



# *Bear Valley Springs* **Bear Tracks**

*May 2021 (Supplemental)*  
Official Publication of The Bear Valley Springs Association

**HELP US SAVE YOU MONEY BY RETURNING YOUR  
BVSA ELECTION BALLOT WHETHER YOU VOTE OR NOT!**

**50<sup>th</sup> Annual Meeting and Election of Board of Directors**  
**Saturday, June 12, 2021 – Whiting Center – 2:00 PM**  
**Voting in Person is from 9:00 – 11:00 AM**

**DEADLINE FOR MAILED BALLOTS TO ARRIVE IS JUNE 11<sup>TH</sup> AT 12:00 PM**

Soon you will receive your election ballot in the mail. If you are unable to attend the annual membership meeting to vote in person from 9:00-11:00 AM, please be sure to send in your ballot by mail to the Inspector of Election (HOA Elections Company) in the return envelope included in your ballot packet. Exact instructions for mailing are included in your packet. By returning your ballot you will help ensure we achieve an election quorum. If you choose to not cast any votes, simply shade in the circle that says ABSTAIN - "Quorum Purposes Only" and return your ballot in the prepaid return envelope so that it can be counted toward quorum. **You must sign the prepaid return envelope in the upper left corner.** Otherwise, the ballot is considered invalid and cannot be counted. Remember, without a quorum, the election must be rescheduled at a cost to you, the Association Membership. To learn more about the candidates running for the BVSA Board of Directors, you can review their candidate statements online at [www.bvsa.org](http://www.bvsa.org)

**Bear Valley Springs Association**  
**Notice of Candidates, June 12, 2021**

The following candidates have submitted their names for the two open seats for the  
BVSA Board of Directors, two- year term, 2021-2023

**Dain Hurst, Ervin "Butch" Reyburn, Adam Tiefenthaler,**

**Annual Membership Meeting and Election**

An important date is approaching for homeowners, staff and Board of Directors. Please mark the date, Saturday, June 12, 2021 from 9:00 AM to 2:00 PM, on your calendar and do your best to attend, or most importantly, participate in the Annual Election in person or by mail.

**IMPORTANT ELECTION INFORMATION:**

Saturday, June 12, 2021 is the date of the 50<sup>th</sup> Annual Meeting of the BVSA Membership and the election of the Directors, as per our governing documents. The polls are open for voting from 9:00 AM – 11:00 AM to receive "in person" ballots and to determine if a quorum has been achieved from the ballots previously mailed to the Inspector of Election.

**The "Special Open Meeting" opens at 9:00 AM.**

## **Annual Disclosure Documents - 2021**

### **Wesley Shryock, General Manager**

This is an Official Publication of the Bear Valley Springs Association (BVSA). This is a supplemental edition of the Bear Tracks to distribute our Disclosure requirements. There are yearly updates and changes in California Civil Code, 501 (c) (4) Corporations Code and other laws that apply to our Community and these laws dictate that we are required to distribute certain documents yearly. The Davis-Stirling Common Interest Development Act is the California Civil Code and (Section §5300 and §5570) contains the detailed requirements and the deadlines for most of these required items. In addition to the required items the BVSA has included some additional information to further lend explanation to the documents required.

#### **Notice of Annual Meeting - Civil Code §5105 (a) and Corporation Code §7511 (b)**

Notice of the Bear Valley Springs Association Annual Meeting **Saturday, June 12, 2021** is the date for the 50<sup>th</sup>, Annual Meeting of the BVSA membership and election of Board of Directors, as per our governing documents **(9:00 AM and 2:00 PM)**. This year a Special Open Board Meeting will be conducted the morning of the election, June 12, 2021, starting at 9:00 AM at the Whiting Center. **The membership is encouraged to attend.** The polls will be open for voting in person from 9:00 AM – 11:00 AM, at the Whiting Center.

#### **PRO FORMA OPERATING BUDGET - CIVIL CODE §5300**

##### **BVSA Pro Forma Operating Budget - Civil Code §5300**

This is the financial plan for the Association to manage its operations for the 2021-22 fiscal year. Instead of distributing the entire 71-page budget, BVSA distributes the Pro Forma Summary Operating Budget, and the Pro Forma Operating Budget pages. "The complete budget is also available at the Association Office and copies will be provided to homeowners upon request, at no charge". The Pro-forma Operating Budget includes the estimated revenue and expenses on an accrual basis.

##### **BVSA 2021-22 Operating Budget Breakdown by Department**

This breakdown shows the Net Costs by Department/Amenity as budgeted in the BVSA Pro Forma Operating Budget. This breakdown is reviewed as part of the budgeting process by the BVSA Finance Advisory Committee (FAC) and Approved by the BVSA Board of Directors.

##### **Assessment and Reserve Funding Disclosure Summary - Civil Code §5570**

##### **Annual Update of Reserve Study - Civil Code §5570**

For the 2021-2022 fiscal year and future years the BVSA Board of Directors and BVSA Staff has reviewed the Reserve Component database to determine and validate the current Reserve plan funding. **For the 2020-2021** fiscal year the BVSA Board had contracted with a Reserve Specialist to review, and verify the BVSA Reserve Component Study based on Davis-Stirling Common Interest Development Act - California Civil Code §5550.

Assessment and Reserve Funding Disclosure Summary (Civil Code §5570) is based upon the most recent review, based on only assets held in cash or cash equivalents. This includes the

statement as to whether the BVSA Board of Directors has determined or anticipates a special assessment, and if so the amount the commencement date and the duration, and a statement as for mechanism for funding the reserves. The current deficiency in the reserve funding is expressed on a per unit basis. The 30 Year Reserve Funding Plan Table is included in this Summary.

Reserve Study Plan includes the following: The current estimated replacement cost, estimated remaining life, and estimated useful life of each major component. Located in BVSA's sixteen (16) operating departments and categorized into twenty one (21) "Major Components" (such as: "Asphalt & Concrete", "Equipment", "Vehicles" and "Exterior Projects") are made up of over 1,000 individual "Assets" that individually identified with tamper-proof asset tags, and in some cases photographed, in the course of documenting our current and former Reserve Studies.

The Bear Valley Springs Association has no current or outstanding loans at this time.

##### **Reserve Funding Plan (Summary)**

##### **Executive Summary of the Reserve Study Plan – Civil Code §5570**

The plan has been adopted by the BVSA Board of Directors for the 2021-2022 fiscal year. "The complete Reserve Study Plan is also available at the Association Office and copies will be provided to homeowners upon request, at no charge". "Documentation as to whether the BVSA Board has determined to defer or not undertake repairs or replacement of any major component with a remaining life of 30 years or less, including a justification for the deferral or decision not to undertake the repairs or replacement is also available".

#### **ANNUAL DISCLOSURES - 2021**

##### **Disclosure Documents Index**

The association shall, at the request of any member, distribute to the member, in the manner described in The Davis-Stirling Common Interest Development Act Disclosure Document Index.

##### **Notice of Assessment Increases - Civil Code §5615**

Notice of an assessment increase or special assessment must be provided by first-class mail to members not less than thirty (30) nor more than sixty (60) days before the increase or assessment is due. This is a reprint of what you will be receiving by First Class mail as your Assessment Statement.

##### **BVSA 2021-2022 Budget and Assessment Summary**

This is provided by the BVSA Board of Directors as a summary Net Costs, General Assessment and Special Assessment per member.

##### **BVSA/BVCSD Park and Recreation Fund-2021**

For the 2021-2022 Annual Assessment BVSA is projecting the amenity assessment to be offset by \$150,000, and is in the budget line item; lake fill water expenses.

#### **Official Communications for the Association - Civil Code §5310**

Any official communication for Association Business should be sent to the following designated agent:

***Wesley Shryock – General Manager Bear Valley Springs Association  
29541 Rolling Oak Drive, Tehachapi, CA 93561  
661-827-5537 Extension 219, Fax Number: 661-821-2039***

#### **Membership lists - Civil Code §5210, §5200 (a)(9)**

The Association has available a membership list including the name, property address and mailing address through written request. Written request are submitted to the Association for proper purpose requirements.

A member of the Association may opt-out of sharing his or her name, property address, and mailing address for these listings by notifying the Association in writing that he or she prefers to be contacted via a reasonably alternative method. This opt-out shall remain in effect until changed by the member.

***Please detach completed form and send to:  
Bear Valley Springs Association  
29541 Rolling Oak Drive, Tehachapi, CA 93561***

#### **Monetary Penalties Schedule - Civil Code §5850**

Associations which impose fines on members for violating governing documents or Association rules must distribute a schedule of the monetary penalties.

#### **Assessment Collection Policy**

##### **Lien and Collection Policy Civil Code - §5730, §5310**

2020-2021 STATEMENT OF POLICIES AND PRACTICES FOR COLLECTION OF DELINQUENT ASSESSMENT AND ENFORCEMENT OF LIENS – EXHIBIT A TO COLLECTION POLICY. Members must receive a description of the policies and practices which the Association will apply to enforce payment of assessments within the “60-day window” unless the Association’s governing documents require a narrower window. The failure to adopt and distribute this assessment collection policy may affect an Association’s ability to collect delinquent assessments.

#### **Notice of Assessments, Foreclosures and Payment Plans - Civil Code §5730, §4040(b)**

The Association must distribute the notice specified in Civil Code §5730, §4040(b) pertaining to assessments, the Association’s rights of foreclosure, payments of assessments and meetings and payment plans concerning delinquent assessments.

#### **Secondary Address Notification Request Civil Code §5650(a), §5660**

Owners have a right to submit secondary addresses to the Association, at the time the Association issues the pro forma operating budget. Upon receipt of a written request by the Owner identifying a secondary address for purposes of collection notices, the Association shall send additional copies of any notices to the secondary address provided. 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 (via overnight delivery or United States mail return receipt). 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 the notices to the indicated secondary address from the point the Association receives the request.

***Please detach completed form and return to the Association as indicated above.***

#### **Board Minutes Access**

##### **Notice of Right to Minutes of Board Meetings - Civil Code §4900**

On an annual basis, the Association must notify members of their right to receive copies of the minutes from Board of Directors’ meetings (which does not include executive session meeting minutes). Members have the right to receive approved minutes, an unapproved draft, or a summary of the minutes within thirty (30) days of a board meeting upon member’s request and upon reimbursement of Association’s costs to distribute minutes. Members may obtain copies of the minutes of meetings of the Board by submitting a written request to the Association Office in Bear Valley Springs, 29541 Rolling Oak Drive, Tehachapi, CA 93561.

#### **Notice of Document Request Costs - Civil Code §5210**

The Association may bill the requesting member for the direct and actual cost of copying and mailing requested documents. The Association must inform the member of the amount of the copying and mailing costs, and the member must agree to pay those costs before the Association copies and sends the requested documents.

#### **Insurance Coverage Summary - Civil Code §5300 (a)-(b)**

The Association must distribute to the members a summary of its property, general liability, and earthquake, flood and fidelity insurance policies.

#### **Notice of Intention to Adopt or Change Rule - Civil Code §4360**

For certain kinds of operating rule changes set forth in Civil Code §4355, the Board must provide written notice of a proposed rule change to the members at least 30 days before making the rule change. The notice must include the text of the proposed rule change and a description of the purpose and effect of the proposed rule change. However, exceptions apply for emergencies. After 30 days, the Board must meet to actually adopt the rule change after consideration of any comments made by members.

#### **Arbitration/Mediation of C&Rs Disputes - Civil Code §5925**

Annually, the Association must distribute a summary of Civil Code §5925 to its members. Civil Code §5965 requires that Association annually provide members with a Summary of the **Alternative Dispute Resolution (ADR) policy**. Civil Code §5920 requires a description of the **Internal Dispute Resolution (IDR) process**. Resolution to adopt an Internal Dispute Resolution (IDR) Procedure is enclosed.

### **Architectural Changes Notice**

### **Architectural Guidelines and Procedures - Civil Code §4765**

An Association must annually provide its members with notice of any requirements for Association approval of physical changes to property. The notice must describe the types of changes that require Association approval and must include a copy of the procedure used to review and approve or disapprove a proposed change. We have included the Declaration of Covenants and Restrictions (C&R's) Section 6 and 7, Environmental Control Committee Rules (ECC) Article II – Section 200-205, Article V – Section 500-512.

### **BVSA Fee Schedule 2021-2022**

The Association annually provides to its members the updated BVSA Fee Schedule that applies to members and guests. This Fee Schedule is reviewed annually by the BVSA Finance Advisory Committee and approved by the BVSA Board of Directors.

### **Review of Financial Statement [Annual Report]- Civil Code §5305**

At the end of the fiscal year, a Certified Public Accountant (CPA) conducts an audit and prepares a written report of the financial condition of the association based in part on management representations. This annual financial statement of the association's assets and liabilities, including any litigation that could have an unfavorable outcome for an association (pursuant to FASB Statement No. 5, Accounting for Contingencies) and is done on an accrual basis using Generally Accepted Accounting Principles (GAAP) as required by Civil Code §5305. A copy of the audit of the financial statement shall be distributed to the member's within 120 days after the close of each fiscal year, as a Bear Tracks Supplemental edition.

### **Community Association Institute**

In accordance with the disclosure requirements of Business & Professions Codes Section 11500 – 11506, disclosure on an annual basis for Wesley Shryock.

<b>Description</b>	<b>Reference Code</b>	<b>Page</b>
Assessment and Reserve Funding Disclosure Summary (Form)	Civil Code Section: 5570	<b>11-12</b>
Pro Forma Operating Budget or Pro Forma Operating Budget Summary	Civil Code Section: 5300	<b>5-9</b>
Assessment Collection Policy	Civil Code Sections: 5730 & 5310	<b>27-33</b>
Notice/Assessments and Foreclosure (Form)	Civil Code Sections: 5730, 4040 (b)	<b>15-16</b>
Insurance Coverage Summary	Civil Code Sections: 5300 (a)-(b)	<b>26</b>
Board Minutes Access	Civil Code Section: 4900	<b>3</b>
Alternative Dispute Resolution (ADR) Rights (Summary)	Civil Code Section: 5925	<b>19</b>
Internal Dispute Resolution (IDR) Rights (Summary)	Civil Code Section: 5920	<b>18</b>
Architectural Changes Notice	Civil Code Section: 4765	<b>20-25</b>
Secondary Address Notification Request	Civil Code Sections: 5650(a), 5660	<b>17</b>
Monetary Penalties Schedule	Civil Code Section: 5850	<b>34</b>
Reserve Funding Plan (Summary) % Funded	Civil Code Section: 5570	<b>9</b>
Review of Financial Statement Budget Summary By Department	Civil Code Section: 5305	<b>10</b>
Annual Disclosure Summary	Civil Code Section: 5570	<b>2-4</b>
Notice of Proposed Rule Change	Civil Code 4360	<b>14</b>

### **DISCLOSURE DOCUMENTS INDEX**

### **Summary**

I hope this article has given you some additional understanding of the policies, procedures, laws and disclosures required to be completed and delivered to members by The Davis-Stirling Common Interest Development Act, California State Law and the BVSA Governing Documents.

### **DISCLOSURE DOCUMENTS INDEX**

	FY21-22 SEASON TOTALS		
	APR-JUN +JUL-OCT	NOV-MAR	JUL-JUN
	PEAK	OFF	TOTAL
REVENUE/INCOME			
30099 · Income -Taxable Sales	\$ 1,314,791.30	\$ 794,336.15	\$ 2,109,127.45
30110 · Food Sales	\$ 970,646.43	\$ 619,759.28	\$ 1,590,405.72
30111 · Dining Room Food Sales	\$ 970,646.43	\$ 619,759.28	\$ 1,590,405.72
30112 · Banquet Food Sales	\$ -	\$ -	\$ -
30113 · Saloon Food Sales	\$ -	\$ -	\$ -
30100.2 · Merchandise Sales/30114 Sn-Bar	\$ 53,423.66	\$ 13,615.25	\$ 67,038.91
30114 . Snack Bar Sales	\$ -	\$ -	\$ -
30101 · Liquor Sales - Taxable	\$ 89,217.57	\$ 52,890.29	\$ 142,107.86
30102 · Non Food - Taxable	\$ -	\$ -	\$ -
30103 · Beer Sales	\$ 75,856.55	\$ 36,808.76	\$ 112,665.31
30104 · Wine Sales	\$ 55,727.03	\$ 39,220.22	\$ 94,947.25
30105 Non Alcoholic Beverages	\$ 69,920.06	\$ 32,042.34	\$ 101,962.40
30199 · Income - Non Taxable Sales	\$ 5,655.00	\$ 355.00	\$ 6,010.00
30200 · Operating - Non Taxable	\$ -	\$ -	\$ -
30201 · Snack Sales - Non Taxable	\$ 5,235.00	\$ 355.00	\$ 5,590.00
30202 · Crafts, Etc	\$ -	\$ -	\$ -
30203 · Instructional Fees - Out	\$ -	\$ -	\$ -
30204 · Instructional Fees - In	\$ 31,109.00	\$ 8,506.00	\$ 39,615.00
30205 · Range Balls	\$ 11,194.00	\$ 3,344.00	\$ 14,538.00
30206 · Pull Car Rentals	\$ 320.00	\$ 155.00	\$ 475.00
30207 · Club/Racket Rentals	\$ 497.00	\$ 75.00	\$ 572.00
30208 · Club Repair	\$ -	\$ -	\$ -
30209 · Club Storage	\$ -	\$ -	\$ -
30210 · Private Cart Storage	\$ -	\$ 2,600.00	\$ 2,600.00
30211 · Cart Rentals	\$ 50,766.55	\$ 9,298.75	\$ 60,065.30
30212 · Guest Fees	\$ 21,764.00	\$ 1,431.00	\$ 23,195.00
30213 · Tournanment Entry Fees	\$ -	\$ -	\$ -
30214 · Bag & Club Cleaning	\$ -	\$ -	\$ -
30215 · Golf Cart Trail Fees	\$ -	\$ 25,000.00	\$ 25,000.00
30216 · Juke Box Revenue	\$ -	\$ -	\$ -
30217 · Green Fees	\$ 42,943.13	\$ 7,065.99	\$ 50,009.12
30218 · Ranges - Campground Fees	\$ 7,380.00	\$ 2,480.00	\$ 9,860.00
30219 · Equipment Rental Income	\$ -	\$ -	\$ -
30220 · Ground Maintenance	\$ 10,500.00	\$ 5,500.00	\$ 16,000.00
30226 · Show & Events Income	\$ 9,800.00	\$ 400.00	\$ 10,200.00
30230 · Administrative Fees	\$ 76,890.00	\$ 48,100.00	\$ 124,990.00
30231 · Amenity Card Fees	\$ 875.00	\$ 625.00	\$ 1,500.00
30235 · Collection Fees	\$ 200.00	\$ -	\$ 200.00
30300 · Fishing & Boat Permits	\$ 1,940.00	\$ 865.00	\$ 2,805.00
30303 · Arena & Ground Fees	\$ 3,800.00	\$ 180.00	\$ 3,980.00
30299 · Dog Tags	\$ 280.00	\$ 170.00	\$ 450.00
30305 · Horse Board	\$ 96,505.00	\$ 65,800.00	\$ 162,305.00
30306 · Shavings	\$ 3,500.00	\$ 2,500.00	\$ 6,000.00
30307 · Turn-Out Fees	\$ 3,870.00	\$ 2,230.00	\$ 6,100.00
30308 · Supplements - equesterian	\$ 1,185.00	\$ 870.00	\$ 2,055.00
30309 · Feed - equesterian	\$ -	\$ -	\$ -
30310 · Tack - equesterian	\$ -	\$ -	\$ -
30311 · Appealal - Equesterian	\$ -	\$ -	\$ -

