledgeable insurance agent, and purchase coverage to protect you from any liability from an accident occurring in your own unit, the common area, and/or any exclusive use common area (such as patios, garages, carports, balconies), and to protect you from any liability or insurance gaps in coverage between the association's coverage and your own. It is also strongly recommended that you inquire about Loss Assessment Coverage. An endorsement for loss assessment provides protection to individual unit owners for extraordinary special assessments, such as excess liability over the association's insurance proceeds or an extraordinary expense incurred by the association, allocated to the owners, through a special assessment (such as a special assessment to pay for rebuilding costs which exceed insurance proceeds from an earthquake or fire loss). Please contact your personal insurance agent for further details.

## **SPRING VALLEY LAKE ASSOCIATION DELINQUENT ASSESSMENT COLLECTION POLICY**

8. If an owner fails to pay the amounts set forth in the pre-lien letter and fails to request IDR within thirty (30) days of the date of the pre-lien letter, the Board shall decide, by majority vote in an open meeting, whether to authorize the Management Company or the collection attorney to record a lien for the amount of any delinquent assessments, late charges, interest and /or costs of collection, including attorneys' fees, against the owner's property. The owner will be charged for the fees and costs of preparing and recording the lien. The lien may be enforced in any manner permitted by law, including, without limitation, judicial or non-judicial foreclosure (Civil Code Section 5700(a)).
9. Once the matter has been transferred to the collection attorney, the collection attorney may be authorized to commence a non-judicial foreclosure action to enforce the lien if and/or when thirty (30) days has passed since the lien was recorded and either (a) the delinquent assessment amount totals One Thousand, Eight Hundred Dollars (\$1,800), or more, excluding accelerated assessments and specified late charges and fees or (b) the assessments are delinquent for more than twelve (12) months. An owner could lose ownership of the property if a foreclosure action is completed. Owners will be responsible for significant additional fees and costs if a foreclosure action is commenced against your property.
10. The decision to foreclose on a lien must be made by a majority of the Board of Directors in an Executive Session meeting and the Board of Directors must record their votes in the minutes of the next open meeting of the Board. The Board must maintain the confidentiality of the delinquent owner(s) by identifying the matter in the minutes by only the parcel number of the owner's property. Prior to initiating any foreclosure sale on the recorded lien, the Association shall offer delinquent homeowners the option to participate in IDR or Alternative Dispute Resolution ("ADR").
11. An owner is entitled to inspect the Association's accounting books and records to verify the amounts owed pursuant to Corporations Code Section 8333.
12. In the event it is determined that the owner has paid the assessments on time, the owner will not be liable to pay the charges, interest, and costs of collection associated with collection of those assessments.
13. An owner has the right to dispute the assessment debt by submitting a written request for dispute resolution to the collection attorney for delivery to the association pursuant to Article 2 (commencing with Section 5900) of Chapter 10 of the Civil Code.
14. An owner has the right to request alternative dispute resolution with a neutral third party pursuant to Article 3 (commencing with Section 5925) of Chapter 10 of the Civil Code before the Association may initiate foreclosure against the owner's separate interest, except that binding arbitration shall not be available if the Association intends to initiate a judicial foreclosure.
15. Any owner who is unable to pay assessments will be entitled to make a written request for a payment plan to the collection attorney to be considered by the Board of Directors. An owner may also request to meet with the Board in executive session to discuss a payment plan if the payment plan request is mailed within fifteen (15) days of the postmark date of the pre-lien letter. The Board will consider payment plan requests on a case-by-case basis and is under no obligation to grant payment plan requests. Payment plans shall not interfere with the Association's ability to record a lien on an owner's separate interest to secure payment for the

Effective May 27, 2014



# **SPRING VALLEY LAKE ASSOCIATION DELINQUENT ASSESSMENT COLLECTION POLICY**

## **NOTICE ASSESSMENTS AND FORECLOSURE**

This notice outlines some of the rights and responsibilities of owners of property in common interest developments and the associations that manage them. Please refer to the sections of the Civil Code indicated for further information. A portion of the information in this notice applies only to liens recorded on or after January 1, 2003. You may wish to consult a lawyer if you dispute an assessment.