	FY21-22 SEASON TOTALS		
	APR-JUN +JUL-OCT	NOV-MAR	JUL-JUN
	PEAK	OFF	TOTAL
30312 · barn equipment	\$ -	\$ -	\$ -
30400 · Rental Facilites	\$ 13,405.00	\$ 5,250.00	\$ 18,655.00
30495 · NSF Check Charges	\$ 400.00	\$ 100.00	\$ 500.00
30497 · Interest Income - Deferred	\$ 395.00	\$ 25.00	\$ 420.00
30499 · Dividend Income - Operating	\$ 175.00	\$ 55.00	\$ 230.00
30500 · Interest Income - Operating	\$ 7,070.00	\$ 5,050.00	\$ 12,120.00
30501 · Assmnt Int Serv Chg Penalty	\$ 83,750.00	\$ 10,150.00	\$ 93,900.00
30501.1 · Penalties	\$ 31,500.00	\$ 5,250.00	\$ 36,750.00
30501.2 · Interest	\$ -	\$ -	\$ -
30501.3 · Service Charge	\$ 52,250.00	\$ 4,900.00	\$ 57,150.00
30502 · Interest Income - House Charge	\$ -	\$ -	\$ -
30601 · ECC Filing Fees	\$ 9,800.00	\$ 5,600.00	\$ 15,400.00
30602 · ECC Fines	\$ 1,900.00	\$ 1,200.00	\$ 3,100.00
30603 · Inspection Fees	\$ 6,675.00	\$ 4,225.00	\$ 10,900.00
30604 · ECC - Engineering Fees	\$ 1,300.00	\$ 500.00	\$ 1,800.00
30700 · Bad Debt Recoveries	\$ -	\$ -	\$ -
30705 · Unclaimed Deposits	\$ 1,600.00	\$ 500.00	\$ 2,100.00
30800 · Sport League Fees	\$ 16,471.50	\$ 15,705.50	\$ 32,177.00
31000 · Gain/Loss Disposition of Assets	\$ -	\$ -	\$ -
31260 · Renters Deposit	\$ -	\$ -	\$ -
38000 · Other Revenue Clearing	\$ 1,000.00	\$ -	\$ 1,000.00
38001 · Gift Certificates Clearing	\$ -	\$ -	\$ -
38002 · Event Deposits Clearing	\$ -	\$ -	\$ -
38000 · Other Revenue Clearing - Other	\$ -	\$ -	\$ -
39950 · Capital Gain/Loss	\$ -	\$ -	\$ -
39999 · Uncategorized Income	\$ -	\$ -	\$ -
TOTAL	\$ 1,839,286.48	\$ 1,030,247.38	\$ 2,869,533.87
	APR-JUN +JUL-OCT	NOV-MAR	JUL-JUN
	PEAK	OFF	TOTAL
<b>COST OF GOODS</b>			
40100 · Purchases - Food & Other	\$ 357,002.01	\$ 225,505.18	\$ 582,507.20
40101 · Purchases - Liquor	\$ 19,499.47	\$ 11,407.87	\$ 30,907.34
40102 · Purchases - Non Food - MR	\$ -	\$ -	\$ -
40105 · Purchases - Snacks Non-Taxable	\$ 540.00	\$ 360.00	\$ 900.00
40106 · Purchases - Beer	\$ 25,830.54	\$ 12,686.19	\$ 38,516.72
40107 · Purchases - Wine	\$ 21,638.83	\$ 15,074.41	\$ 36,713.24
40108 · Purchases - Non-Alcoholic Bevg	\$ 27,242.69	\$ 11,684.09	\$ 38,926.78
TOTAL	\$ 451,753.54	\$ 276,717.75	\$ 728,471.29
COGS	34.2%	34.8%	34.4%
	APR-JUN +JUL-OCT	NOV-MAR	JUL-JUN
	PEAK	OFF	TOTAL
<b>EMPLOYEE EXPENSES</b>			
50101 · Hourly Wages	\$ 1,549,200.32	\$ 1,009,589.25	\$ 2,558,789.57
50102 · Salaried Wages	\$ 484,068.79	\$ 345,672.00	\$ 829,740.79
50200 · Payroll Taxes TOTAL	\$ 186,218.15	\$ 162,574.20	\$ 348,792.35
50201 · Social Security	\$ 136,021.05	\$ 91,402.93	\$ 227,423.98



	FY21-22 SEASON TOTALS		
	APR-JUN +JUL-OCT	NOV-MAR	JUL-JUN
	PEAK	OFF	TOTAL
50202 · Medicare	\$ 31,811.37	\$ 21,376.49	\$ 53,187.87
50203 · FUI	\$ 2,576.23	\$ 27,084.06	\$ 29,660.29
50204 · CA SUI	\$ 15,809.50	\$ 22,710.72	\$ 38,520.22
50205 · CA ETT	\$ -	\$ -	\$ -
50300 · Workers Compensation	\$ 119,358.88	\$ 77,038.16	\$ 196,397.03
50350 · Group Health Insurance	\$ 185,664.61	\$ 132,617.58	\$ 318,282.19
50400 · Retirement Contributions	\$ 23,588.00	\$ 16,436.00	\$ 40,024.00
50410 · Vacations Benefits	\$ 79,518.28	\$ 57,984.24	\$ 137,502.53
50420 · Employee Meals	\$ 14,608.31	\$ 10,579.13	\$ 25,187.43
50110 · Employee incentive Programs	\$ 20,500.00	\$ 35,000.00	\$ 55,500.00
TOTAL	\$ 2,662,725.34	\$ 1,847,490.55	\$ 4,510,215.89
TOTAL WAGES	\$ 2,033,269.11	\$ 1,355,261.25	\$ 3,388,530.36
Percent of revenue	144.8%	179.3%	157.2%
	APR-JUN +JUL-OCT	NOV-MAR	JUL-JUN
	PEAK	OFF	TOTAL
<b>DISCRETIONARY EXPENSES</b>			
50510 · First Aid	\$ 1,967.00	\$ 650.00	\$ 2,617.00
50600 · Contract Labor	\$ -	\$ -	\$ -
50630 · Wine Incentives	\$ -	\$ -	\$ -
50650 · Capitalized Labor	\$ -	\$ -	\$ -
51100 · Mileage & Vehicle Expense	\$ 27,964.00	\$ 22,560.00	\$ 50,524.00
52300 · Office Supplies	\$ 11,780.00	\$ 6,821.00	\$ 18,601.00
52311 · Parts & Supplies	\$ -	\$ -	\$ -
52400 · Minor Equipment & Tools	\$ 25,179.15	\$ 12,581.15	\$ 37,760.30
52501 · Conference, Seminars & Training	\$ 12,428.00	\$ 4,820.00	\$ 17,248.00
52800 · Director's Fees	\$ -	\$ -	\$ -
52801 · Committee Fees	\$ 1,650.00	\$ 1,000.00	\$ 2,650.00
52900 · Community Relations	\$ 10,295.00	\$ 3,155.00	\$ 13,450.00
52910 · Employee Relations	\$ 23,671.73	\$ 16,674.47	\$ 40,346.20
53301 · Travel	\$ 2,350.00	\$ 4,660.00	\$ 7,010.00
53303 · Entertainment	\$ 13,600.00	\$ 9,800.00	\$ 23,400.00
53304 · Bands	\$ -	\$ -	\$ -
53600 · Advertising & Promotion	\$ 1,100.00	\$ 750.00	\$ 1,850.00
53800 · Newsletter	\$ 13,500.00	\$ 5,800.00	\$ 19,300.00
54000 · Equipment Rental	\$ 16,865.12	\$ 12,180.80	\$ 29,045.92
54600 · Outside Services	\$ 82,154.62	\$ 39,826.89	\$ 121,981.51
54700 · Misc Expense	\$ -	\$ -	\$ -
54800 · Equipment Repair & Maintenance	\$ 13,578.00	\$ 7,670.00	\$ 21,248.00
55001 · Chemicals	\$ 44,489.75	\$ 15,299.25	\$ 59,789.00
55002 · Fertilizer	\$ -	\$ -	\$ -
55003 · Sand & Gravel	\$ 4,600.00	\$ 1,600.00	\$ 6,200.00
55004 · Flowers, Shrubs & Trees	\$ -	\$ -	\$ -
55005 · Irrigation Supplies	\$ -	\$ -	\$ -
55006 · Grass, Seeds & Sod	\$ -	\$ -	\$ -
55200 · Maint Materials & Supplies	\$ 32,957.00	\$ 24,625.00	\$ 57,582.00
55201 · Horse Trail Maintenance	\$ 1,400.00	\$ 1,000.00	\$ 2,400.00
55300 · Janitorial Supplies	\$ 16,410.00	\$ 11,515.00	\$ 27,925.00
55700 · Pool Supplies	\$ 100.00	\$ -	\$ 100.00
55900 · Non-Consummable Supplies	\$ 61,406.50	\$ 32,219.50	\$ 93,626.00

	FY21-22 SEASON TOTALS		
	APR-JUN +JUL-OCT	NOV-MAR	JUL-JUN
	PEAK	OFF	TOTAL
56000 · Cleaning Supplies	\$ 1,890.00	\$ 1,350.00	\$ 3,240.00
56100 · Construction Materials	\$ 4,900.00	\$ 3,500.00	\$ 8,400.00
56200 · Decorations	\$ 800.00	\$ 1,245.00	\$ 2,045.00
56300 · Glass/China/Silver Replacement	\$ 4,650.00	\$ 2,500.00	\$ 7,150.00
56400 · Linens, Uniforms & Mats	\$ 35,765.00	\$ 23,045.00	\$ 58,810.00
57000 · Consulting Fees	\$ -	\$ -	\$ -
57001 · Feed & Supplements	\$ 36,800.00	\$ 9,200.00	\$ 46,000.00
57100 · Veterinarian Fees & Supplies	\$ -	\$ -	\$ -
57201 · Horseshoeing	\$ -	\$ -	\$ -
57250 · Software Supplies & Services	\$ -	\$ -	\$ -
57300 · Software & Upgrades	\$ 10,325.00	\$ 5,250.00	\$ 15,575.00
57301 · Leather Goods & Tack	\$ -	\$ -	\$ -
57400 · Stable Bedding	\$ 4,088.00	\$ 2,920.00	\$ 7,008.00
57500 · Discounts Earned	\$ -	\$ -	\$ -
57600 · Shows & Events	\$ 9,750.00	\$ -	\$ 9,750.00
57800 · Refreshments	\$ -	\$ -	\$ -
57802 · Snack Purchases	\$ -	\$ -	\$ -
57900 · Playdays Expense	\$ -	\$ -	\$ -
58000 · Rent String Horses	\$ -	\$ -	\$ -
58200 · Craft Supplies	\$ -	\$ -	\$ -
58300 · Recreational Supplies	\$ 2,250.00	\$ 1,000.00	\$ 3,250.00
58301 · Sports League Supplies	\$ 17,330.00	\$ 12,235.00	\$ 29,565.00
58302 · Event Expenses	\$ 2,564.00	\$ 795.00	\$ 3,359.00
58303 · Carnival Expense	\$ -	\$ -	\$ -
58306 · Tournament Expense	\$ 340.00	\$ -	\$ 340.00
58400 · Restock Lake	\$ 3,000.00	\$ 3,000.00	\$ 6,000.00
58501 · Lakes Maintenance	\$ -	\$ -	\$ -
58800 · Cash Over/Short	\$ -	\$ -	\$ -
59600 · Theft Loss	\$ -	\$ -	\$ -
TOTAL	\$ 553,897.87	\$ 301,248.06	\$ 855,145.93
Percent of Revenue			
	30.1%	29.2%	29.8%
<b>NON-DISCRETIONARY EXPENSES</b>	APR-JUN +JUL-OCT	NOV-MAR	JUL-JUN
	PEAK	OFF	TOTAL
50511 · Medical Costs & Damages	\$ -	\$ -	\$ -
50512 · Drug Testing	\$ 6,825.00	\$ 3,045.00	\$ 9,870.00
50700 · Interest Expense	\$ -	\$ -	\$ -
50800 · Special Election	\$ -	\$ -	\$ -
50900 · Elections	\$ 14,500.00	\$ 5,500.00	\$ 20,000.00
51400 · Vehicle Allowances	\$ 7,943.81	\$ 5,674.15	\$ 13,617.96
51800 · Electricity	\$ 96,526.10	\$ 48,451.70	\$ 144,977.80
51900 · Natural Propane & Gas	\$ 39,686.10	\$ 58,213.20	\$ 97,899.30
52000 · Water - Potable	\$ 67,548.50	\$ 22,899.50	\$ 90,448.00
52001 · Sewer Fees	\$ 32,198.18	\$ 15,009.97	\$ 47,208.15
52002 · Water - Effluent	\$ 25,000.00	\$ 10,000.00	\$ 35,000.00
52003 · Water - Non-Potable	\$ 113,100.00	\$ 73,950.00	\$ 187,050.00
52100 · Trash	\$ 33,331.06	\$ 23,807.90	\$ 57,138.96
52200 · Telephone	\$ 23,908.25	\$ 16,628.75	\$ 40,537.00



	FY21-22 SEASON TOTALS		
	APR-JUN +JUL-OCT	NOV-MAR	JUL-JUN
	PEAK	OFF	TOTAL
52500 · Licenses, Fees & Subs	\$ 45,437.70	\$ 33,122.65	\$ 78,560.35
52600 · Postage & Shipping	\$ 6,237.00	\$ 3,255.00	\$ 9,492.00
52901 · Disaster Planning	\$ 300.00	\$ 550.00	\$ 850.00
52950 · Medical Costs/Damages	\$ -	\$ -	\$ -
53000 · Legal Fees	\$ 15,350.00	\$ 13,650.00	\$ 29,000.00
53001 · Golf Course Management Fees	\$ 348,500.00	\$ 249,500.00	\$ 598,000.00
53004 · Foreclosure Expenses	\$ -	\$ -	\$ -
53005 · Foreclosure Interest	\$ -	\$ -	\$ -
53010 · Legal Settlements	\$ 10,000.00	\$ -	\$ 10,000.00
53100 · Audit Services	\$ 16,500.00	\$ -	\$ 16,500.00
53298 · Insurance - Equine	\$ -	\$ -	\$ -
53299 · Insurance - CSD Policy	\$ -	\$ -	\$ -
53300 · Insurance-Liability/Umbrella	\$ 169,458.41	\$ 121,041.70	\$ 290,500.11
53302 · Spoilage	\$ 4,010.00	\$ 3,520.00	\$ 7,530.00
53400 · Property Taxes - Possessory	\$ 11,900.00	\$ 8,500.00	\$ 20,400.00
53410 · Property Taxes - Unsecured	\$ 23,800.00	\$ 17,000.00	\$ 40,800.00
53420 · Property Taxes - Lease Equip	\$ 84.00	\$ 60.00	\$ 144.00
53421 · Fed & CA Filing Fees	\$ -	\$ 1,100.00	\$ 1,100.00
53700 · Collection Expense	\$ 805.00	\$ 575.00	\$ 1,380.00
53900 · Tax Penalties	\$ -	\$ -	\$ -
54610 · 401K Plan Administration Fees	\$ 1,125.00	\$ 1,125.00	\$ 2,250.00
54710 · Payroll Services	\$ 11,900.00	\$ 9,500.00	\$ 21,400.00
55600 · Uniform Allowance	\$ 2,944.00	\$ 1,862.00	\$ 4,806.00
56800 · Bank Fees & Credit Card Charges	\$ 2,436.50	\$ 1,472.50	\$ 3,909.00
56900 · Recruiting & Relocation	\$ -	\$ -	\$ -
57200 · Equipment Maintenance Agreement	\$ 6,955.78	\$ 5,532.70	\$ 12,488.48
57701 · Background Investigations	\$ 454.00	\$ 322.00	\$ 776.00
58805 · Sales Tax Expenses	\$ -	\$ -	\$ -
59000 · Irrigation Lease	\$ -	\$ -	\$ -
59100 · Membership Cards	\$ -	\$ -	\$ -
59500 · Credit Card Commission	\$ 28,741.11	\$ 16,317.50	\$ 45,058.61
TOTAL	\$ 1,167,505.50	\$ 771,186.22	\$ 1,938,691.72
Percent of Revenue	63.5%	74.9%	67.6%
REVENUE/INCOME	\$ 1,839,286.48	\$ 1,030,247.38	\$ 2,869,533.87
COST OF GOODS	\$ 451,753.54	\$ 276,717.75	\$ 728,471.29
EMPLOYEE EXPENSES	\$ 2,662,725.34	\$ 1,847,490.55	\$ 4,510,215.89
TOTAL DISCRETIONARY	\$ 553,897.87	\$ 301,248.06	\$ 855,145.93
TOTAL NON-DISCRETIONARY	\$ 1,167,505.50	\$ 771,186.22	\$ 1,938,691.72
TOTAL BAD DEBT	\$ 45,500.00	\$ 32,500.00	\$ 78,000.00
SUBSIDY/NET INCOME/NET COSTS	\$ (3,042,095.76)	\$ (2,198,895.19)	\$ (5,240,990.95)
Percent of Revenue	-165.4%	-213.4%	-182.6%

# 30-Year Reserve Plan Summary

9776-0  
Full

Fiscal Year Start: 2020					Interest: 1.00 %		Inflation: 3.00 %			
Reserve Fund Strength Calculations: (All values of Fiscal Year Start Date)					Projected Reserve Balance Changes					
					% Increase					
	Starting	Fully		Special	In Annual		Loan or			
Year	Reserve	Funded	Percent	Assmt	Reserve	Reserve	Special	Interest	Reserve	
	Balance	Balance	Funded	Risk	Contribs.	Contribs.	Assmts	Income	Expenses	
2020	\$3,995,050	\$7,438,182	53.7 %	Medium	0.00 %	\$976,224	\$0	\$39,475	\$1,107,400	
2021	\$3,903,350	\$7,285,258	53.6 %	Medium	3.00 %	\$1,005,511	\$0	\$42,593	\$332,587	
2022	\$4,618,867	\$7,948,739	58.1 %	Medium	3.00 %	\$1,035,676	\$0	\$45,898	\$1,135,879	
2023	\$4,564,561	\$7,828,359	58.3 %	Medium	3.00 %	\$1,066,747	\$0	\$48,050	\$629,875	
2024	\$5,049,483	\$8,249,885	61.2 %	Medium	3.00 %	\$1,098,749	\$0	\$52,363	\$773,044	
2025	\$5,427,550	\$8,561,656	63.4 %	Medium	3.00 %	\$1,131,711	\$0	\$55,757	\$886,497	
2026	\$5,728,521	\$8,791,739	65.2 %	Medium	3.00 %	\$1,165,663	\$0	\$60,078	\$662,162	
2027	\$6,292,100	\$9,286,380	67.8 %	Medium	3.00 %	\$1,200,633	\$0	\$59,923	\$1,855,037	
2028	\$5,697,618	\$8,594,585	66.3 %	Medium	3.00 %	\$1,236,652	\$0	\$54,951	\$1,691,930	
2029	\$5,297,291	\$8,078,247	65.6 %	Medium	3.00 %	\$1,273,751	\$0	\$51,901	\$1,535,653	
2030	\$5,087,290	\$7,736,439	65.8 %	Medium	3.00 %	\$1,311,964	\$0	\$43,817	\$2,763,159	
2031	\$3,679,912	\$6,149,972	59.8 %	Medium	3.00 %	\$1,351,323	\$0	\$40,806	\$587,330	
2032	\$4,484,710	\$6,787,839	66.1 %	Medium	3.00 %	\$1,391,862	\$0	\$47,166	\$971,278	
2033	\$4,952,460	\$7,081,126	69.9 %	Medium	3.00 %	\$1,433,618	\$0	\$51,219	\$1,141,609	
2034	\$5,295,688	\$7,240,473	73.1 %	Low	3.00 %	\$1,476,627	\$0	\$56,605	\$798,723	
2035	\$6,030,197	\$7,791,456	77.4 %	Low	3.00 %	\$1,520,925	\$0	\$59,643	\$1,707,205	
2036	\$5,903,561	\$7,457,926	79.2 %	Low	3.00 %	\$1,566,553	\$0	\$64,010	\$630,329	
2037	\$6,903,795	\$8,259,306	83.6 %	Low	3.00 %	\$1,613,550	\$0	\$74,552	\$578,951	
2038	\$8,012,946	\$9,174,454	87.3 %	Low	3.00 %	\$1,661,956	\$0	\$85,516	\$662,800	
2039	\$9,097,619	\$10,068,602	90.4 %	Low	3.00 %	\$1,711,815	\$0	\$96,547	\$685,936	
2040	\$10,220,045	\$11,004,792	92.9 %	Low	3.00 %	\$1,763,169	\$0	\$106,003	\$1,099,642	
2041	\$10,989,575	\$11,583,171	94.9 %	Low	2.00 %	\$1,798,433	\$0	\$114,388	\$1,004,652	
2042	\$11,897,744	\$12,318,166	96.6 %	Low	2.00 %	\$1,834,402	\$0	\$124,310	\$881,628	
2043	\$12,974,828	\$13,244,595	98.0 %	Low	2.00 %	\$1,871,090	\$0	\$136,229	\$699,587	
2044	\$14,282,559	\$14,430,268	99.0 %	Low	2.00 %	\$1,908,511	\$0	\$150,220	\$567,150	
2045	\$15,774,141	\$15,833,188	99.6 %	Low	2.00 %	\$1,946,682	\$0	\$161,973	\$1,248,499	
2046	\$16,634,297	\$16,623,032	100.1 %	Low	2.00 %	\$1,985,615	\$0	\$169,828	\$1,443,946	
2047	\$17,345,795	\$17,283,285	100.4 %	Low	2.00 %	\$2,025,327	\$0	\$166,029	\$3,662,961	
2048	\$15,874,190	\$15,727,225	100.9 %	Low	2.00 %	\$2,065,834	\$0	\$152,760	\$3,402,000	
2049	\$14,690,785	\$14,444,221	101.7 %	Low	2.00 %	\$2,107,151	\$0	\$150,083	\$1,609,534	

**BEAR VALLEY SPRINGS ASSOCIATION**  
**2021-2022 Operating Budget**  
**Breakdown by Department/Amenity**

Dept. #	Department/Amenity	Division	Revenue	Cost of Sales	Gross Profit	Employee Expenses	Operating Expenses	Total Expenses	Operating Income	%
10	Administration	Administration	\$ 223,310	\$ -	\$ 223,310	\$ 819,222	\$ 331,261	\$ 1,228,483	\$ (1,005,173)	19.2%
11	Facilities	Facilities	\$ -	\$ -	\$ -	\$ 400,816	\$ 167,412	\$ 568,228	\$ (568,228)	10.8%
12	OTCC Administration	Food and Beverage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
13	Environmental Control Committee	Administration	\$ 45,300	\$ -	\$ 45,300	\$ 173,211	\$ 45,373	\$ 218,584	\$ (173,284)	3.3%
15	Mulligan Room	Food and Beverage	\$ 1,012,151	\$ 328,973	\$ 683,178	\$ 736,445	\$ 206,570	\$ 943,015	\$ (259,837)	5.0%
16	Golf Shop	Recreation	\$ 195,029	\$ 31,567	\$ 163,462	\$ 221,242	\$ 75,880	\$ 297,122	\$ (133,660)	2.5%
17	Lakes, Campgrounds, Ranges	Recreation	\$ 16,760	\$ -	\$ 16,760	\$ 153,828	\$ 282,626	\$ 436,454	\$ (419,694)	8.0%
18	Equestrian Center	Recreation	\$ 184,995	\$ -	\$ 184,995	\$ 270,076	\$ 150,923	\$ 420,999	\$ (236,004)	4.5%
19	Whiting Center	Recreation	\$ 53,707	\$ 1,500	\$ 52,207	\$ 369,592	\$ 153,840	\$ 523,432	\$ (471,225)	9.0%
20	Golf Maintenance	Recreation	\$ -	\$ -	\$ -	\$ -	\$ 755,303	\$ 755,303	\$ (755,303)	14.4%
21	Pool	Recreation	\$ 52,710	\$ 625	\$ 52,085	\$ 182,928	\$ 85,777	\$ 268,705	\$ (216,620)	4.1%
23	OTCC Bar - Oak Branch Saloon	Food and Beverage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
24	OTCC - The Oaks Restaurant	Food and Beverage	\$ 1,067,822	\$ 365,406	\$ 702,416	\$ 872,262	\$ 337,696	\$ 1,209,958	\$ (507,542)	9.7%
26	Janitorial	Facilities	\$ -	\$ -	\$ -	\$ 245,760	\$ 46,943	\$ 292,703	\$ (292,703)	5.6%
28	Tennis	Recreation	\$ 1,750	\$ 400	\$ 1,350	\$ 65,737	\$ 8,474	\$ 74,211	\$ (72,861)	1.4%
30	Grounds	Facilities	\$ 16,000	\$ -	\$ 16,000	\$ -	\$ 145,762	\$ 145,762	\$ (129,762)	2.5%
FY 21-22 BUDGET TOTALS			\$ 2,869,534	\$ 728,471	\$ 2,141,063	\$ 4,511,119	\$ 2,793,840	\$ 7,383,099	\$ (5,241,897)	100.0%
FY 20-21 BUDGET TOTALS			\$ 2,790,089	\$ 788,889	\$ 2,001,200	\$ 4,521,790	\$ 2,596,660	\$ 7,196,590	\$ (5,195,250)	
FY 19-20 BUDGET TOTALS			\$ 2,706,277	\$ 766,884	\$ 1,939,393	\$ 4,311,401	\$ 2,503,588	\$ 6,892,986	\$ (4,953,454)	
FY 18-19 BUDGET TOTALS			\$ 2,651,670	\$ 747,566	\$ 1,904,104	\$ 4,091,878	\$ 2,410,867	\$ 6,502,743	\$ (4,653,604)	
FY 17-18 BUDGET TOTALS			\$ 2,592,574	\$ 744,774	\$ 1,847,800	\$ 4,121,533	\$ 2,429,769	\$ 6,544,266	\$ (4,703,503)	
FY 16-17 BUDGET TOTALS			\$ 2,427,469	\$ 694,869	\$ 1,732,600	\$ 3,719,302	\$ 2,366,001	\$ 6,085,301	\$ (4,352,701)	
FY 15-16 BUDGET TOTALS			\$ 2,395,486	\$ 737,460	\$ 1,658,026	\$ 3,508,219	\$ 2,387,902	\$ 5,896,122	\$ (4,238,096)	
FY 14-15 BUDGET TOTALS			\$ 2,350,393	\$ 740,161	\$ 1,610,232	\$ 3,391,108	\$ 2,368,336	\$ 5,759,444	\$ (4,149,212)	
FY 13-14 BUDGET TOTALS			\$ 2,312,426	\$ 724,944	\$ 1,587,482	\$ 3,356,279	\$ 2,319,977	\$ 5,676,256	\$ (4,088,774)	
FY 12-13 ACTUAL TOTALS			\$ 2,317,426	\$ 794,010	\$ 1,523,416	\$ 3,178,140	\$ 2,510,029	\$ 5,688,169	\$ (4,164,753)	
FY 11-12 ACTUAL TOTALS			\$ 2,273,571	\$ 780,306	\$ 1,493,265	\$ 3,144,522	\$ 2,275,260	\$ 5,419,782	\$ (3,926,517)	
FY 10-11 ACTUAL TOTALS			\$ 2,030,835	\$ 714,245	\$ 1,316,589	\$ 2,971,317	\$ 2,127,582	\$ 5,098,899	\$ (3,782,310)	
FY 09-10 ACTUAL TOTALS			\$ 1,883,596	\$ 577,602	\$ 1,305,994	\$ 2,788,117	\$ 2,489,489	\$ 5,277,606	\$ (3,971,612)	

**Assessment and Reserve Funding Disclosure Summary**  
**For the Fiscal Year Ending June 30, 2022**  
*(As illustrated by California Civil Code Section 5570)*

- (1) The regular assessment per ownership interest is **\$1,640.00** per year, of which approximately **\$289.60** per year is allocated to reserves.

*Note: If assessments vary by the size or type of ownership interest, the assessment applicable to this ownership interest may be found on the following page of the attached summary. **NOT APPLICABLE.***

- (2) Additional regular or special 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: **SEE ANSWER BELOW TO QUESTION #4 WHICH SUGGESTS THERE WILL BE INCREASES IN REGULAR ASSESSMENTS FOR RESERVE FUNDING.**

Date Assessment will be due:	Amount per ownership interest (one-time):	Purpose of the assessment:
<i>July 1, 2021</i>	<i>\$0.00</i>	<i>Not Applicable</i>

*Note: If assessments vary by the size or type of ownership interest, the assessment applicable to this ownership interest may be found on the following page of the attached summary. **NOT APPLICABLE.***

- (3) Based upon the most recent reserve study and other information available to the Board of Directors, will currently projected reserve account balances 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   X   No       

**Yes**, if the Association follows the recommended future reserve contribution increases as outlined in the reserve study and disclosed in the table of question (4) with consideration to the note below\*.

**No**, if the Association does not follow the recommended future reserve contribution increases as outlined in the reserve study and disclosed in the table of question (4) with consideration the note below\*.

*\*Note: The information contained within the reserve study includes estimates of replacement value and life expectancies of the components and includes assumptions regarding future events based on information provided by and supplied to the Association's Board of Directors and/or management. Some assumptions inevitably will not materialize and unanticipated events and circumstances may occur subsequent to the data of this disclosure summary. Therefore, the actual replacement cost and remaining life may vary from the reserve study and the variation may be significant. Additionally, inflation and other economic events may impact the reserve study; particularly over a thirty (30) year period of time which could impact the accuracy of the reserve study and the funds available to meet the Association's obligation for repair and/or replacement of major components during the next thirty (30) years. Furthermore, the occurrence of vandalism, severe weather conditions, earthquakes, floods or other acts of God cannot be accounted for and are excluded when assessing life expectancy of the components. The reserve study*

*only includes items that the Association has a clear and express responsibility to maintain pursuant to the Association's C&Rs.*

- (4) If the answer to (3) is No, what additional assessments or other contributions to reserves would be necessary to ensure that sufficient reserve funds will be available each year during the next thirty (30) years that have not been approved by the Board or the members?

Approximate date assessment(s) will be due:	Amount per ownership interest per month:
3.5% starting in 2020 for 17 years	(Current amount) X (the increases)

- (5) All major components are included in the reserve study and are included in its calculations.

- (6) **See below: 30-Year Reserve Funding Plan Table...**Based on the method of calculation in paragraph (4) of subdivision (b) of Section 5570 of the Civil Code, the estimated amount required in the reserve fund at the end of each of the next five budget years is \$(see "100% Funded" column below), and the projected reserve fund cash balance in each of those years, taking into account only assessments already approved and other known revenues, is \$(see "Percent Funded" column below) percent funding. If the reserve funding plan approved by the Association is implemented, the projected reserve fund cash balance in each of those years will be \$(see "Cash Flow Balance with Funding Plan" column below), leaving the reserve at (see

**Assessment and Reserve Funding Disclosure Summary**  
**For the Fiscal Year Ending June 30, 2022**  
*(As illustrated by California Civil Code Section 5570)*

***“Percent Funded” column below*** percent funding. Note: The financial representations set forth in this summary are based on the best estimates of the preparer at the time. The estimates are subject to change. At the time this summary was prepared, the assumed long-term before-tax interest rate earned on reserve funds was **1.00%** per year, and the assumed long-term inflation rate to be applied to major component repair and replacement costs was **3.00%** per year.

<b>2021-2022 Budget &amp; Assessment Summary</b>	
Operating Expenditures	<b>\$5,241,897</b>
Less Contingency	<b>\$45,000</b>
<b>NET COSTS</b>	<b>\$ 5,196,897</b>
<b>Less Bad Debt</b>	<b>\$ (78,000)</b>
<b>OPEX (Operating Expenditures)</b>	<b>\$ 5,118,897</b>
<b>Reserve Contribution</b>	<b>\$ 1,005,511</b>
<b>Reserve Interest</b>	<b>\$ 38,382</b>
<b>Operational Interest</b>	<b>\$ 22,664</b>
<b>Total OPEX: Reserve &amp; Contingency</b>	<b>\$ 6,063,362</b>
Less Estimated Anticipated Balance (AB):	<b>\$237,772</b>
Parks, and Recreational Fund	<b>\$130,000</b>
<b>Total General Assessment</b>	<b>\$ 5,695,590</b>
<b>Number of Members</b>	<b>3,582</b>
<b>Assumption of Non-Paying members (Bad Debt)</b>	<b>110</b>
<b>Number of Paying Members</b>	<b>3,472</b>
<b>General Assessment (Reserve &amp; Contingency divided by Paying Members):</b>	<b>\$ 1,640</b>
<b>One Time Special Assessment:</b>	<b>\$ -</b>
<b>Total 2021-22 Assessment per member</b>	<b>\$ 1,640</b>

<b>Executive Summary</b>				<b>9776-0</b>
#	Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
<b>Oak Tree Country Club</b>				
102	Asphalt Walkways - Replace	15	2	\$6,100
103	Concrete Walkways - Repair	30	16	\$67,750
110	Wood Deck - Replace	20	13	\$26,750
201	Asphalt - Reconstruction	30	0	\$633,500
202	Asphalt - Repair/Reseal	5	0	\$26,800
210	Stamped Concrete - Replace	50	25	\$4,000
303	Air Handler - Replace	25	8	\$57,500
303	Clubhouse HVACs - Replace	20	11	\$46,150
303	HVAC Package - Replace	20	3	\$12,000
303	Pool Building HVAC - Replace	20	12	\$5,500
310	Water Softener - Replace	15	10	\$5,750
320	Pole Lights - Replace	25	8	\$40,600
323	Tennis Light Fixtures - Replace	20	12	\$38,000
324	Exterior Light Fixtures - Replace	25	10	\$3,700
325	Interior Light Fixtures - Replace	20	10	\$9,500
326	Exit Light Fixtures - Replace	15	5	\$3,000
503	Wood/Metal Rails - Repair/Replace	30	3	\$25,350
504	Wood Split-Rail Fence - Replace	30	3	\$10,900
505	Wood Fence - Replace	25	15	\$4,400
509	Aluminum Pergola - Replace	10	7	\$8,000
601	Carpet (Offices/Halls) - Replace	6	2	\$25,850
601	Carpet (Restaurant/Bar) - Replace	6	4	\$18,450
603	Tile Floor (Kitchen) - Replace	30	10	\$40,200
603	Tile Floor (Lobby/Hall) - Replace	15	10	\$8,900
603	Tile Floor (Saloon) - Replace	15	4	\$4,750
604	Wood Floor (Saloon) - Replace	15	4	\$10,280
701	Ornate Doors - Replace	20	10	\$19,900
803	Tankless Water Heaters - Replace	15	7	\$6,200
803	Water Heater/Tank - Replace (A)	15	7	\$4,250
903	Banquet Furniture- Partial Replace	5	4	\$19,500
903	Dining Room Furniture - Replace	10	5	\$86,500
903	Main Clubhouse Furniture - Replace	10	5	\$15,950
903	Saloon Furniture- Replace	10	5	\$53,000
904	Counters/Cabinetry - Refurbish	5	4	\$1,700
905	Saloon Bar - Minor Remodel	5	2	\$5,500
906	Saloon Bar - Renovate	40	22	\$91,800
909	Clubhouse Bathrooms - Refurbish	8	4	\$17,500
909	Dining Bathrooms - Refurbish	8	4	\$4,750
909	Recreation Bathrooms - Refurbish	8	7	\$3,500
912	Computing Equipment - Replace	7	2	\$8,600
913	Reader Boards - Replace	8	5	\$4,500
913	Televisions - Replace	7	0	\$5,000
914	Fire Place - Replace	30	20	\$4,250


## Membership lists Civil Code Section 5220

The Association has available a membership list including the name, property address and mailing address through written request. Written request are submitted to the Association for proper purpose requirements.

A member of the Association may opt-out of sharing his or her name, property address, and mailing address for these listings by notifying the Association in writing that he or she prefers to be contacted via a reasonably alternative method. This opt-out shall remain in effect until changed by the member.

Please detach completed form and return to the Association as indicated.