## **ASSESSMENTS AND FORECLOSURE**

Assessments become delinquent 15 days after they are due, unless the governing documents provide for a longer time. The failure to pay association assessments may result in the loss of an owner's property through foreclosure. Foreclosure may occur either as a result of a court action, known as judicial foreclosure, or without court action, often referred to as nonjudicial foreclosure. For liens recorded on and after January 1, 2006, an association may not use judicial or nonjudicial foreclosure to enforce that lien if the amount of the delinquent assessments or dues, exclusive of any accelerated assessments, late charges, fees, attorney's fees, interest, and costs of collection, is less than one thousand eight hundred dollars (\$1,800). For delinquent assessments or dues in excess of one thousand eight hundred dollars (\$1,800) or more than 12 months delinquent, an association may use judicial or nonjudicial foreclosure subject to the conditions set forth in Article 3 (commencing with Section 5700) of Chapter 8 of Part 5 of Division 4 of the Civil Code. When using judicial or nonjudicial foreclosure, the association records a lien on the owner's property. The owner's property may be sold to satisfy the lien if the amounts secured by the lien are not paid. (Sections 5700 through 5720 of the Civil Code, inclusive)

In a judicial or nonjudicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The association may not use nonjudicial foreclosure to collect fines or penalties, except for costs to repair common area damaged by a member or a member's guests, if the governing documents provide for this. (Section 5725 of the Civil Code)

The association must comply with the requirements of Article 2 (commencing with Section 5650) of Chapter 8 of Part 5 of Division 4 of the Civil Code when collecting delinquent assessments. If the association fails to follow these requirements, it may not record a lien on the owner's property until it has satisfied those requirements. Any additional costs that result from satisfying the requirements are the responsibility of the association. (Section 5675 of the Civil Code)

At least 30 days prior to recording a lien on an owner's separate interest, the association must provide the owner of record with certain documents by certified mail, including a description of its collection and lien enforcement procedures and the method of calculating the amount. It must also provide an itemized statement of the charges owed by the owner. An owner has a right to review the association's records to verify the debt. (Section 5660 of the Civil Code)

If a lien is recorded against an owner's property in error, the person who recorded the lien is required to record a lien release within 21 days, and to provide an owner certain documents in this regard. (Section 5685 of the Civil Code)

Effective May 27, 2014

# **SPRING VALLEY LAKE ASSOCIATION ASSESSMENTS AND FORECLOSURE NOTICE**

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In a judicial or nonjudicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The association may not use nonjudicial foreclosure to collect fines or penalties, except for costs to repair common areas damaged by a member or a member's guests, if the governing documents provide for this. (Sections 5605 and 5650 of the Civil Code)

The association must comply with the requirements of Section 5650 of the Civil Code when collecting delinquent assessments. If the association fails to follow these requirements, it may not record a lien on the owner's property until it has satisfied those requirements. Any additional costs that result from satisfying the requirements are the responsibility of the association. (Section 5650 of the Civil Code)

At least 30 days prior to recording a lien on an owner's separate interest, the association must provide the owner of record with certain documents by certified mail, including a description of its collection and lien enforcement procedures and the method of calculating the amount. It must also provide an itemized statement of the charges owed by the owner. An owner has a right to review the association's records to verify the debt. (Section 5650 of the Civil Code)

If a lien is recorded against an owner's property in error, the person who recorded the lien is required to record a lien release within 21 days, and to provide an owner certain documents in this regard. (Section 5650 of the Civil Code)

The collection practices of the association may be governed by state and federal laws regarding fair debt collection. Penalties can be imposed for debt collection practices that violate these laws.

## **PAYMENTS**

When an owner makes a payment, he or she may request a receipt, and the association is required to provide it. On the receipt, the association must indicate the date of payment and the person who



Spring Valley Lake Association  
7001 SVL Box  
13325 Spring Valley Parkway  
Spring Valley Lake, CA 92395  
760.245.9756 / Fax: 760.245.3076

## Spring Valley Lake Association Fine Schedule

Citation Review Committee fine recommendations are based upon consideration of each case as an individual set of circumstances. Exacerbating circumstances as well as matters of extenuation or mitigation are considered by the Committee in making its recommendation. This fine schedule was approved by the Board of Directors as amended on March 3, 1999. Amended February 26, 2019 by The Board of Directors.