**Detach Here**

		
Bear Valley Springs Association 29541 ROLLING OAK DRIVE, TEHACHAPI, CA 93561		
<b>MEMBERSHIP LIST OPT-OUT REQUEST</b>		
<b>APPLICANT INFORMATION</b>		
Name:		Tract/Lot:
Email Address:		Street Address:
<b>PROPERTY ADDRESS</b>		
Address:		Phone:
City:	State:	ZIP Code:
<b>SECONDARY MAILING ADDRESS</b>		
Address:		Phone:
City:	State:	ZIP Code:
<b>OPT-OUT FROM:</b>		
<input type="checkbox"/> Bear Tracks <input type="checkbox"/> Election Mailing		
Signature of property owner:		Date:
Received By:		Date:
<input type="checkbox"/> QB <input type="checkbox"/> IBS <input type="checkbox"/> DATA <input type="checkbox"/> AMENITY CARD		<input type="checkbox"/> OTHER
*****ORIGINAL COMPLETED FORM TO BE STORED IN THE PROPERTY OWNER HISTORY FILE*****		



**Notice of Proposed Rule Change**  
**Intention to Adopt or Change Rule**  
**Civil Code §4360**

(a) The board shall provide general notice pursuant to Section 4045 of a proposed rule change at least 28 days before making the rule change. The notice shall include the text of the proposed rule change and a description of the purpose and effect of the proposed rule change. Notice is not required under this subdivision if the board determines that an immediate rule change is necessary to address an imminent threat to public health or safety or imminent risk of substantial economic loss to the association.

(b) A decision on a proposed rule change shall be made at a board meeting, after consideration of any comments made by association members.

(c) As soon as possible after making a rule change, but not more than 15 days after making the rule change, the board shall deliver general notice pursuant to Section 4045 of the rule change. If the rule change was an emergency rule change made under subdivision (d), the notice shall include the text of the rule change, a description of the purpose and effect of the rule change, and the date that the rule change expires.

(d) If the board determines that an immediate rule change is required to address an imminent threat to public health or safety, or an imminent risk of substantial economic loss to the association, it may make an emergency rule change, and no notice is required, as specified in subdivision (a). An emergency rule change is effective for 120 days, unless the rule change provides for a shorter effective period. A rule change made under this subdivision may not be readopted under this subdivision.

(Civ. Code, § 4360.)

## 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)

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, the owner 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 received it. The association must inform owners of a mailing address for overnight payments. ([Section 5655](#) of the Civil Code)

An owner may, but is not obligated to, pay under protest any disputed charge or sum levied by the association, including, but not limited to, an assessment, fine, penalty, late fee, collection cost, or monetary penalty imposed as a disciplinary measure, and by so doing, specifically reserve the right to contest the disputed charge or sum in court or otherwise.

An owner may dispute an assessment debt by submitting a written request for dispute resolution to the association as set forth in Article 2 (commencing with [Section 5900](#)) of Chapter 10 of Part 5 of Division 4 of the Civil Code. In addition, an association may not initiate a foreclosure without participating in alternative dispute resolution with a neutral third party as set forth in Article 3 (commencing with [Section 5925](#)) of Chapter 10 of Part 5 of Division 4 of the Civil Code, if so requested by the owner. Binding arbitration shall not be available if the association intends to initiate a judicial foreclosure.

An owner is not liable for charges, interest, and costs of collection, if it is established that the assessment was paid properly on time. ([Section 5685](#) of the Civil Code)

## MEETINGS AND PAYMENT PLANS

An owner of a separate interest that is not a time-share interest may request the association to consider a payment plan to satisfy a delinquent assessment. The association must inform owners of the standards for payment plans, if any exists. ([Section 5665](#) of the Civil Code)

The board must meet with an owner who makes a proper written request for a meeting to discuss a payment plan when the owner has received a notice of a delinquent assessment. These payment plans must conform with the payment plan standards of the association, if they exist. ([Section 5665](#) of the Civil Code)



April 14, 2021

Wesley Shryock  
General Manager  
Bear Valley Springs Association  
29541 Rolling Oak Drive  
Tehachapi, CA 93561

Wesley Shryock,

In accordance with the disclosure requirements of Business & Professions Codes Section 11500 – 11506, I am providing the Board of Directors with the following information:

1. I have met the requirements of Section 11502 and qualify as a certified common interest development manager.
2. I received my Certified Manager of Community Association (CMCA) certification from the Community Associations Institute on June 27, 2017 and my certification is current and in good standing. Their address is: Community Associations Institute, Channel Islands Chapter, PO Box 3575 Ventura CA, 93006-3575.
3. I do not currently hold an active Real Estate License in the State of California.

The law states I must provide this disclosure on an annual basis and/or prior to entering into or renewing a contract with a community association.

Feel free to contact CAI at 805.658.1438 with any questions regarding my certifications, or you may search the website at [www.caionline.org](http://www.caionline.org).


Wesley Shryock MBA, CMCA  
General Manager  
Bear Valley Springs Association  
29541 Rolling Oak Drive  
Tehachapi, CA 93561  
661-821-5537 Ext. 212  
661-821-2039 Fax  
[Wesley@bvsa.org](mailto:Wesley@bvsa.org)  
[www.bvsa.org](http://www.bvsa.org)

## Secondary Address for Collection Notices Civil Code 4040(b)

Owners have a right to submit secondary addresses to the Association, at the time the Association issues the pro forma operating budget. Upon receipt of a written request by the Owner identifying a secondary address for purposes of collection notices, the Association shall send additional copies of any notices to the secondary address provided. 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 (via overnight delivery or United States mail return receipt). 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 the notices to the indicated secondary address from the point the Association receives the request.

Please detach completed form and return to the Association as indicated.

**Detach Here**

		
<b>Bear Valley Springs Association</b> 29541 Rolling Oak Drive, Tehachapi, CA 93561 <b>PROPERTY OWNER INFORMATION CHANGE REQUEST</b>		
<b>APPLICANT INFORMATION</b>		
Name:		Tract/Lot:
Email Address:		Street Address:
<b>PRIMARY CONTACT ADDRESS</b>		
Address:		Phone:
City:	State:	ZIP Code:
<b>SECONDARY MAILING ADDRESS <i>SIGNATURE REQUIRED</i></b>		
Address:		Phone:
City:	State:	ZIP Code:
<b>NOTES OR COMMENTS:</b>		
Signature of property owner:		Date:
Received By:		Date:
<input type="checkbox"/> QB <input type="checkbox"/> IBS <input type="checkbox"/> DATA <input type="checkbox"/> AMENITY CARD		<input type="checkbox"/> OTHER
****ORIGINAL COMPLETED FORM TO BE STORED IN THE PROPERTY OWNER HISTORY FILE****		

BVSA 410 (5/2014)

**BEAR VALLEY SPRINGS ASSOCIATION**

**RESOLUTION TO ADOPT AN  
INTERNAL DISPUTE RESOLUTION (IDR) PROCEDURE**

**Resolution No. 3.13/14**

**WHEREAS**, *Civil Code* §5915 (*Civil Code* §5900, et seq.), either the Association or a Homeowner who is involved in a dispute regarding the Governing Documents, the non-profit mutual benefit corporation law, and/or the Davis-Stirling Common Interest Development Act may invoke the following procedure, which supplements the pre-litigation procedures described above (it does not replace such procedures);

**WHEREAS**, the Civil Code changed from *Civil Code* §1363.810 through §1363.850 to *Civil Code* §5915 (*Civil Code* §5900, et seq.);

**NOW, THEREFORE, BE IT RESOLVED** that Bear Valley Springs Association adopts the IDR Process contained within *Civil Code* §5915 (*Civil Code* §5900, et seq.) deemed within the statute to be fair, reasonable and expeditious, as follows:

- (1) The party may request the other party to meet and confer in an effort to resolve the dispute. The request shall be in writing.
- (2) A member of an association may refuse a request to meet and confer. The association may not refuse a request to meet and confer.
- (3) The board shall designate a director to meet and confer.
- (4) The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute.
- (5) A resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the board designee on behalf of the association.
- (6) An agreement reached under this section binds the parties and is judicially enforceable if both of the following conditions are satisfied:
  - (i) The agreement is not in conflict with California law or the governing documents of the common interest development or association.
  - (ii) The agreement is either consistent with the authority granted by the board to its designee or the agreement is ratified by the board.
- (7) A member may not be charged a fee to participate in the process.



## CERTIFICATE OF SECRETARY

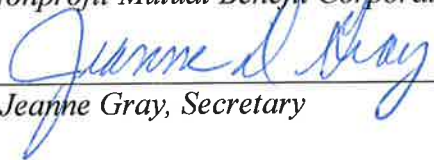
I certify that I am the duly qualified and acting secretary of Bear Valley Springs Association, a California nonprofit mutual benefit corporation. The foregoing is a true and correct copy of the Resolution duly adopted by the Board of Directors of the corporation at a meeting held on May 19, 2014, and entered in the minutes of such meeting in the Minute Book of the corporation. The Resolution is in conformity with the Corporations Code, the Articles of Incorporation and the Bylaws of the corporation and has never been modified or appealed and is, as of now, in full force and effect.

DATED: \_\_\_\_\_

5/21/14

BEAR VALLEY SPRINGS ASSOCIATION  
*A California Nonprofit Mutual Benefit Corporation*

BY: \_\_\_\_\_

  
*Jeanne Gray, Secretary*

*(Corporate Seal)*

## **SUMMARY OF CALIFORNIA STATUTES RELATING TO ALTERNATIVE DISPUTE RESOLUTION AND OF THE INTERNAL DISPUTE RESOLUTION PROCEDURES OF BEAR VALLEY SPRINGS ASSOCIATION**

### **SUMMARY OF CALIFORNIA CIVIL CODE SECTIONS 5925 THROUGH 5965**

PLEASE TAKE NOTICE: California Civil Code Sections 5925 through 5965 address your rights to sue the association or another member of the association regarding the enforcement of the governing documents, the non-profit mutual benefit corporation law, and/or the Davis-Stirling Common Interest Development Act. The following is a summary of the provisions of Civil Code Sections 5925 through 5965, as enacted effective January 1, 2014.

In general, Civil Code Sections 5925 through 5965 encourages parties to a dispute involving enforcement of an association's governing documents, the non-profit mutual benefit corporation law, and/or the Davis-Stirling Common Interest Development Act to submit the dispute to a form of alternative dispute resolution (ADR) such as mediation or arbitration prior to filing a lawsuit. The intent of the statute is to promote speedy and cost-effective resolution of such disputes, to better preserve community cohesiveness and to channel disputes away from our state's court system.

Under Civil Code Sections 5925 through 5965, the form of alternative dispute resolution may be binding or non-binding and the costs will be borne equally or as agreed to by the parties involved.

Any party to a dispute regarding enforcement of the governing documents, the non-profit mutual benefit corporation law, and/or the Davis-Stirling Common Interest Development Act may initiate the process of ADR by serving a Request for Resolution on another party to the dispute. A Request for Resolution must contain (1) a brief description of the nature of the dispute, (2) a request for ADR, and (3) a notice that the party receiving the Request for Resolution is required to respond within 30 days of receipt or the Request will be deemed rejected.

If the Request is accepted, the ADR must be completed within 90 days of the acceptance, unless otherwise agreed by the parties. Any Request for Resolution sent to the member of a separate interest must include a copy of Civil Code Chapter 7, Article 2 (Alternative Dispute Resolution), Sections 5925 et seq., in its entirety.

**FAILURE OF A MEMBER OF THE ASSOCIATION TO COMPLY WITH THE ALTERNATIVE DISPUTE RESOLUTION REQUIREMENTS OF SECTION 5930 OF THE CIVIL CODE MAY RESULT IN THE LOSS OF YOUR RIGHT TO SUE THE ASSOCIATION OR ANOTHER MEMBER OF THE ASSOCIATION REGARDING ENFORCEMENT OF THE GOVERNING DOCUMENTS OR THE APPLICABLE LAW.**

Should the association or an individual member wish to file a lawsuit for enforcement of the association's governing documents that is solely for declaratory, injunctive, or writ relief, or for that relief in conjunction with a claim for monetary damages not in excess of the jurisdictional limits of small claims court (as of January 1, 2012, ten thousand dollars (\$10,000) for individuals or five thousand dollars (\$5,000) for homeowner associations), the law requires the association or the individual to file a certificate with the court stating that one or more of the following conditions has been satisfied: (1) ADR has been completed in accordance with the statute; (2) one of the other parties to the dispute did not accept ADR; and/or (3) preliminary or injunctive relief is necessary. Failure to file this certificate can be grounds for dismissing the lawsuit. There are limited exceptions to the filing of this required certificate for small claims actions, or some assessment disputes.

Furthermore, in any enforcement action in which attorney's fees and costs may be awarded, under Civil Code 5960, the court may consider any party's refusal to participate in ADR prior to the lawsuit being filed when it determines the amount of the award.

## **Architectural Guidelines and Procedures**

### **DAVIS-STIRLING ACT Civil Code 4765**

a) This section applies if an association's governing documents require association approval before an owner of a separate interest may make a physical change to the owner's separate interest or to the common area. In reviewing and approving or disapproving a proposed change, the association shall satisfy the following requirements:

(1) The association shall provide a fair, reasonable, and expeditious procedure for making its decision. The procedure shall be included in the association's governing documents. The procedure shall provide for prompt deadlines. The procedure shall state the maximum time for response to an application or a request for reconsideration by the board of directors.

(2) A decision on a proposed change shall be made in good faith and may not be unreasonable, arbitrary, or capricious.

(3) Notwithstanding a contrary provision of the governing documents, a decision on a proposed change may not violate any governing provision of law, including, but not limited to, the Fair Employment and Housing Act (Part 2.8 (commencing with Section 12900) of Division 3 of Title 2 of the Government Code), or a building code or other applicable law governing land use or public safety.

(4) A decision on a proposed change shall be in writing. If a proposed change is disapproved, the written decision shall include both an explanation of why the proposed change is disapproved and a description of the procedure for reconsideration of the decision by the board of directors.

(5) If a proposed change is disapproved, the applicant is entitled to reconsideration by the board of directors of the association that made the decision, at an open meeting of the board. This paragraph does not require reconsideration of a decision that is made by the board of directors or a body that has the same membership as the board of directors, at a meeting that satisfies the requirements of article 2 (commencing with Section 4900) of chapter 6. Reconsideration by the board does not constitute dispute resolution within the meaning of Section 5905.

(b) Nothing in this section authorizes a physical change to the common area in a manner that is inconsistent with an association's governing documents, unless the change is required by law.

(c) An association shall annually provide its members with notice of any requirements for association approval of physical changes to property. The notice shall describe the types of changes that require association approval and shall include a copy of the procedure used to review and approve or disapprove a proposed change.

**PROPERTY TO WHICH COVENANTS AND RESTRICTIONS ARE APPLICABLE.** Each and every provision of these Covenants and Restrictions shall be applicable to all property within the subdivision maps covering said Tract 3417.

**7. LAND USE.** The following provisions shall apply to the use of all property subject to these Covenants and Restrictions.

c. Lots: Construction and Alteration of Improvements: Change in Topography; Approval of Plans.

The right of any Owner of a lot to construct, reconstruct, refinish, alter or maintain any improvement of his lot, or to install any utility line (wire or conduit) thereon, or to make any excavation, or to drill any water well, or to cut or remove any trees from his lot, or do any act which would affect the drainage thereof, shall be subject to all of the following:

(1) Any act mentioned in the previous Paragraph c. is absolutely prohibited unless and until the Owner of such lot first obtains the approval thereof from the Environmental Control Committee, and otherwise complies with all of the provisions of this Paragraph c. The Association may remove any improvement constructed, reconstructed, refinished, altered or maintained in violation hereof and the Owner shall reimburse the Association for all expenses incurred in connection herewith.

(2) Any Owner proposing to do any of the things mentioned above, shall apply to the Environmental Control Committee for approval as follows:

(a) The Owner shall submit to the Environmental Control Committee for approval such plans and specifications for the proposed work as the Environmental Control Committee shall request, including the following:

(aa) A plot plan of the lot showing (i) buildable space, (ii) contour lines, (iii) the location of all existing and/or proposed improvements, (iv) the proposed drainage plan, (v) the location of all trees and vegetation which the Owner proposes to remove, and (vi) the location of all proposed utility installations, (vii) the design and location of the septic tank and sewage facilities to serve said lot with a certification of a Registered Civil Engineer or other consultant approved by the Kern County Health Department.

(bb) Floor plans;

(cc) Drawings showing all elevations of structures;

(dd) Description of exterior materials and color, with samples;

(ee) Working drawings and construction specifications of all structures;

(ff) Description of provisions for replanting trees and vegetation and for stabilizing slopes during and after construction;

(gg) The Owner's proposed construction schedule.

The Environmental Control Committee may require that any such submission shall be accompanied by a reasonable inspection fee in an amount not to exceed \$100.00.

(b) If at any time the Environmental Control Committee shall determine that it would be in the best interests of the Development for such Owner to employ an architect or licensed building designer to design any improvement involved in the proposed work, the Environmental Control Committee shall inform such Owner in writing of its determination, whereupon all plans and specifications designated by the Environmental Control Committee to be so prepared must be prepared by such an architect or licensed building designer.

(c) The Environmental Control Committee shall approve the plans, drawings and specifications of any structure submitted to it only if the following conditions have been satisfied:

(aa) The Environmental Control Committee finds that the plans and specifications of the proposed structure, on the property, conforms to these Covenants and Restrictions; and

(bb) The Environmental Control Committee finds that the proposed structure is not aesthetically incompatible with the physical site, the adjoining properties, or the environment of the Development; and

(cc) The Environmental Control Committee is satisfied that the proposed septic tank or sewage facility will adequately serve said property without creating a health hazard or nuisance to those occupying or using surrounding properties;

(d) Any Application which has been neither approved or rejected within forty-five (45) days from the date of complete submission thereof to the Environmental Control Committee shall be deemed approved.

(3) Upon receipt of the approval from the Environmental Control Committee, the Owner shall, as soon as practicable, proceed with the commencement, and completion of the work contemplated by the application, pursuant to the approved plans and specifications. If the Owner shall fail to commence the work within one (1) year from the date of approval, the approval shall be deemed revoked unless upon the written request of the Owner made to the Environmental Control Committee prior to the expiration of said one (1) year period, and upon a finding, by the Environmental Control Committee, that there has been no change in circumstances, the time for such commencement is extended in writing by the Environmental Control Committee. In any event, the Owner shall complete the construction of the foundation and all exterior surfaces (including the structure on his lot) within six (6) months after commencing construction thereof, except and for so long as such completion is rendered impossible or would result in great hardship to the Owner due to strikes, fires, national emergencies or other courses beyond the control of Owner. If the Owner fails to comply with this paragraph, the Environmental Control Committee shall notify the Association of such failure, and the Association at its option, shall either complete the exterior of any structure in accordance with the approved plans or remove the structure, and the Owner shall reimburse the Association for all expenses incurred in connection therewith.

(4) Upon the completion of any work for which approval of the Environmental Control Committee is required under this section, the Owner shall give notice thereof to the Environmental Control Committee, and within sixty (60) days thereafter the Environmental Control Committee, or its duly authorized representative, may inspect such work to determine whether it was done in substantial compliance with approved application. If the Environmental Control Committee finds that such work was not done in substantial compliance with approved application, it shall notify the Owner of such non-compliance

within such sixty (60) day period and shall require the Owner to remedy such non-compliance. If upon the expiration of sixty (60) days from the date of such notification, the Owner shall have failed to remedy such non-compliance, the Environmental Control Committee shall notify the Association of such failure, and the Association, at its option, shall have the right to remedy the non-compliance, and the Owner shall reimburse the Association for all expenses incurred in connection therewith. If for any reason the Environmental Control Committee fails to notify the Owner of any non-compliance within sixty (60) days after receipt of said notice of completion thereof from the Owner, the work shall be deemed to be in accordance with said approved application.

**d. General Restrictions Applicable to Construction and Alteration of Improvements on Residential Lots.**

The following general restrictions are applicable to every residential lot:

(1) No more than one residence shall be constructed on any residential lot, except that a guest house or servants quarters meeting all requirements of the applicable laws of the County of Kern in effect from time to time, may be constructed on a residential lot upon obtaining approval of the Environmental Control Committee.

(2) Every residential dwelling (except a guest house or servants quarters) constructed on a residential lot shall contain a minimum of Eight Hundred Fifty (850) square feet of fully enclosed floor area to be devoted to living purposes (exclusive of roofed or unroofed porches, terraces, decks, garages, carports and other outbuildings). Said square footage limitation is not applicable to any guest house or servants quarters constructed on a residential lot.

(3) All improvements shall be constructed in accordance with applicable building line and setback provisions of applicable zoning ordinances.

(4) No structure or improvement on any residential lot shall be constructed, having a height of more than one story; provided, however, that the height of a structure or improvement may exceed one story if permissible by law and if the Environmental Control Committee determines that the proposed height is compatible with the physical site involved and adjoining properties.

(5) Each residential lot shall have off the road parking facilities for at least two automobiles.

(6) All above-ground trash, rubbish and garbage receptacles [sic], exterior incinerators, clotheslines and other outside drying or airing facilities, and storage areas, maintenance equipment shall be maintained in such a manner and in such location as not to be visible from neighboring lots, roads and/or common areas.

(7) On all residential lots, all fuel tanks or similar storage facilities shall either be constructed as an integral part of the main structure or shall be installed or constructed underground.

(8) No reflective finishes (other than glass) shall be used on exterior surfaces (other than surfaces of hardwood fixtures.)

(9) There shall be no exterior lighting of any sort either installed or maintained on a lot, the light sources of which is visible from neighboring property.



(10) No exterior antenna of any sort shall be installed or maintained on any residential lot except of a height, size and type approved by the Environmental Control Committee, provided, however, that this restriction shall not apply to any cable T.V. facility installed by Declarant.

(11) No outside toilet shall be constructed on any residential lot. All plumbing fixtures, dishwashers, toilets, or sewage disposal system shall be connected to a septic tank or other sewage system constructed by the Owner.

(12) No septic tank system or other sewer facility designed to serve a residential lot shall be constructed on any residential lot unless it has been designed by a Registered Civil Engineer and certified by such engineer or other consultant approved by the Kern County Health Department as being adequate to serve said lot, and unless it has been approved by the Health Department of the County of Kern and unless its design and location have been approved of by the Environmental Control Committee.

(13) No individual water well shall be drilled, constructed, maintained or used on any residential lot unless such well is owned, drilled, constructed and maintained by the District as part of the District Water System.

(14) No structure shall be occupied until the same has been substantially completed in accordance with its plans and specifications.

(15) All structures constructed on any residential lot shall be constructed with a substantial quantity of new materials and no used structure shall be relocated or placed on any such lot.

(16) No Owner of any residential lot, except Declarant, shall build or permit the building thereon, of any structure that is to be used as a model or exhibit unless a permit to do so has been granted by the Environmental Control Committee and then only subject to the limitations of such permit.

(17) All fences shall be in accordance with standards prescribed by the Environmental Control Committee.

(18) No residential lot shall be divided unless such lot is at least 20 acres or larger in size and after the division, all resultant lots are at least 10 acres in size and the Environmental Control Committee has approved of such division and such division is in accordance with all applicable laws of the County of Kern in effect from time to time.

e. General Restrictions Applicable to Construction and Alteration of Improvements on Condominium Lots. (Applicable Only to Tracts Having Condominium Lots.)

The following general restrictions are applicable to any condominium lot:

(1) No more than one apartment building shall be constructed on any such lot.

(2) Each apartment building shall contain not less than that numbers of square feet of fully enclosed floor area to be devoted to living purposes (exclusive of roofed or unroofed porches, terraces, decks, garages, carports and other outbuildings) shown with respect to each Condominium Lot on the schedule attached hereto as Exhibit A and incorporated by this reference; nor shall each apartment building contain more square feet of fully enclosed floor area (as so defined) than shown with respect to each Condominium Lot on said Exhibit A.

(3) Each Condominium Unit within each apartment building shall contain not less than Seven Hundred and Fifty (750) square feet of fully enclosed floor area to be devoted to living purposes (exclusive of roofed or unroofed porches, terraces, decks, garages, carports and other outbuildings).

(4) The height limitations of each apartment building shall be that shown with respect to each Condominium Lot on Exhibit A attached hereto.

(5) Each Lot shall have off the road parking facilities for at least one and one-half (1-1/2) automobiles for each Condominium Unit in the apartment building, to be constructed on said Lot.

(6) Each and every restriction set forth in paragraphs (3), (6), (7), (8), (9), (10), (11), (12), (13), (14), (15), (16) and (17) of subparagraph 7d. above with respect to residential lots shall be equally applicable to Condominium Lots and are incorporated herein by this reference.

## **Architectural Guidelines and Procedures**

### **ARTICLE II.**

#### **Rules Applicable to Construction and Alteration of Improvements on Residential Lots**

*[From C&Rs, Para. 7.c.]*

#### **SECTION 200. Construction and Alteration of Improvements: Change in Topography; Approval of Plans**

The right of an Owner of a lot to construct, reconstruct, refinish, alter or maintain any improvement on the Owner's lot, or to install any utility line, wire, pipe, conduit, cable, or other utility conveyance on the lot, or to do any grading or make any excavation, or to drill any water well, or to cut or remove any trees from the lot, or do any act which would affect the drainage of the lot, or to make any exterior changes to existing improvements or changes to the lot, other than landscaping, is subject to all of the following Rules: *[C&Rs, Para. 7.c(1)]*

##### **A. Construction or Alteration.**

Any act mentioned in the previous paragraph above is absolutely prohibited unless and until the Owner of such lot first obtains the written approval thereof from the ECC, and otherwise complies with all of the applicable provisions of these Rules and the C&Rs. The Association may remove any improvement constructed, reconstructed, refinished, altered or maintained in violation of these Rules or the C&Rs and the Owner shall reimburse the Association for all expenses incurred in connection with such removal.

##### **B. ECC Responsibility.**

The ECC has the obligation to help ensure the maximum practicable preservation and conservation of all oak trees in the community. Owners shall not install utilities beneath the drip line of any oak tree. Owners must develop a plot plan to preclude as far as possible the removal of trees and/or damage to trees caused by grading too close to the drip line. Drip lines shall be staked with yellow ribbon to prevent access by construction equipment. Trees to be removed shall be marked with red ribbon, and trees to be trimmed shall be marked with yellow ribbon. Owners shall forward the plot plans to the ECC for sympathetic approval in all circumstances where trees will be or will likely be affected by the construction, addition to, or alteration of improvements. If the ECC grants approval to remove a tree, the Owner must plant a replacement tree of at least 15-gallon size and maintain the replacement tree to encourage its proper and healthy growth.

**C. ECC Approval Required.**

Any Owner intending or proposing to construct, reconstruct, refinish, alter or maintain any improvement on a lot, install any utility line, wire, pipe, conduit, cable, or other utility conveyance, do any grading or make any excavation, or to drill any water well, or to cut or remove any trees from the lot, or do any act which would affect the drainage of the lot, or to make any exterior changes to existing improvements or changes to the lot, shall apply to the ECC for approval by submitting to the ECC for approval such plans and specifications for the proposed work as the ECC shall request, including, but not necessarily limited to, a plot plan of the lot showing all of the following:

1. Buildable space.
2. Contour lines.
3. The location of all existing and/or proposed improvements.
4. The proposed drainage plan.
5. The location of all trees and vegetation which the Owner proposed to remove, and the location of the oak trees that will remain.
6. The location of all proposed utility installations.
7. The design and location of the septic tank and sewage facilities to serve the lot with a certification of a Registered Civil Engineer or other consultant approved by the Kern County Environmental Health Services Department.

**D. Requiring Architect or Building Designer.**

If at any time the ECC shall determine that it would be in the best interests of the community or the preservation of the environment of Bear Valley Springs for the Owner to employ an architect or licensed building designer to design any improvement involved in the proposed work, the ECC shall inform such Owner in writing of its determination, whereupon all plans and specifications designated by the ECC to be so prepared must be prepared by such an architect or licensed building designer.

**E. ECC to Approve Plans, Etc. and Conditions.**

The ECC shall approve the plans, drawings and specifications for any structure or improvement or alteration of a structure or improvement submitted to the ECC only if all of the following conditions have been satisfied: *[C&Rs, Para. 7.c(2)(c)]*

1. The ECC finds that the plans and specifications of the proposed structure or improvement, on the property, conform with the requirements of the C&Rs and these ECC Rules; and
2. The ECC finds that the proposed structure or improvement is not aesthetically incompatible with the physical site, the adjoining properties, or the environment of Bear Valley Springs; and
3. The ECC is satisfied that the proposed septic tank or sewage facility will adequately serve the property without creating a health hazard or nuisance to those occupying or using surrounding properties which determination is ordinarily made by the Kern County.

**F. Complete Applications for Approval.**

Any complete application for approval submitted by an Owner to the ECC for approval, which has been neither approved nor rejected within forty-five (45) days after the date of complete submission thereof to the ECC, shall be deemed approved. *[C&Rs, Para. 7.c(2)(d)]*

**G. Disclaimer.**

The ECC is not responsible for and does not review applications for or make any decisions regarding the application's compliance with building codes or other laws. ECC approval does not relieve the owner of any duties to obtain city or county permit(s), nor does the ECC approval reflect compliance with any other public agency requirements. If an applicant contends that any provision of law mandates or requires the installation of all or any part of any proposed Improvement, the applicant must specify, in writing, to the ECC what provision of law applies and what components of the proposed Improvement are required by law. *(Added 5/10/08)*

**SECTION 201. Secondary Residential Unit or Guesthouse**

No secondary residential unit or guesthouse may be constructed or otherwise established unless it complies with all the following standards: *[Kern Co. Ord. 19.90]*

**A. Principal Dwelling.**

The existing principal dwelling on the lot shall contain a minimum gross floor area of one thousand two hundred (1,200) square feet.

**B. Guesthouse.**

Only one (1) guesthouse unit may be constructed or otherwise established on per legal lot.

**C. Floor Area of Guesthouse.**

The total floor area of the guesthouse unit may not exceed nine hundred (900) square feet or fifty percent (50%) of the total floor area of the existing principal dwelling, whichever is less.

**D. Requirements for Guesthouse.**

The guesthouse shall contain separate kitchen and bathroom facilities and have a separate entrance.

**E. Owner Occupancy of Principal Dwelling.**

The existing principal dwelling on the lot shall be occupied by the lot Owner.

**F. Guesthouse Comply With Development Standards.**

The guesthouse shall comply with the development standards for the zoning district in which it is located, including front-yard, rear-yard and side-yard setbacks, minimum distance from/between structures, and height limits, but excluding minimum lot area per dwelling unit standards.

**G. Guesthouse Off-Street Parking.**

Off-street parking for the guesthouse shall be provided in accordance with Chapter 19.82 of Kern County Ordinances or any other applicable superseding ordinances.

**H. Guesthouse Compatible with Principal Dwelling.**

The guesthouse shall be constructed in such a manner as to be compatible with existing principal dwelling unit and neighborhood in terms of design, height, material and landscaping.

**I. Entrance of Guesthouse.**

The principle entrance to the guesthouse shall not be visible from the streets or roads.

**J. Conditional-Use Permit Required for Guesthouse.**

No guesthouse may be constructed or otherwise established until an application for a conditional-use permit has been submitted and approved by the Kern County Board of Zoning Adjustment.

**K. Non-Rental Agreement.**

A non-rental agreement, verifying that the guesthouse is not and shall not be rented, leased, used or occupied by a tenant, shall be executed by the Property Owner and maintained in the ECC files, nor shall the main house be rented and the Property Owner reside in the guesthouse.

**L. Specific Guesthouse Requirements.**

More specific rules and guidelines addressing guesthouse requirements are available at the Association office.

**SECTION 202. Accessory Structures**

- A.** No accessory structures shall be constructed, placed or maintained upon any lot prior to the construction and completion of the primary residence, except by written permit of the ECC in which case the construction, placement, maintenance and use of the accessory structure shall be subject to all of the limitations of the permit. This rule shall not apply to temporary construction shelters or facilities maintained during, and used exclusively in connection with the construction of the primary residence. An accessory structure is defined as a garage, workshop, storage building, storage shed, or other structure designed as a stand-alone, unattached building. *(Amended 5/10/08)*
- B.** Applications for construction of any accessory structure (garage, shed, workshop, storage building, storage shed) may be required to include landscaping to mitigate the impact of the structure. Detailed plans shall be submitted with each application. *(Amended 10/15/05)*
- C.** Accessory structures shall not be obtrusive and must blend with surrounding buildings and landscaping, and shall not overwhelm the principal residence or the lot on which it is to be located. *(Amended 10/15/05)*
- D.** Nothing in the foregoing shall be understood as all-inclusive and all of the provisions of Section 203 (paint and colors) below shall apply. *[Amended 10/15/05; 5/10/08]*
- E.** Submittals for any accessory structure may also include the requirement to plant fast growing vegetation to mitigate the impact of said structures. Architectural amenities to the façade such as windows, doors, planter boxes, may be substituted for, or added to the vegetation to reduce any harsh visual impact when viewed from a distance or a neighboring dwelling, or common area. Detailed plans must be submitted with each application. *(Added 5/10/08)*



- F. Accessory structures may not be higher than the primary residence and primary residence lot square footage is to be determined by the latest approved drawings on file with the ECC. Lots with less than one acre (high density lots) are allowed a single accessory structure with a square footage relative to the primary residence lot size in accordance with TABLE below (and are amended to reflect Kern County zoning Article 19.08.180.1 & 2 for R1, R2, & R3 zoned properties):

TABLE

1. .32 to .49 acre lots are allowed one structure up to 900 Square feet.
2. .50 to .99 acre lots are allowed one structure up to 1250 Square feet.

Lot sizes are determined by Dart Industries maps as recorded in BVSA Data Base.  
(Added 5/10/08)

- G. Accessory structures on lots 1.0 acre or greater (an acre contains 43,560 Square feet), and may be allowed multiple structures dependant on placement, use and architectural design, subject to additional ECC requirements for approval. (Added 5/10/08)
- H. All lots are restricted as to placement of structure, vegetation, watering, and/or architectural amenities to the façade as may be required by the ECC on a case by case basis for compliance with ECC Rule 100D. (Added 5/10/08)
- I. Accessory structures may not be attached to the primary residence under any circumstances and must be at least six (6) feet from any other building. (Added 5/10/08)
- J. **Required ECC Approval.** In addition to compliance with other provisions of these ECC Rules and the C&Rs regarding the construction and use of accessory structures, specific written permission from the ECC is required if an accessory structure is to be constructed, placed or maintained on a residential lot prior to the commencement of construction of the principal residence. The number of accessory structures, for residential lots may be limited in accordance with Paragraph 7.c.(2)(c)(bb) of the C&Rs. (Transferred from Sec. 218, on 12/12/07)
- K. **Construction Shack.** The Owner or the Owner's authorized agent may apply to the ECC and receive permission to erect one construction shack on a lot, until the time that the primary dwelling is fully enclosed and secured, not to exceed a total of six (6) months after commencement of construction of the primary dwelling. Commencement of construction is defined for purposes of this Rule as the date building materials are first delivered to the lot, or when the foundation excavation for the primary dwelling begins, whichever date is earlier. A camper, motor home or trailer up to thirty-two (32) feet in overall length may be approved for use in place of a construction shack. Campers and motor homes or trailers approved for the above purpose shall NOT be used as living quarters, but only for storage of construction materials, tools, plans and other uses directly related to the coordination and supervision of construction activities  
(Transferred from Sec. 218, on 12/12/07)
- L. **Temporary Storage Units** – Metal cargo containers, POD's or any similar container. Prior ECC approval is required before delivery. Units cannot be on property for more than 30 days. (Added 5/10/08)

## SECTION 203. Design – Architecture

The ECC believes that Bear Valley Springs, with its natural environment, offers a unique living experience in a setting that should not be patterned after an urban or suburban residential subdivision. From this basic policy concept, the ECC has developed these Rules to give assistance to designers and builders of residential improvements in Bear Valley Springs, from the initial planning stage to the final submittal of plans for ECC approval. Careful design considerations coordinated with the building site and surrounding properties, create a maximum potential for enhancing property values, uses and enjoyment without unnecessarily causing higher building costs. Consistent with the principles of the Declaration of C&Rs and the above-stated policies, all of the following rules shall be observed and complied with:

### A. Placement of Structure/Improvement.

Each structure and improvement shall be sighted on the lot so that it will:

1. Conform and be compatible with the natural topography of the lot.
2. Avoid awkward or unsightly perspectives as viewed from adjacent properties.
3. Take advantage of natural cover, rock and trees on the site.
4. Minimize the need to remove or severely trim existing oak trees located on the property.

*(Amended 5/10/08)*

### B. Building Design.

Building design should show quiet repose and unobtrusiveness as the design goal for all improvements. Beauty, imagination and original design are welcomed and encouraged; however, garish designs and/or colors shall not be permitted. ECC consideration of unconventional design shall take into account the natural topography, degree of visibility, employment of available natural cover and intrinsic merit of the design. It is ECC policy to discourage an Owner, builder or developer from building a house within six lots, or in line of sight, of an existing house with similar shape silhouette, mass, exterior design, etc., as determined by the ECC.

### C. Exterior Colors.

Exterior colors shall be selected which harmonize with the predominant natural colors of the surroundings. The ECC has found through experience that certain colors are not always accurately depicted on the printed color chips. Therefore, the designer is cautioned NOT to UTILIZE white, yellows, blues, gray colors with blue undertones, or redwood colors featuring intense reds and orange. The use of gloss or semi-gloss paints, stains or sealers on exterior surfaces will not be approved.