### PART I

#### Boating Violations, Including:

Code #	Recommended Fine
1 Reckless, negligent or unsafe operation	\$250.00
2 Intoxicated Operator	\$500.00 & 1 yr. ban
3 No qualified water skier observer	\$250.00
4 Not using orange flag	\$100.00
5 Overload vessel	\$100.00
6 Failure to obey patrol direction	\$100.00
7 Wrong direction of travel	\$250.00
8 Excessive speed	
8.1 1 to 10 mph over speed limit; plus \$5.00 per mph over 35 mph.	\$100.00
8.2 11 to 15 mph over speed limit; plus \$5.00 per mph over 35 mph.	\$175.00
8.3 16 to 20 mph over speed limit; plus \$5.00 per mph over 35 mph.	\$200.00
8.4 Over 21 mph over speed limit; plus \$5.00 per mph over 35 mph.	\$250.00
9 Failure to maintain required insurance	\$100.00
10 Hit and run accident	\$500.00 & 1 yr. ban
11 High speed operation or water skiing in lake fingers	\$250.00
11.2 Exceeding "No Wake" in designated areas	\$150.00
11.3 PWC jumping wake of another vessel	\$150.00

#### Other Boating Violations, including but not limited to:

12 Tampering with buoys	\$100.00
13 Unsafe Equipment	\$100.00
14 Excessive noise	\$100.00
15 Operating without SVL's boat operators card	\$100.00 & 1 yr. ban
16 Prohibited hours of operation	\$100.00
17 Unregistered Vessels	\$250.00 & 1 yr. ban
18 Tampering with or unauthorized use of SVLA boat registration sticker	\$500.00 & ban prop. owner & boat
19 Illegal Launch	\$250.00
20 Unauthorized mooring at dock, shore or buoy	\$50.00
21 Water Skiing before 7:00 AM or after sunset	\$100.00
22 Operating a personal watercraft without SVL's watercraft license endorsement	\$50.00
23 Underage operator of vessel on Spring Valley Lake	\$100.00
24 Miscellaneous boat violations	\$50.00

#### Fishing Violations, including, but not limited to:

31 Taking of fish exceeding limit	\$250.00
32 Fishing at prohibited times	\$150.00
33 Use of more than 2 rods or 1 hand line with no more than 3 hooks	\$100.00

#### Equestrian Estates and Trail Violations, including, but not limited to:

Code #	Recommended Fine
41 Unsafe act	\$250.00
43 Failure to respond to eviction notice	\$100.00
44 Failure to comply with boarding agreement	\$50.00
45 Failure to comply with EQ rules	\$50.00
45.1 Lack of horse immunization records on file	\$150.00
46 Unauthorized motor vehicles on trail	\$100.00
47 Dumping debris on trails	\$100.00
48 Failure to properly clear and dispose of manure	\$100.00
49 Failure to wear protective headgear	\$50.00

#### Miscellaneous, including but not limited to:

42 Abuse of animals	\$250.00
50 Swimming rules 7.0, all rules	\$50.00
51 Threatening actions whether abusive language or physical action directed toward any SVLA employee, Board member, Committee member	\$500.00
52 Illegal or improper parking on Association property	\$50.00
53 Littering on Association property	\$100.00
54 Use of bicycles or skateboards at Meadowlark park	\$50.00
55 Use of facilities during prohibited hours	\$100.00
56 Use of glass containers on beaches & playgrounds	\$100.00
57 Improper operation of motorcycles or all-terrain vehicles	\$100.00
58 Misuse of Association ID cards or guest passes	\$100.00
58.1 No Identification cards	\$50.00
59 Nuisance to neighborhood	\$500.00
60.1 Vandalism/damage to Association property	\$250.00
60.2 Trespassing or damage to SVLA properties	\$200.00
60.3 Use or possession of narcotics, controlled substances, or any unlawful activities on Spring Valley Lake Association properties	\$250.00
61 Unauthorized use of trash containers	\$100.00
62 Operating a home-based business	\$150.00
63 Using an R.V. or structures as a dwelling	\$300.00
64 Keeping an excess number of animals according to County Code and Apple Valley Code	\$150.00
65 Keeping of animals other than dogs, cats, horses on property	\$250.00
66 Noisy animal/annoyance to neighborhood	\$250.00
66.1 Vicious dogs	\$250.00
67 Uncontrolled and/or unleashed dog	\$100.00
67.1 Not picking up after your dog	\$150.00
68 Improper parking on residential lots	\$150.00
69 Failure to erect a 2 or 3 sided structure w/a roof (shade) in a corral	\$200.00

# **SPRING VALLEY LAKE ASSOCIATION ALTERNATIVE DISPUTE RESOLUTION SUMMARY**

California *Civil Code* Sections 5925 through 5965 require community associations and their homeowners to offer to participate in some form of Alternative Dispute Resolution ("ADR") prior to initiating certain types of lawsuits in superior court. ADR means mediation, arbitration, conciliation, or other non-judicial procedure that involves a neutral party in the decision making process. ADR may either be binding or non-binding, as may be agreed to by the parties. This Summary of the ADR statutes is being distributed as required by California *Civil Code* Section 5960.