1. **Paint Match Primary Residence** – All accessory structures shall be painted to match the primary residence unless otherwise approved in writing by the ECC.
2. **Balconies, Decks, Railings** – Balconies, decks and railings shall be designed, constructed and painted or stained to give an appearance of permanence and unity to the structure.

3. ***Underside of Decks/Foundations*** – Underpinning, foundations, bracing members, plumbing and the underside of decks and floors shall be attractively designed or hidden from view by proper screening or painting.
4. ***Roofing Materials/Colors*** – Since the roof may be highly visible from other building sites, from a distance and from higher elevations, roofing materials and colors shall be selected as carefully as other exterior colors. Consideration of the fire hazard in many parts of the community should influence the choice of roofing materials.
5. ***AC/Heating Units*** – Air conditioning and/or heating units shall not be mounted on the exterior roof surfaces. When placed at any other exterior locations, these units shall be appropriately screened from view.
6. ***Exterior Surfaces*** – Wood is the preferred exterior surface; however, the use of stone, tile, brick, stucco (painted) to enhance or authenticate the architectural design may be permitted.

#### **SECTION 204. Design – Construction Changes**

ECC approval in writing is required before making any changes from approved plans regarding exterior design and colors, positioning of any improvement, grading or tree removal. The Owner shall resubmit plans and specifications for a change by filing the same type of form that was submitted originally for the improvement. Proposed changes may be noted on separate sheets of paper.

#### **SECTION 205. Improvements Before Approval**

**A. Notice of Non-Compliance at Construction Site.** The ECC, or any member thereof, may authorize a Notice of Non-Compliance to be posted at the construction site under any of the following conditions:

1. If construction or alteration of any improvement (including excavation) has been started prior to approval by the ECC.
2. In the case of any unapproved changes from the original ECC approved plans.
3. In the case of any other violations of the ECC Rules or the C&Rs, which the ECC considers serious enough to warrant this action.

**NOTE:** To continue any unauthorized work without correction of the violation is at the Owner's or contractor's own risk. In addition to other possible action, a complaint shall be filed by the ECC with the BVSA President.



**BEAR VALLEY SPRINGS ASSOCIATION  
ANNUAL INSURANCE DISCLOSURE**

The Association carries the following insurance:

**1. PROPERTY INSURANCE**

Name of Insurer: Granite State Insurance Company (Buildings/Contents – BVSA Owned)

Policy Limits: Building \$320,212/Business Income \$2,500,000 and Business Personal Property \$1,994,489.

Amount of Deductible: \$5,000 with respect to Building & Business Personal Property / 72 Business Hours Waiting Period as relates to Business Income.

Date Policy Begins: October 1, 2020 Date Policy Ends: October 1, 2021

**1a. PROPERTY INSURANCE**

Name of Insurer: SDRMA (Buildings – CSD Owned)

Policy Limits: Building \$6,370,371

Date Policy Begins: July 1, 2020 Date Policy Ends: July 1, 2021

**2. GENERAL LIABILITY / UMBRELLA**

Name of Insurer: Granite State Insurance Company

Policy Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate

Umbrella Coverage, if applicable: \$5,000,000 Carrier: National Union Fire

Umbrella Self-Insured Retention: \$10,000

Date Policy Begins: October 1, 2020 Date Policy Ends: October 1, 2021

**3. FIDELITY INSURANCE**

Name of Insurer: Continental Casualty Company

Policy Limits: Employee Dishonesty \$5,000,000; Forgery or Alteration \$1,000,000; Theft, Disappearance and Destruction \$1,000,000; Computer Fraud and Wire Transfer Fraud \$5,000,000.

Amount of Retention: \$50,000 for Employee Theft; \$10,000 for Forgery & Alteration, \$50,000 for Computer Fraud and Wire Transfer Fraud; \$0 for Theft Disappearance and Destruction.

Date Policy Begins: October 1, 2020 Date Policy Ends: October 1, 2021

**4. DIRECTORS AND OFFICERS**

Name of Insurer: RSUI Indemnity Company

Policy Limits: \$3,000,000 General Aggregate: 1,000,000 Additional Side-A-Limit

Amount of Retention: \$50,000 / Prior and/or Pending Litigation Date: 11/11/2009

Date Policy Begins: October 1, 2020 Date Policy Ends: October 1, 2021

## 5. EARTHQUAKE INSURANCE

Name of Insurer: NONE

Policy Limits: \_\_\_\_\_

Amount of Deductible: \_\_\_\_\_

Date Policy Begins: \_\_\_\_\_

Date Policy Ends: \_\_\_\_\_

## 6. FLOOD INSURANCE

Name of Insurer: NONE

Policy Limits: \_\_\_\_\_

Amount of Deductible: \_\_\_\_\_

Date Policy Begins: \_\_\_\_\_

Date Policy Ends: \_\_\_\_\_

**OWNER INSURANCE:** At their own expense, owners should carry insurance for real and personal property damage or loss for unit improvements and contents, and premises liability for bodily injury and property damage. In addition, owners should carry insurance for loss of use of their units and coverage for any loss assessments which might be levied against them in the event of an earthquake.

**THIS SUMMARY** of the Association's policies of insurance provides only certain information, as required by subdivision (e) of Section 1365 of the Civil Code, and should not be considered a substitute for the complete 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.

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
BEAR VALLEY SPRINGS ASSOCIATION (hereinafter "Association")  
A California Nonprofit Mutual Benefit Corporation**

RESOLUTION NO. 1.21/22

Re: **BOARD RESOLUTION RE: EXHIBIT A -- 2021-2022 STATEMENT OF POLICIES AND PRACTICES FOR COLLECTION OF DELINQUENT ASSESSMENTS AND ENFORCEMENT OF LIENS; AND EXHIBIT B COLLECTION POLICY FOR ASSESSMENTS**

**WHEREAS**, the Declaration of Covenants and Restrictions for Tract No. 3417, Bear Valley Springs ("C&Rs" and/or "Bylaws" provide the Board of Directors the right and power to levy and collect General and Special Assessments, as well as promulgate rules and regulations for the purposes of managing and controlling the affairs and business of the Association;

**WHEREAS**, the Board of Directors has adopted the Association's Exhibit B -- Collection Policy for Assessments, a copy of which is attached hereto and made a part hereof by this reference, ("Collection Policy") by which it may: (1) collect delinquent General and Special Assessments, which may be liened and foreclosed; and (2) suspend a delinquent Owner's Membership Privileges for failure to pay assessments; and

**WHEREAS**, the Board of Directors desires to adopt the Exhibit A -- 2021 - 2022 Statement of Policies and Practices for Collection of Delinquent Assessments and Enforcement of Liens, a copy of which is attached hereto and made a part hereof by this reference, reflecting the updated amounts of annual general and special assessments payable for the 2021-2022 fiscal year;

**WHEREAS**, Civil Code Sections 4355(b)(3) and 4355(b)(5) provide, in pertinent part, that decisions setting the amount of a regular or special assessment and/or issuance of a document that merely repeats the governing documents are not subject to the rule change procedure set forth in Civil Code Sections 4360 and 4365; and

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors hereby adopts the Exhibit A -- 2021 - 2022 Statement of Policies and Practices for Collection of Delinquent Assessments and Enforcement of Liens reflecting the amount of annual general assessments payable for the 2021 - 2022 fiscal year ("2021 - 2022 Statement");

**BE IT FURTHER RESOLVED** that the Board of Directors directs Association's Management staff to deliver notice of said adoption to members (via General Notice, if applicable) within fifteen (15) days of such adoption.

**CERTIFICATE OF SECRETARY**

I certify that I am the duly qualified and acting secretary of BEAR VALLEY SPRINGS ASSOCIATION, a California Nonprofit Mutual Benefit corporation. The foregoing is a true and correct copy of the Resolution duly adopted by the Board of Directors of the corporation at a meeting held on April 20, 2021, and entered in the minutes of such meeting in the Minute Book of the corporation. The Resolution is in conformity with the Articles of Incorporation and the Bylaws of the corporation and has never been modified or appealed and is, as of now, in full force and effect.

Dated: April 27, 2021

BEAR VALLEY SPRINGS ASSOCIATION  
A California Nonprofit Mutual Benefit Corporation

By:   
Secretary

**AMENDED & RESTATED**

**COLLECTION POLICY FOR**

**DELINQUENT ASSESSMENTS**



**BEAR VALLEY SPRINGS ASSOCIATION**

**2021 - 2022**

IF THIS DOCUMENT CONTAINS ANY RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, VETERAN OR MILITARY STATUS, GENETIC INFORMATION, NATIONAL ORIGIN, SOURCE OF INCOME AS DEFINED IN SUBDIVISION (p) OF SECTION 12955, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID, AND MAY BE REMOVED PURSUANT TO SECTION 12956.2 OF THE GOVERNMENT CODE. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS.



**EXHIBIT A**  
**BEAR VALLEY SPRINGS ASSOCIATION**  
**2021-2022 STATEMENT OF POLICIES AND PRACTICES FOR COLLECTION OF DELINQUENT ASSESSMENTS AND ENFORCEMENT OF LIENS**

PLEASE READ THIS CAREFULLY

A regular annual assessment, levied as prescribed by Paragraph 12(b) of the Bear Valley Springs Association (BVSA) Covenants and Restrictions, is payable on July 1 of each year. The amount of the assessment is determined by the budget needs of the coming year as established by the Board of Directors. Notification of the amount is announced in the spring of each year and mailed to the designated owner(s) of record. The lifeblood of the association is the assessment.

Statements are sent to the designated owner(s) of record only in June of each year. **It is the owner's responsibility to notify the BVSA office in writing of any address or ownership changes.** Ownership changes must be evidenced in the form of a recorded deed or a currently effective policy of title insurance.

Payments may be made by VISA, Discover, MasterCard or American Express online at [www.bvsa.org](http://www.bvsa.org). If you pay by check **PLEASE WRITE YOUR TRACT AND LOT NUMBER ON THE CHECK.** Should you wish to hand deliver your check payment, please bring your payment into the BVSA office or drop it in the mail slot by the front door. Once any delinquent account has been turned over to the Association's collection attorney, all payments must be made directly to the collection attorney, not the Association. **Please note: The Association Office will no longer be accepting assessment payments, made by VISA, Discover, MasterCard, American Express or in cash but all such credit card payments may be made online at [www.bvsa.org](http://www.bvsa.org).**

If you would like to pay your assessment by way of the 2-pay or 4-pay plan, your choice will be so indicated by payment of the applicable amount of \$870 for the 2-pay plan or \$440 for the 4-pay plan by no later than July 31, 2021. IF YOU HAVE NOT REMITTED PAYMENT FOR THE 2-PAY PLAN OR THE 4-PAY PLAN ON OR BEFORE JULY 31, 2021, YOU WILL BE DEEMED TO HAVE SELECTED THE ONE LUMP-SUM PAYMENT OPTION OF \$1,640.00.

The following calendar of proceedings and charges will be in effect for the 2021-2022 fiscal year:

<b>July 1<sup>st</sup></b>	<b>\$1,640.00</b> Annual Assessment levied.* Payable as <b>\$1,640.00</b> or <b>\$870.00</b> is payable per each payment under the two-payment plan which includes a \$50.00 service charge per payment. <b>\$440.00</b> is payable per each payment under the four-payment plan which includes a \$30.00 service charge per payment.
<b>July 31<sup>st</sup></b>	Deadline for receipt of assessment, either <b>\$1,640.00</b> as single payment, or <b>\$870.00</b> under the two payment plan, or <b>\$440.00</b> under the four payment plan. <b>Any assessment not paid by this date is delinquent.</b>
<b>August 1<sup>st</sup></b>	<b>\$1,804.00</b> includes late fee. Late fee of ten percent (10%) <b>\$164.00</b> will be added on all accounts. Interest at the rate of 9% per year will commence on all accounts not having made either the full payment or the first payment of your chosen payment plan.

\* Full disclosure of BVSA Collection Policy has been set forth in the supplemental edition of the Bear Tracks.

**Continued on next page**

- August 31<sup>st</sup>**      **\$440.00** second payment is due under the four payment plan which includes a \$30.00 service charge.  
**All second payments not received by this date are delinquent.**
- September 1<sup>st</sup>**      **\$481.00** includes late fee. Late fee of ten percent (10%) \$41.00 will be added on all accounts and interest at the rate of 9% per year will commence on all accounts not having made either the full payment or the first payment of your chosen payment plan.
- September 30<sup>th</sup>**      **\$440.00** third payment is due under the four payment plan which includes a \$30.00 service charge.  
**All third payments not received by this date are delinquent.**
- October 1<sup>st</sup>**      **\$481.00** includes late fee. Late fee of ten percent (10%) \$41.00 will be added on all accounts and interest at the rate of 9% per year will commence on all accounts not having made either the full payment or the first payment of your chosen payment plan.
- October 31<sup>st</sup>**      **\$440.00** fourth payment is due under the four payment plan which includes a \$30.00 service charge.  
**\$870.00** second payment is due under the two payment plan which includes a \$50.00 service charge.  
This is the deadline for receipt of all final payments under both payment plans.  
**All final payments not paid by this date are delinquent.**
- November 1<sup>st</sup>**      **\$481.00** includes late fee. Late fee of ten percent (10%) \$41.00 will be added on all accounts.  
**\$952.00** includes late fee. Late fee of ten percent (10%) \$82.00 will be added on all accounts.  
Interest at the rate of 9% per year will commence on all accounts not having made either the full payment or the final payment of your chosen payment plan.

Members should be aware that once a lien is recorded with Kern County, the sale, transfer or refinance of the property is subject to the lien under the BVSA governing documents. Under Section 4525 of the Civil Code, owners are also required to advise prospective purchasers of assessments levied against the owner's lot which remain unpaid prior to any transfer of the lot.

**PLEASE NOTE:** As all property owners should be aware, the Association's general assessment is levied on an annual basis on the first day of each fiscal year (July 1). Lot line adjustments, parcel maps, lot or parcel mergers, or any other type of lot combination or consolidation accomplished after the beginning of a fiscal year shall not entitle the owner(s) to any refunds of the assessments levied on such lots.

## EXHIBIT B

### COLLECTION POLICY FOR ASSESSMENTS

1. **APPLICATION:** Payments received on delinquent assessments shall be applied to the Owner's account as follows: payment shall be applied to the principal owed first. Payments on principal shall be applied to the Owner's account by the "balance forward payment" method, i.e., in reverse order so that the oldest arrearages of the principal are retired first. Only after the principal owed is paid in full shall such payments be applied to interest, late charges, collection expenses, administration fees, attorneys' fees, or any other amount due to the Association which result in continued delinquencies.
2. **PAYMENT RECEIPTS / OVERNIGHT PAYMENT LOCATION:** Owners can request a receipt from the Association which shall indicate the date of payment and the person who received it. Any request for a receipt of payment must be submitted directly to the Association's business address (separately from any actual payment). Overnight payment of assessments may be sent/delivered to the following address:  
  

**BEAR VALLEY SPRINGS ASSOCIATION**  
**c/o General Manager**  
**29541 Rolling Oak Drive**  
**Tehachapi, CA 93561**
3. **LATE CHARGE:** All assessments shall be delinquent if not paid within **thirty (30) days** after they become due and will result in the imposition of a late charge of ten percent (10%) of the delinquent assessment, including any delinquency based on a failure to remit a payment due under an approved payment plan. Furthermore, the Association shall be entitled to recover any reasonable collections costs, including attorneys' fees, that the Association then incurs in its efforts to collect the delinquent sums.
4. **INTEREST:** If an assessment payment is not paid within **thirty (30) days** of its original due date, interest may be imposed on all sums due, including the delinquent assessment, collection costs, and late charges, at an annual percentage rate of nine percent (9%).
5. **SECONDARY ADDRESS:** Upon receipt of a written request by an Owner identifying a secondary address for the purposes of assessment collection notices, the Association shall send additional copies of any collection notices required by this Collection Policy to the secondary address provided. The Owner's notice of a secondary address must be in writing and mailed to the Association in a manner that shall indicate that the Association has received it. The Association shall only send notices to the indicated secondary address at the point in time the Association receives the written request.
6. **PAY OR LIEN LETTER:** If an assessment payment from the Owner is not paid within **forty (40) days** after its original due date (for example, if an Owner fails to pay an assessment which was due on July 1 and the failure to pay continues through August 9, then the regular assessment would not have been paid within 40 days after its original due date), a notice of delinquency (Pay or Lien Letter) shall be sent to the Owner by regular first-class mail and certified mail, return receipt requested. The Pay or Lien Letter shall provide at least 30 days' written notice to a delinquent Owner prior to recording an Assessment Lien and further provide an itemized statement of the charges owed, including a breakdown of: (a) the principal amount owed; (b) any late charges with the method of calculation used to determine such charges; (c) any attorneys' fees incurred; and (d) a description of collection practices, including the right of the association to the reasonable costs of collection. A copy of the Association's collection policy shall be attached to the Pay or Lien Letter.

7. **INTERNAL DISPUTE RESOLUTION PROCESS\***: The Association shall offer to meet and confer with a delinquent owner to resolve any dispute related to the total amount due from the delinquent Owner to the Association and/or the Association's Collection Policy ("Meet and Confer Offer"). The Association's Meet and Confer Offer shall either be placed within the Association's Pay or Lien Letter or in a separate written communication to the delinquent Owner. An Owner who wishes to accept the Meet and Confer Offer must do so by submitting his/her/its written request to facilitate the meet and confer with the Association, which written request must be received by the Association within twenty (20) days of the date of the Meet and Confer Offer. The Association shall designate a prompt date and time for the meet and confer, at a location that shall either be the Association's principal office or another convenient location as designated by the Association. The Association shall designate a Board officer, along with its CID Manager to participate in the meet and confer with the delinquent Owner. Prior to recording a lien for delinquent assessments, the Association shall participate in any meet and confer so accepted by the delinquent Owner, provided, however, that the Owner's acceptance of the Association's Meet and Confer Offer is made within twenty (20) days of the date of the Meet and Confer Offer.

8. **SHOW CAUSE HEARING**: Additionally, a delinquent Owner may be given a written notice (either in the Pay or Lien Letter or in a separate written document, as determined by the Board of Directors) of a hearing before the Board of Directors, wherein the Owner shall be invited to show good cause why the Owner's privileges for use of the common area/recreational facilities (hereinafter collectively "Membership Privileges") should not be suspended for non-payment of the delinquent assessment(s) ("Show Cause Hearing").

The notice and hearing procedures shall be in accordance with the following:

- a. Written notice shall be mailed to the Owner not less than ten (10) days prior to the date of such hearing by first class or certified mail at Owner's last known address as shown on the Association's records. The notice shall set forth the amount of delinquency owed by the Owner and the time, date and place on which the hearing shall be held;
- b. The Board of Directors shall provide an opportunity for the Owner to be heard, orally or in writing, at the Show Cause Hearing prior to making any determination on the suspension of any Membership Privileges;
- c. In the event good cause is not shown and the Owner's account has not been brought current, then the Board may suspend any of the Owner's Membership Privileges. The Board shall hold the hearing in Executive Session; provided, however, if the Board is requested by a Member to have his/her matter be heard in an open Board meeting, then the matter must be heard in an open Board meeting, and not in Executive Session.
- d. After the Show Cause Hearing, the Board of Directors shall provide within fifteen (15) days written notice to the Owner of the suspension of any Membership Privileges.

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\* Pursuant to a 1994 California decision, *Park Place Estates Homeowners Association, Inc. v. Naber* (1994) 29 Cal.App. 4th 427, the appellate court held that homeowners have an independent obligation to pay monthly assessments and do not have a right to set off or withhold payments of assessments.

9. **ASSESSMENT LIEN:**

a. If the delinquent Owner does not bring his/her account current within the deadline set forth in the Pay or Lien Letter, the Board of Directors shall approve the recordation of an assessment lien against the delinquent Owner's property. The Board's decision to record the assessment lien shall be by a majority vote of a quorum of the Board members at an open Board meeting. The Board's action should refer to the Lot/parcel number of the property that is delinquent, rather than the name of the owner. The Assessment Lien shall be recorded in the County Recorder's Office itemizing all sums that are then delinquent, including the delinquent assessment(s), interest, late charges, collection costs and reasonable attorneys' fees. Recording this notice creates a lien, which is subject to foreclosure, against the delinquent Owner's property.

b. **At the same time, the Association shall advise the Association's collection agent/bank that it should accept no further monies from this delinquent Owner until the assessment lien has been paid in full.** Owners shall not send any assessment payments to the Association once the matter has been turned over to the Attorney for collection; such payments shall only be accepted by the law firm. Any payments delivered to the collection agent shall be forwarded to the attorney's office; the attorney shall then release the lien if payment in full was made by the delinquent Owner. A charge for attorneys' fees shall be charged to the Owner at this stage (pursuant to Civil Code § 5650(a)).

10. **PRE-FORECLOSURE ACTIONS:**

a. The Association shall make a written pre-foreclosure offer to meet and confer with the delinquent Owner, consistent with the process identified in paragraph 8 herein (except that the timeline for the delinquent Owner to accept a meet and confer would be thirty-five (35) days from the date of the Owner's receipt of this pre-foreclosure offer) or alternative dispute resolution consistent with Civil Code §5925, et. seq. ("IDR/ADR Offer"). Owner shall have thirty-five (35) days from the date of the IDR/ADR Offer to decide whether or not Owner wishes to pursue dispute resolution or a particular type of alternative dispute resolution (except that binding arbitration is not available to any delinquent Owner if the Association intends to initiate a judicial foreclosure).

b. Prior to initiating foreclosure, the Board of Directors must, in executive session, approve the decision to proceed with foreclosure by a majority vote of a quorum of the Board of Directors. The Board shall record the Board's executive session decision in the minutes of the next meeting of the Board open to the members by referencing the lot/parcel number of the property that is delinquent.

c. The Board of Directors shall not proceed with any form of foreclosure unless and until the amount of delinquent assessments (exclusive of any accelerated assessments, late charges, fees, costs of collection, attorney's fees or interest) equals or exceeds One Thousand Eight Hundred Dollars (\$1,800.00) or the assessments have been delinquent for more than twelve (12) months ("Threshold"). Once the Threshold has been met and all other requirements identified above have been completed, the Board may proceed with foreclosure of the assessment lien pursuant to the Association's governing documents and Civil Code §5700, et. seq. The procedure used shall be a private foreclosure, pursuant to Civil Code §5700, et seq. and Civil Code §5700. The foreclosure action shall include:

i. **A Notice of Default and Election to Sell shall be recorded** at the County Recorder's Office and a ninety-day reinstatement period shall begin.

ii. **A Title Report** shall be obtained from a title company and that cost shall also be charged to the delinquent Owner.

iii. Furthermore, additional attorneys' fees and costs shall be charged at this stage.

11. If the Association determines that the property is over-encumbered, or otherwise makes a determination that a lawsuit is appropriate, the Association shall file a personal lawsuit against the delinquent Owner to recover all delinquent assessments owing to the Association. If a lawsuit is necessary to collect the delinquent assessments from the Owner, all expenses, costs and attorneys' fees in connection with said lawsuit, including but not limited to pre- and post-judgment costs for filing fees, personal service, witness fees, interest, execution of judgment and/or writ fees shall be recovered from the Owner defendant.

12. If the delinquency is still not cured ninety (90) days after the Notice of Default and Election to Sell was recorded, the attorney shall proceed to record and publish the **Notice of Trustee's Sale**. This Notice must also be published three (3) times during a three-week period and posted in a public place. At this final stage, there shall be additional publication costs, as well as attorneys' fees. If a non-judicial foreclosure sale is completed by the Association against the delinquent Owner's property, the Owner shall have the right to redeem the property for a period of time up to and including ninety (90) days after the date of the Trustee's Sale.

13. When a delinquent Owner has paid in full all delinquent assessments and charges, the attorney shall prepare a Release of Lien which shall be recorded in the County Recorder's Office of Kern County, California within 21 days of receipt of the sums necessary to satisfy the delinquent amount and mail a copy of the lien release to the Owner of the residential Lot.

14. **PAYMENT PLAN STANDARDS:** The Association hereby establishes the following payment plan standards:

a. **Payment Within 60 Days:** If an Owner can bring himself/herself/itself current within sixty (60) days, inclusive of assessments which accrue within the sixty (60) days of the payment plan, the Association will forbear filing an Assessment Lien and the Owner will not incur the Assessment Lien costs if the payment plan is strictly followed. The payment plan shall include an administrative cost of \$75.00. By agreeing to the 60 day payment plan, the Owner further agrees that if he/she/it fails to make any of the payments identified in the payment plan, the Association shall have the right to file an Assessment Lien without recommencing the pre-lien or Pay or Lien Notice process.

b. **Payment Exceeding 60 Days:** In light of the length of time of this payment plan, payment plans exceeding sixty (60) days shall require that the Association record its Assessment Lien to establish itself as a secured creditor. The payment plan shall also include an administrative cost of \$100 or \$25.00 per month of each month of the plan, whichever is greater. All costs related to the recordation of the Assessment Lien shall be part of this payment plan. The payment plan would require payment of all delinquent assessments amortized over the length of the payment plan, along with all assessments which will accrue during the payment plan. The Association shall further require that the Owner sign a Forbearance Agreement which identifies his/her/its obligations of repayment consistent with the payment plan and further provides that if there is a default under the payment plan, the Association can proceed with the collection process as particularly identified within the Forbearance Agreement. Payment plans under this paragraph 14.b should normally not exceed six (6) months.

15. **REQUEST FOR PAYMENT PLAN:** An Owner may submit a written request to the Association for a payment plan consistent with either paragraph 14.a or 14.b above. An Owner can also submit a written request to meet with the Board to identify which payment plan the Owner chooses, as identified in paragraph 14 above. The Board is required to meet with the Owner in executive session within 45 days of the postmark of the request for the meeting, if the request is mailed within fifteen days of the date of the postmark of the Pay or Lien Notice. If there is no regularly scheduled board meeting within the 45 day timeline, the Board has designated the Assessment Dispute Resolution Committee to meet with the Owner.

16. **PARTIAL PAYMENTS:** Owners may make partial payments without a written payment plan as described in paragraph 14 above; provided, however, that any such partial payment shall:

- a. not stop any collection action;
- b. not invalidate any assessment lien already filed;
- c. not stop an already existing non judicial foreclosure action;
- d. not obviate the obligation to pay all collection fees and costs inclusive of late charges, interest, management fees/bookkeeping fees, title charges, lien fees and costs, trustee's fees and/or attorney's fees; and
- e. further require (due to the additional bookkeeping and other administrative expenses incurred with a partial payment) that any Owner who submits a partial payment (without an approved payment plan as described in Paragraph 14 above) will incur an administrative expense for each partial payment tendered and received by, or on behalf of, the Association.

## Schedule of Fines

(Environmental Control Rules, and BVSA Articles as stated below, amended and adopted 4/16/19)

<b>VIOLATION OF BVSA RULES</b>	
Animal violations, including but not limited to, excessive number, possession of animal not permitted under the Association Rules, no leash, excessive noise/barking; aggressive animal behavior; Article 19	\$1,000.00
Riding of Any Bicycles on Hiking or Equestrian Trails; Article 7	\$1,000.00
Recreation Vehicles; Article 16	\$2,000.00
<b>LACK OF ENVIRONMENTAL CONTROL COMMITTEE APPROVAL FOR:</b>	
<b>VIOLATION</b>	<b>FINE UP TO</b>
Construction of any building including but not limited to houses, guesthouses, garages, barns, carports, sheds, or any other building Sec. 200.C, E, 201, 202	\$ 5,000 .00
Construction of any temporary accessory tarp-like structures, fences, corrals, solar panels, horse/animal shelters, chicken coops Sec. 202.B, and 202.L	\$500.00
Oak Tree removal Sec. 106.B.	\$5,000.00
Oak Tree trims Sec. 106.A	\$3,000.00
Exterior colors Sec. 101.A.	\$1,500.00
Roofing Sec. 500	\$1,500.00
Failure to call for, obtain and complete a foundation (footing) form inspection by ECC Sec. 304	\$1,000.00
Unauthorized signs Sec. 115	\$500.00
Doing business without permit, including Occupation Permit or Yard Sale permit Sec. 103	\$150.00
<b>VIOLATION OF ENVIRONMENTAL CONTROL COMMITTEE RULES OR BVSA RULES</b>	
<b>VIOLATION</b>	<b>FINE UP TO</b>
Incomplete Construction Sec.300.A and 301	\$5,000.00
Abandoned, inoperable or junked vehicles Sec. 107A.	\$2,000.00
Primary residence siding in need of paint or maintenance Sec. 102.B.	\$2,000.00
Primary residence trim, fascia, doors/garage doors, in need of paint	\$750.00
Accessory structure or propane tank screen in need of paint	\$500.00
Materials, equipment, trash/storage matter visible to the public Sec. 112 and 114	\$2,000.00
Nuisance/Noxious Activity Sec. 117	\$2,000.00
Commercial vehicle parked or stored on lot Sec. 107B.	\$1,000.00
Roof on primary residence in disrepair Sec. 102	\$1,000.00
Roof on accessory structure in disrepair	\$500.00
Absence of trash bin/chemical toilet at construction site Sec. 217 A and B	\$1,000.00
Weeds/Dead Trees/Fire Hazard Sec. 102.E and 118	\$1,000.00
Fence in disrepair Sec. 102.C. and 120	\$750.00
Signs Sec. 115	\$500.00
Lighting Sec. 113 and Sec. 114.A.5	\$500.00
Unscreened/improperly screened propane tank or propane tank screen in need of repair Sec. 102.B. and 120.C.1	\$250.00
Tarp-Unapproved color Sec. 109	\$250.00
<b>Other violations: Any other violation not expressly stated</b>	\$5,000.00



## Fee Schedule 2021-2022

Dept.	Location	Product / Service	21-22 Member Fees	21-22 Non-Member Fees w/ Member in attendance	21-22 Non-Member Fees with Guest pass / No Member in attendance	21-22 Recog. Group/Club Fees
ALL	Kept on File at the Association Office	Cleaning Deposit for Facility Rental of any Rentable area used for Club functions	\$ -	\$ -	\$ -	\$ 100.00
10	BVSA Admin	Service Provider (annual)	\$ 100.00	\$ 175.00	\$ -	\$ -
10	BVSA Admin	Credit Check Fee	\$ 45.00	\$ -	\$ -	\$ -
10	BVSA Admin	Return Check / Bank Fee	\$ 35.00	\$ -	\$ -	\$ -
10	BVSA Admin	Unreturned Amenity Card	\$ 125.00	\$ -	\$ -	\$ -
10	BVSA Admin	Board Document Fees	\$ 100.00	\$ -	\$ -	\$ -
10	BVSA Admin	Amenity Card Renter Deposit (Non Refundable)	\$ 75.00	\$ -	\$ -	\$ -
10	BVSA Admin	Unreturned Amenity Card - Renter/Per card	\$ 125.00	\$ -	\$ -	\$ -
10	BVSA Admin	Lost Amenity Card	1st replacement \$5.00, 2nd replacement \$10.00, 3 or more replacements \$25.00	\$ -	\$ -	\$ -
10	BVSA Admin	Credit Card Fees (For use of any Credit Card for any Service)	Actual Merchant Fee	\$ -	\$ -	\$ -
10	BVSA Admin	Escrow Document Fee	\$ 100.00	\$ -	\$ -	\$ -
10	BVSA Admin	Escrow Document Rush Fee	\$ 150.00	\$ -	\$ -	\$ -
10	BVSA Admin	Escrow Demand for Defaulted Lot	\$ 150.00	\$ -	\$ -	\$ -
10	BVSA Admin	Escrow Transfer Fee	\$ 250.00	\$ -	\$ -	\$ -
10	BVSA Admin	Service Fee for Assessment Split Payment Plan	\$ 100.00	\$ -	\$ -	\$ -
10	BVSA Admin	Service Fee for Assessment 4 pay Payment Plan	\$ 120.00	\$ -	\$ -	\$ -
10	BVSA Admin	Assessment Late Fee (10% one time fee of amount in arrears)	TBA Based on Annual Assessment	\$ -	\$ -	\$ -
10	BVSA Admin	Late Assessment Payment Plan Fee (per month)	TBA Based on Annual Assessment	\$ -	\$ -	\$ -
10	BVSA Admin	Interest on unpaid Assessment Balance	TBA Based on Annual Assessment	\$ -	\$ -	\$ -
10	BVSA Collection	Management / Bookkeeping Fee	\$ 75.00	\$ -	\$ -	\$ -
10	BVSA Collection	Pay or Lien Letter	TBA Based on Annual Assessment	\$ -	\$ -	\$ -
10	BVSA Collection	Lien Costs and Fees	TBA Based on Annual Assessment	\$ -	\$ -	\$ -
10	BVSA Collection	Notice of Default	TBA Based on Annual Assessment	\$ -	\$ -	\$ -
10	BVSA Collection	Personally Serve Foreclosure Notice	\$ 175.00	\$ -	\$ -	\$ -
10	BVSA Admin	Notary services - cost per signature	\$ 10.00	\$ 10.00	\$ -	\$ -
10	BVSA Admin	Club Storage Building Rental	\$ 50.00	\$ -	\$ -	\$ -
10	BVSA Admin	Club Storage Replacement Key costs	\$ 10.00	\$ -	\$ -	\$ -
10	BVSA Admin	New or Replacement Annual Dog Tags for Dog Park	\$ 5.00	\$ -	\$ -	\$ -
13	ECC	New Construction Deposit - New Home (Non refundable portion <b>\$1,500.00</b> )	\$ 5,000.00	\$ -	\$ -	\$ -
13	ECC	New Const. for any size or alteration to home and/or any additional structure in excess of 120 sq ft. (Non refundable portion <b>\$300.00</b> )	\$ 500.00	\$ -	\$ -	\$ -
13	ECC	Violation /Admin fee	\$ 50.00	\$ -	\$ -	\$ -
13	ECC	Garage Sale Fee (\$25.00 non refundable portion)	\$ 55.00	\$ -	\$ -	\$ -

## Fee Schedule 2021-2022

Dept.	Location	Product / Service	21-22 Member Fees	21-22 Non-Member Fees w/ Member in attendance	21-22 Non-Member Fees with Guest pass / No Member in attendance	21-22 Recog. Group/Club Fees
13	ECC	Sympathetic Approval by ECC Committee	\$ 100.00	\$ -	\$ -	\$ -
13	ECC	Occupation Permits	\$ 25.00	\$ -	\$ -	\$ -
13	ECC	Photo Copier Services	.10 Cents per page	\$ -	\$ -	\$ -
13	ECC	Incoming or Outgoing Fax	\$1.00 per page	\$ -	\$ -	\$ -
13	ECC	E-Size Construction Drawings	\$35.00 per set	\$ -	\$ -	\$ -
13	ECC	E-Size Construction Drawings	\$5.00 per page after initial set.	\$ -	\$ -	\$ -
13	ECC	E-Size Construction Drawings (pdf)	\$2.00 per page.	\$ -	\$ -	\$ -
13	ECC	Variance Fee	\$3.00 per letter	\$ -	\$ -	\$ -
13	ECC	Escrow Transfer Fee	\$ 50.00	\$ -	\$ -	\$ -
15	Mulligan Room Patio	Space Rental Fee (existing furniture setup - 36 person seating)	\$50 Half business day (Up to 4 hours) \$75 Whole business day	N/A	N/A	\$ -
15	Mulligan Room Patio	Space Rental Fee (alternate furniture setup - may be adjusted +/- based on extent of setup required - determined by Special Event Manager or Amenity Manager)	\$150 Whole day	N/A	N/A	\$150 Whole day
15	Mulligan Room Patio	Cart Attendant Charges	\$125 Up to 5 hours. \$20 per hour for each additional hour	N/A	N/A	\$125 Up to 5 hours. \$20 per hour for each additional hour
16	Golf Shop	Golf Course Rental (Outside Groups)	\$ -	\$ -	\$1,500 Per day	\$ -
16	Golf Shop	Green Fees 18 Holes Weekend / Holiday	\$ -	\$ 25.00	\$ 35.00	\$ -
16	Golf Shop	Green Fees 18 Holes Junior	\$ -	\$ 15.00	\$ 20.00	\$ -
16	Golf Shop	Green Fees 9 Holes Weekday	\$ -	\$ 15.00	\$ 25.00	\$ -
16	Golf Shop	Green Fees 9 Holes Weekend / Holiday	\$ -	\$ 20.00	\$ 30.00	\$ -
16	Golf Shop	Green Fees 9 Holes Junior (17 and Under)	\$ -	\$ 10.00	\$ 15.00	\$ -
16	Golf Shop	Golf Cart 18 Holes (2 Riders)	\$ 2.00	\$ 24.00	\$ 26.00	\$ -
16	Golf Shop	Golf Cart Half 18 Holes	\$ 10.00	\$ 12.00	\$ 13.00	\$ -
16	Golf Shop	Golf Cart Single Rider 18 Holes	\$ 14.00	\$ 18.00	\$ 20.00	\$ -
16	Golf Shop	Golf Cart 9 Holes (2 Riders)	\$ 14.00	\$ 16.00	\$ 18.00	\$ -
16	Golf Shop	Golf Cart Half 9 Holes	\$ 7.00	\$ 8.00	\$ 9.00	\$ -
16	Golf Shop	Golf Cart Single Rider 9 Holes	\$ 8.00	\$ 10.00	\$ 12.00	\$ -
16	Golf Shop	Pull Cart 18 Holes	\$ 6.00	\$ 7.00	\$ 9.00	\$ -
16	Golf Shop	Pull Cart 9 Holes	\$ 5.00	\$ 6.00	\$ 9.00	\$ -
16	Golf Shop	Private Cart Trail Fees ANNUALLY	\$ 325.00	N/A	N/A	\$ -
16	Golf Shop	Private Cart Storage ANNUALLY	\$ 325.00	N/A	N/A	\$ -
16	Golf Shop	Golf Club Rental 18 Holes	\$ 10.00	\$ 12.00	\$ 18.00	\$ -
16	Golf Shop	Golf Club Rental 9 Holes	\$ 5.00	\$ 7.00	\$ 10.00	\$ -
16	Golf Shop	Range Balls Small Bucket	\$ 4.00	\$ 5.00	\$ 10.00	\$ -
16	Golf Shop	Range Balls Large Bucket	\$ 5.00	\$ 6.00	\$ 12.00	\$ -
17	Ranges, Lakes & Campgrounds.	Dry Campsite	\$ -	\$ 15.00	\$ 20.00	\$ -
17	Ranges, Lakes & Campgrounds.	Hookup Campsite- water & electrical, no sewer, satellite or cable (per day)	\$ 10.00	\$ 20.00	\$ 25.00	\$ 10.00