## **I. When ADR Must be Offered Prior to Initiating Enforcement Action:**

An association or an owner may not file certain lawsuits in superior court unless an effort has been made to submit the dispute to ADR as required by law. Generally, ADR must be offered before filing a civil action or proceeding that seeks:

- A. A judicial declaration of the rights and responsibilities of the parties, only; or
- B. A writ of mandate or a writ of prohibition, only; or
- C. Permanent injunctive relief only; or
- D. Declaratory relief, writ relief, or injunctive relief, combined with a claim for monetary damages of five thousand dollars or less

It is not necessary to offer ADR prior to filing any other type of superior court action, or prior to filing any type of small claims action. Except as otherwise provided by law, the ADR requirement does **not** apply to an assessment dispute.

## **II. Compliance Procedures:**

The ADR process is initiated by one party serving all other parties with a "Request for Resolution," which shall include:

- A. A brief description of the dispute between the parties;
- B. A request for ADR;
- C. When directed to an owner, the request must be accompanied by a copy of the ADR statutes;
- D. Service of the Request must be by personal delivery, first-class mail, express mail, facsimile transmission, or other means reasonably calculated to provide the intended recipient actual notice of the Request;
- E. A notice to all parties that they are required to respond within 30 days of receipt, or else the offer of ADR is deemed rejected; and
- F. If the Request is accepted, ADR must be completed within 90 days of the receipt of the acceptance, unless the parties sign a written agreement extending the completion date.



Spring Valley Lake Association  
13325 Spring Valley Parkway  
7001 SVL Box  
Spring Valley Lake, CA 92395-5107

	Date	Emp. Initials
Date Received		
1 <sup>st</sup> AC Mtng. Date		
2 <sup>nd</sup> AC Mtng. Date		
Resubmit Date		

## ARCHITECTURAL PROJECT APPLICATION

**Do not start any work without prior Architectural Committee approval.**

**BE ADVISED - FAILURE TO COMPLETE A PROJECT WITHIN THE TIME LIMIT INDICATED ON YOUR APPROVAL LETTER MAY RESULT IN AN IMMEDIATE CITATION**

Tract/Lot \_\_\_\_\_ Project Address \_\_\_\_\_

Property Owner's Name \_\_\_\_\_

Property Owner's Mailing Address \_\_\_\_\_

Home Phone (\_\_\_\_) \_\_\_\_\_ Work Phone (\_\_\_\_) \_\_\_\_\_

Contractor's Name \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_

Variance Requested<sup>1</sup>: ☐ Yes ☐ No Number of Variance Form(s) attached: ☐

**Please Check Type of Project:**

☐ New House ☐ Addition ☐ Landscape ☐ Other \_\_\_\_\_

**Have you attached all required items?**

Describe Project: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Fee: Check # \_\_\_\_\_ Amount \$ \_\_\_\_\_ Recv'd. By \_\_\_\_\_

<sup>1</sup> Each Variance request requires a separate application and fee.

**Section 2.9 - Local Governmental Agency Approval:** Any approval by the Architectural Committee shall not relieve the owner from obtaining the prior consent and approval, when necessary, of the appropriate department or commission of the County of San Bernardino - Town of Apple Valley.

The undersigned acknowledges the conditions on the attached form. (AC101)

Property Owner's Signature \_\_\_\_\_ Date \_\_\_\_\_

ACCOUNT NUMBER \_\_\_\_\_ SAMPLE(S) REC. \_\_\_\_\_ REQ FOR REFUND \_\_\_\_\_



## ARCHITECTURAL PLAN SUBMITTAL Check off List

The individual submitting a project is responsible for ensuring the items listed below are indicated with the corresponding number circled in red on all plans. The preferred scale for plans is 1" = 10'. When in doubt, please contact the Architectural Department.

- Project approval by the Architectural Committee does not relieve the property owner of any responsibility to obtain consent and/or approval from San Bernardino County or the Town of Apple Valley, where applicable. (Architectural Policy Section 2.9)
- Upon review by the Architectural Committee, results of project reviews will be mailed to property owners or made available in the Association office for pick up, if requested. Telephone/verbal results will not be given.
- All approved projects are assigned a time limit for completion which will be indicated on the project approval letter. It is the property owner's responsibility to notify the Association when projects are completed.
- All projects must include a detailed drawing that illustrates the project in relation to the house.

### HOUSE

1. (2) complete sets of plans. North Point
2. Lot and Tract Numbers on house plans
3. Setbacks (4 sides)
4. Grading plan (if required)
5. Landscaping plan (include rear landscaping for lake And golf course lots) must be 30% greenery
- \* 6. Driveways (must be stamped or textured)
7. Square footage of house
8. Location of FAU and A/C (outside slab)
9. Elevations
- \*10. Exterior materials and colors (Garage door color must be specified and consistent with structure)
- \*11. Roof material
12. Roof height (maximum 29.6")
13. Roof eaves/overhangs (maximum 24")
14. Location of exterior lighting
15. Solar system (if any)
16. Pools, walls, gazebos, etc.
17. Dock/Sea wall specifications
18. Plot plan, including all overhangs and projections (Footprint)
19. Equestrian fence (if required)
20. Any changes to blueprints must be initialed by PO or contractor

### SWIMMING POOL

1. Plot plan (drawn to scale)
2. Setbacks
3. Lot dimensions
4. Pool equipment location

\* = Must include the color name and/or design sample

### DEADLINE

The Architectural Committee meets twice per month. The deadline for project submittal is the Friday before the scheduled meeting.

### DEPOSIT

If a deposit is provided, the property owner must notify the Association once the project is complete to begin the Deposit returns process. Once notification of completion is received, a final inspection will be scheduled and if all requirements of the original project approval are met, a refund for the appropriate amount will be furnished within 15-20 business days.

### WALL, FENCE

1. Plot plan drawn to scale in relation to house
2. Fence height and length
3. Fence material
4. Gate height and length
5. Gate material and screening
- \* 6. Color scheme
7. Setbacks
8. Lot dimensions

### LANDSCAPING, OTHER IMPROVEMENTS

1. Plot plan drawn to scale in relation to the house and street
2. Show all materials existing and new
3. Include lot dimensions and setbacks
- \* 4. Any color changes
- \* 5. Rock samples, including name of rock, name of plants, trees etc. must be 30 % greenery.

### PATIO, SHED, ROOM ADDITION, GARAGE

1. Plot plan (include concrete slab and projections)
2. Setbacks
3. Square footage of enclosure
4. Elevations
- \* 5. Exterior materials and colors
6. Roof materials and colors
7. Roof height