## Fee Schedule 2021-2022

Dept.	Location	Product / Service	21-22 Member Fees	21-22 Non-Member Fees w/ Member in attendance	21-22 Non-Member Fees with Guest pass / No Member in attendance	21-22 Recog. Group/Club Fees
17	Ranges, Lakes & Campgrounds.	Unauthorized Camping fine (as listed in BVSA Rules Article 5 sec.503, d)	\$ 20.00	\$25 for Dry Camp, \$30 for Hookup Site	\$30 for Dry Site \$35 for hookup	\$ -
17	Ranges, Lakes & Campgrounds.	Unauthorized Campfire (as listed in BVSA Rules Article 5 sec.504, b,2)	\$ 500.00	\$ 500.00	\$ 500.00	\$ -
17	Ranges, Lakes & Campgrounds.	Refundable Deposit for Campground Keys	\$ 10.00	\$ 20.00	\$ 25.00	\$ -
17	Ranges, Lakes & Campgrounds.	Lake Day Use Reserved area (per day)	\$ 30.00	\$ 40.00	\$ 60.00	\$ -
17	Ranges, Lakes & Campgrounds.	Facility Damage/Cleaning Deposit (Refundable)	1-100 people =\$100., 101-160 people =\$150., 161+ =\$200.	1-100 people =\$100., 101-160 people =\$150., 161+ =\$200.	1-100 people =\$100., 101-160 people =\$150., 161+ =\$200.	\$ -
17	Ranges, Lakes & Campgrounds.	Tent Canopy (20' x 30') per use (includes setup)	\$ 400.00	\$ 500.00	\$ 600.00	\$100 Set up fee
17	Ranges, Lakes & Campgrounds.	Tent Sides for all size tents tents (per side panel)	\$ 10.00	\$ 15.00	\$ 20.00	\$ 5.00
17	Ranges, Lakes & Campgrounds.	Tents with all four sides	Cost of permit	cost of permit =\$5	Cost of permit +\$10	Cost pf Permit
17	Ranges, Lakes & Campgrounds.	Tent Canopy (10' x 20') per use (includes setup)	\$ 200.00	\$ 300.00	\$ 400.00	\$50 set up fee
17	Ranges, Lakes & Campgrounds.	Fishing Permits (per day) over 15 yrs.	\$ -	\$ 8.00	\$ 15.00	\$ -
17	Ranges, Lakes & Campgrounds.	Fishing Rules Violation - 1st offense (per BVSA Rules Article8 section 801.h)	25 +	25+	25+	\$ -
17	Ranges, Lakes & Campgrounds.	Fishing Rules Violation - 2 nd offense	50+	50+	50+	\$ -
17	Ranges, Lakes & Campgrounds.	Boat Permits (annual fee)	\$ 5.00	\$ -	\$ -	\$ -
17	Ranges, Lakes & Campgrounds.	8 ft. Table Rental (ea.)	\$ 6.00	\$ 8.00	\$ 12.00	\$ -
17	Ranges, Lakes & Campgrounds.	5 ft. dia. Round Table	\$ 10.00	\$ 12.00	\$ 14.00	\$ -
17	Ranges, Lakes & Campgrounds.	Table Damage/Cleaning Deposit (fully refundable)	\$ 100.00	\$ 100.00	\$ 100.00	\$ -
17	Ranges, Lakes & Campgrounds.	Chair Rental (ea.)	\$ 0.75	\$ 1.00	\$ 2.00	\$ -
17	Ranges, Lakes & Campgrounds.	Chair Rental Deposit ( fully refundable when returned)	\$ 50.00	\$ 50.00	\$ 50.00	\$ -
17	Ranges, Lakes & Campgrounds.	Guest Fees at Range- adults	\$ -	\$ 10.00	\$ -	\$ -
17	Ranges, Lakes & Campgrounds.	Guest Fees at Range- children	\$ -	\$ 5.00	N/A	
17	Ranges, Lakes & Campgrounds.	Ear plugs & Safety Glasses	.50/\$2	.50/\$2	\$ -	\$ -
17	Ranges, Lakes & Campgrounds.	Fees for Clay Birds (targets at Trap)	\$15.00 Case	\$20.00 case	\$ -	\$ -
17	Ranges, Lakes & Campgrounds.	Lakes - electrical use	\$ 10.00	\$ 20.00	\$ 30.00	
17	Ranges, Lakes & Campgrounds.	Dog Identification Tag FINE	\$ 2.00	\$ 5.00	\$ 25.00	

## Fee Schedule 2021-2022

Dept.	Location	Product / Service	21-22 Member Fees	21-22 Non-Member Fees w/ Member in attendance	21-22 Non-Member Fees with Guest pass / No Member in attendance	21-22 Recog. Group/Club Fees
18	Equestrian Center	Tier 1 - Boarding Fees Main Barn (Monthly)	\$ 330.00	N/A	N/A	N/A
18	Equestrian Center	Tier 2 - Boarding Fees Main Barn (Monthly)	\$ 355.00	N/A	N/A	N/A
18	Equestrian Center	Tier 1 - Boarding Fees East Barn (Monthly)	\$ 300.00	N/A	N/A	N/A
18	Equestrian Center	Tier 2 - Boarding Fees East Barn (Monthly)	\$ 340.00	N/A	N/A	N/A
18	Equestrian Center	Boarding Fees Mare Motel (Daily) for Orchard Hay Includes Grounds Fee for non-members	\$ 15.00	N/A	N/A	N/A
18	Equestrian Center	Boarding Fees Mare Motel (Daily) Includes Grounds Fee for non-members	\$ 12.00	\$ 30.00	\$ 30.00	\$ -
18	Equestrian Center	Stall Shavings (Monthly)	\$ 145.00	N/A	N/A	N/A
18	Equestrian Center	Turnouts (2 hour maximum), each (For Boarders)	\$ 5.00	\$ -	\$ -	\$ -
18	Equestrian Center	Dispensing of Feed Supplements	\$1.00 per day or \$30.00 per month	\$ -	\$ -	\$ -
18	Equestrian Center	Blanketing	\$1.00 per day or \$30.00 per month	\$ -	\$ -	\$ -
18	Equestrian Center	Grounds Fees / Trail Fees (daily)	\$ -	\$ 10.00	\$ 10.00	\$ -
18	Equestrian Center	Campsites (per night)	\$ -	\$ 15.00	\$ 15.00	\$ -
18	Equestrian Center	Corrals - Does not include Grounds Fee	\$ -	\$ 5.00	\$ 5.00	\$ -
18	Equestrian Center	Service Provider Grounds Fee - Each time horse is brought in to ride own horses in BVS Arenas	\$ -	\$ 10.00	\$ -	\$ -
18	Equestrian Center	Service Provider (annual)	\$ 100.00	\$ 250.00	\$ -	\$ -
18	Equestrian Center	Equestrian Center Lounge Rental - Setup and Water Service Not Provided	\$25 (1-4 Hours) \$50 (5-8 Hours) \$75 Whole Day	\$50 (1-4 Hours) \$75 (5-8 Hours) \$100 Whole Day	\$100 (1-4 Hours) \$125 (5-8 Hours) \$150 Whole Day	\$ -
18	Equestrian Center	Equestrian Center Campground Kitchen	\$25 (1-4 hrs) \$50 (Whole day)	\$25 (1-4 Hours) \$50 Whole Day	\$50 (1-4 Hours) \$75 Whole Day	\$ -
18	Equestrian Center	Equestrian Center Mobil BBQ Trailer	\$25 (1-4 hrs) \$50 (Whole day)	\$25 (1-4 hrs) \$50 (Whole day)	\$50 (1-4 Hours) \$75 Whole Day	\$ -
18	Equestrian Center	Arena Rental - Main Arena (Outside Groups)	\$ -	\$ -	\$ 500.00	\$ -
18	Equestrian Center	Arena Rental - Lower Arena (outside Groups)	\$ -	\$ -	\$ 400.00	\$ -
18	Equestrian Center	Arena Rental - Dressage Arena (outside Groups)	\$ -	\$ -	\$ 400.00	\$ -

## Fee Schedule 2021-2022

Dept.	Location	Product / Service	21-22 Member Fees	21-22 Non-Member Fees w/ Member in attendance	21-22 Non-Member Fees with Guest pass / No Member in attendance	21-22 Recog. Group/Club Fees
19	Whiting Center	W/C Facility Area (Green Room, Meeting Room, Game Room, Gym, Picnic Area) Rental Set up and Water Service Not Provided	\$25 (1-4 Hours) \$50 (5-8 Hours) \$75 Whole Day	\$50 (1-4 Hours) \$75 (5-8 Hours) \$100 Whole Day	\$100 (1-4 Hours) \$125 (5-8 Hours) \$150 Whole Day	\$ -
19	Whiting Center	Service Provider (annual)	\$ 100.00		\$ 175.00	
19	Whiting Center	Facility/Room Damage / Cleaning Deposit	\$ 100.00	\$ 100.00	\$ 100.00	\$ -
19	Whiting Center	Sports Leagues - Late Fees	\$ 10.00	\$ 10.00	\$ 10.00	
19	Whiting Center	Sports Leagues- Hockey- 7 & up	\$ 75.00	\$ -	\$ 100.00	
19	Whiting Center	Sports Leagues- Hockey 6 and under Instructual League	\$ 55.00	\$ -	\$ 80.00	
19	Whiting Center	Sports Leagues- Baseball/Softball Camps	\$ 70.00	\$ -	\$ 95.00	
19	Whiting Center	Sports Leagues- Volleyball Camp	\$ 60.00	\$ -	\$ 85.00	
19	Whiting Center	Sports Leagues - Baseball/ Softball	\$ 85.00	\$ -	\$ 110.00	
19	Whiting Center	Sports Leagues - Soccer 7 & up	\$ 86.00		\$ 111.00	
19	Whiting Center	Sports Leagues- Soccer 6 and under Instructual League	\$ 55.00	\$ -	\$ 80.00	
19	Whiting Center	Sports Leagues - Fall Ball	\$ 45.00	\$ -	\$ 70.00	
19	Whiting Center	Sports Leagues - Basketball	\$ 87.50	\$ -	\$ 112.50	
19	Whiting Center	Sports Leagues - T - Ball	\$ 70.00	\$ -	\$ 95.00	
19	Whiting Center	Exercise Classes- drop in	\$ 5.00	\$5 + \$2 fee	\$10 + \$2 fee	\$ -
19	Whiting Center	Exercise Classes (monthly)	\$ -	\$ -	\$ -	
19	Whiting Center	Exercise Classes- Monthly guest Fee for Commercial Class	No Charge	\$ 10.00	\$ 10.00	\$ -
19	Whiting Center	Weight Room Adult Use Fee or class fee (non member)	No Charge	\$ 10.00	\$ 15.00	\$ -
19	Whiting Center	Guest Fee-Guests over age 9yrs	\$ -	\$ 2.00	\$ 10.00	\$ -
19	Whiting Center	Guest Fee-Guests over age 16yrs	\$ -	\$ 5.00	\$ 10.00	\$ -
21	Swimming Pool	Entrance / Use Fees (Guests 5-12yrs)		\$ 3.00	\$ 5.00	\$ -
21	Swimming Pool	Entrance / Use Fees (guests over 12yrs)		\$ 5.00	\$ 10.00	\$ -
21	Swimming Pool	Lap Swim (off-season monthly charge Oct 1 thru Memorial Day Wkend)	\$ 5.00	N/A	N/A	N/A
21	Swimming Pool	Swim Noodles	\$ 3.00	\$ 3.00	\$ 3.00	\$ -
21	Swimming Pool	Goggles	\$10.00-15.00	\$10.00-15.00	\$10.00-15.00	\$ -
21	Swimming Pool	Swim Diapers	\$ 2.00	\$ 2.00	\$ 2.00	\$ -
21	Swimming Pool	Water Aerobics Class with Instructor	month	Guest Fee	Guest Fee	\$ -
21	Swimming Pool	Swim lessons- Group Classes (2 weeks)	\$ -	\$ -	\$ -	\$ -
21	Swimming Pool	Swim lessons- Group Classes price break for additional children in same family	\$ -	\$ -	\$ -	\$ -
21	Swimming Pool	Swim Lessons - Private 1/2 hr. lesson with BVSA Lifeguards	\$ -	\$ -	\$ -	\$ -
21	Swimming Pool	Swim Team- Monthly Fee	\$ -	\$ -	\$ -	\$ -
21	Swimming Pool	additional swimmers from the same family.	\$ -	\$ -	\$ -	\$ -
21	Swimming Pool	Swim Team- Flat Fee for Competitive Season	\$ -	\$ -	\$ -	\$ -

## Fee Schedule 2021-2022

Dept.	Location	Product / Service	21-22 Member Fees	21-22 Non-Member Fees w/ Member in attendance	21-22 Non-Member Fees with Guest pass / No Member in attendance	21-22 Recog. Group/Club Fees
21	Swimming Pool	Swim Team- Monthly Fee Price break for additional swimmers from the same family for Competitive Season.	\$ -	\$ -	\$ -	\$ -
24	OTCC - Garden Room	Room Rental Fees, up to 49 persons NO Services Provided	\$25 Half business day \$50 Full business day	N/A	N/A	\$ -
24	OTCC	Refundable Deposit for Room Rental - Day Use	\$ 25.00	N/A	N/A	\$ -
24	OTCC - Reception Room	Room Rental Fees, 35- 99 persons	\$ 200.00	N/A	N/A	\$ -
24	OTCC - Reception Room	Room Rental Fees 100-169 Persons	\$ 350.00	N/A	N/A	\$ -
24	OTCC - Reception Room & Garden	Room Rental Fees, 75-124 persons (5 Hours)	\$ 300.00	N/A	N/A	\$ -
24	OTCC - Reception Room & Garden	Room Rental Fees, 125-200 persons (5 Hours)		N/A	N/A	\$ -
24	OTCC - Reception Room & Garden	Room Rental Fees, 125-200 persons (5 Hours)	\$ 400.00	N/A	N/A	\$ -
24	OTCC	Banquet Damage/Cleaning Deposit	\$ 250.00	N/A	N/A	\$ 250.00
24	OTCC	Room Rental Fees Reception Room (each additional hour) After 5 Hours	\$ 150.00	N/A	N/A	\$ 150.00
24	OTCC	Dance Floor Setup & Rental	\$ 150.00	N/A	N/A	\$ 150.00
24	OTCC	Banquet Tablecloth (each) - Member / Non Member	\$ 4.00	N/A	N/A	\$ 4.00
24	OTCC	Wine Corkage Charge (750ml)	\$ 6.00	N/A	N/A	\$ 6.00
24	OTCC	Wine Corkage Charge (1500ml)	\$ 10.00	N/A	N/A	\$ 10.00
24	OTCC	Bartender Charges	\$100 Up to 4 hours. \$20 per hour for each additional hour	N/A	N/A	\$100 Up to 4 hours. \$20 per hour for each additional hour
24	OTCC	Chef Attendent Fee	\$75 up to 2 hours	N/A	N/A	\$75 up to 2 hours
24	OTCC	Fairy Light Canopy Battery Charge	\$ 15.00	N/A	N/A	\$ 15.00
24	OTCC	Fairy Light Curtain each, 10ft (includes Battery's) (add only requires pip and drape and sheer)	\$ 10.00	N/A	N/A	\$ 10.00
24	OTCC	Wash Light Rental Each (Uplight)	\$ 3.00	N/A	N/A	\$ 3.00
24	OTCC	Pipe and Drape Rental per 10ft section	\$ 8.00	N/A	N/A	\$ 8.00
24	OTCC	Pipe and Drape Sheer per 10ft Section (add on only requires pipe and drape)	\$ 5.00	N/A	N/A	\$ 5.00
24	OTCC	Contracted Banquet Gratuity (service charge)	\$ 0.20	N/A	N/A	\$ 0.20
28	Tennis	Service Provider (annual)	\$ 100.00	\$ 175.00	\$ -	N/A
28	Tennis	Tennis Gazebo Rental (per day)	\$ 150.00	\$ 200.00	\$ 250.00	\$ -
28	Tennis	Tennis Gazebo -4 hour use.	\$ 25.00	\$ 50.00	\$ 75.00	\$ -

## Fee Schedule 2021-2022

Dept.	Location	Product / Service	21-22 Member Fees	21-22 Non-Member Fees w/ Member in attendance	21-22 Non-Member Fees with Guest pass / No Member in attendance	21-22 Recog. Group/Club Fees
28	Tennis	Purchase new tennis balls	\$ 3.00	\$ 4.00	\$ 4.00	N/A
28	Tennis	Ball Machine Rental (per hour)	\$ 10.00	\$ 15.00	\$ 20.00	\$ -
28	Tennis	League Fees / Guest Use	reg. fee	fee + \$20.00	fee +30	N/A
28	Tennis	Tournament Fees / Guest Use	reg. fee	fee + \$5.	fee + \$10.	\$ -
28	Tennis	Court Use Fees, non member, per day Tennis or Pickleball (3 Hour Maximum)	\$ -	\$ 5.00	\$ 20.00	N/A
28	Tennis	Court Use Fees, non member, Tennis or Pickleball per 8 Plays / Days	\$ -	\$ 35.00	\$ 45.00	N/A
28	Tennis	Pickle ball Equipment Rental	\$ 5.00	\$ 10.00	\$ 20.00	\$ -



**Mark your calendar...**

**The assessment for 2021-2022 Fiscal Year is due on July 1, 2021\***

**Look for your statement in the mail beginning in June**



The assessment amount is available in this Special Annual Disclosure issue of the Bear Tracks in May.

\*assessments are deemed to be late after July 31, 2021. Payment Information is also available at [BVSA.org](http://BVSA.org).