## SPRING VALLEY LAKE ASSOCIATION ARCHITECTURAL CONDITIONS

### **Memorandum of Understanding** Please read carefully prior to construction

1. All exterior improvements require prior written approval from the Architectural Committee.
2. No architectural approval may be granted nor may any work begin on the property until legal ownership of lot is secured and the SVLA is notified of the change by the escrow agent.
3. Two sets of plans are required from owner along with the deposit established in the current fee schedule before the Architectural Committee will consider the project. The owner is responsible for identifying items on the plans to coincide with the Architectural Plan Checklist (Form #AC200). Plans must be of professional quality, preferably by a licensed architect. They must include names and addresses of owner. All handwritten notes prior to the submittal of plans are to be initialed by owner. The Architectural Committee has the final voice in any decision regarding adequacy of plans.
4. After final inspection, a separate application and fee must be submitted for any additional exterior improvements.
5. Project approvals and deposits are transferable upon change of property ownership. Refundable portions of the deposit will be returned upon satisfactory final inspection of the project to the owner of record at that time. Deposits are to be transferred in escrow, and will run with the land.
6. Any deviation, addition or deletion to the original plans approved by the Architectural Committee must be re-submitted for approval prior to implementation. The request is subject to a fee established by the current fee schedule (Form #AC300) and approval must be in written form.
7. No accessory building except portable restrooms shall be placed on lot unless such building is used only as a temporary construction shelter, and has been approved in writing by the Architectural Committee. No such temporary shelter shall be used at any time as a dwelling place.
8. Prior to commencement of construction of a home, the property owner agrees to install and maintain a trash enclosure and portable restroom facility on the job site. The owner agrees that Spring Valley Lake Association personnel may enter the job site for the purpose of cleaning up debris that is not contained and charge a reasonable fee for the clean up (Section 3.3.6 and Form #AC300). Clean up charges, as well as any fines levied by the SVLA Board of Directors for infractions relating to construction, will be deducted from the deposit.
9. "For Sale" signs are to be removed within fourteen (14) days after close of escrow. Construction signs are to be removed within fourteen (14) days of final inspection, except homes which are for sale.
10. All construction must be diligently pursued. Approved projects must be completed within the timetables established in the current fee and deadline schedule (Form #AC300). Failure to complete the project within the specified timeframe and call for appropriate inspections will result in the forfeiture of the deposit refund and/or a fine unless an extension is requested in writing and approved prior to the expiration date. Failure to commence any project within its respective timeframe will void the approval. Only the refundable portion of the deposit will then be returned. To cancel project, complete the SVLA Architectural Cancellation Request form and return approved stamped plan for refund, less the cancellation fee established in the current fee schedule (Form #AC300).
11. Owner is responsible for requesting phase inspections on houses, docks, walls and additions in accordance with current inspection requirements (Section 2.7).
12. Approved plans not picked up within thirty (30) days after approval will be discarded.
13. No approval by the Spring Valley Lake Architectural Committee and/or the Spring Valley Lake Association regarding the placement and use of any dock hereunder shall be deemed either specifically or by implication, a determination that such placement and/or use is safe and free from danger to the said dock or to any person or persons. All docks placed or used on Spring Valley Lake are so placed and used at the sole risk of the owner thereof.
14. Applicant(s) agree to hold Spring Valley Lake Association and/or the Architectural Committee harmless from and to indemnify same against any and all claims made as a result of an industrial, construction or other accident or injury occurring from or incidental to said work. Should it become necessary for purposes of defending any claims or demands arising out of the subject matter with respect to enforcing this agreement, or should Spring Valley Lake Association incur any expenses or become obligated to pay any attorney's fee or court costs, the undersigned agrees to reimburse Spring Valley Lake Association for said expenses.
15. All of SVLA's Architectural Policies must be complied with. A copy of the Architectural Policies booklet will be provided by the Architectural staff upon request for the appropriate fee.
16. The setbacks established by the CC&R's as indicated on the maps available in the Association Office are believed to be accurate but are not final until validated by the Architectural Committee. The SVLA bears no responsibility for property boundaries.

### Owner Contact Information

Allow us to update your contact information by completing the following information, sign, and return this form. Civil code requires us to notify you of your obligation to provide the association with items 1, 2, 3, and 5 annually. We will use the last address provided, or, if none, the property address if you fail to respond to this request. You may return it with your next payment or by email to [cservice@cidcllc.us](mailto:cservice@cidcllc.us).

Additionally, our online portal <https://hoaonline.pro> is available for you to update your contact information, make payments, and access community information at any time.

CIDC Account #: \_\_\_\_\_ Lot Address: \_\_\_\_\_

#### Owner(s)

Name \_\_\_\_\_

Primary Phone \_\_\_\_\_

Secondary Phone \_\_\_\_\_

Email(s) \_\_\_\_\_

1. The address to which notices from the Association are to be delivered

#### Primary Address

Street Address \_\_\_\_\_

Unit # \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

ZIP Code \_\_\_\_\_

2. An alternate or secondary address to which notices from the Association are to be delivered (if any)

#### Alternate Address

Street Address \_\_\_\_\_

Unit # \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

ZIP Code \_\_\_\_\_

3. The name and address of your legal representative, if any, including any person with power of attorney or other person who can be contacted in the event of your extended absence (if any)

#### Representative

Name \_\_\_\_\_

Phone # \_\_\_\_\_

Street Address \_\_\_\_\_

Unit # \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

ZIP Code \_\_\_\_\_

4. In the event of an emergency the Association may contact (if any)

#### Emergency

Name \_\_\_\_\_

Relationship \_\_\_\_\_

Primary Phone \_\_\_\_\_

Secondary Phone \_\_\_\_\_

Email \_\_\_\_\_

5. Is the separate interest that you own (Check only one)

☐ Owner Occupied

☐ Rented Out

☐ Developed, but vacant

☐ Undeveloped

#### Signature

Signature \_\_\_\_\_

Date \_\_\_\_\_