



Bear Valley Springs **Bear Tracks**

May 2025 (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!**

54th Annual Meeting and Election of Board of Directors
Saturday, June 14, 2025 – Whiting Center – 9:00 AM to 2:00 PM
Voting in Person is from 9:00 to 11:00 AM

DEADLINE FOR MAILED BALLOTS TO ARRIVE IS JUNE 13TH AT 4:00 PM

Soon, you will receive your election ballot in the mail. If you cannot attend the annual membership meeting to vote in person from 9:00 to 2:00 PM, please be sure to mail your ballot to the Inspector of Elections (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 not to 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

Bear Valley Springs Association
Notice of Candidates, June 14, 2025

The following candidates have submitted their names for the two open seats for the
BVSA Board of Directors, two-year term, 2025-2027

June Burcham, David Burchard, Andrei Karapetian, and Adam Rocke

Annual Membership Meeting and Election

An important date is approaching for homeowners, staff, and the Board of Directors. Please mark Saturday, June 14, 2025, 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 14, 2025, is the date of the 54th 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 to 2:00 PM to receive "in-person" ballots and to determine if a quorum has been achieved from the ballots previously mailed to the Inspector of Elections.

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

Annual Disclosure Documents - 2025

Donald Ciota, 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 the 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 explain 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 14, 2025**, is the date for the 54th Annual Meeting of the BVSA membership and election of Board of Directors, as per our governing documents (**9:00 AM to 2:00 PM**). This year, a Special Open Board Meeting will be conducted on the morning of the election, June 14, 2025, 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 to 2:00 PM 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 2025-26 fiscal year. Instead of distributing the entire 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 2025-26 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 2025-2026 fiscal year and future years, the BVSA Board of Directors and BVSA Staff have reviewed the Reserve Component database to determine and validate the current Reserve plan funding. For the 2023-2024 fiscal year, the BVSA Board contracted with a Reserve Specialist to review and verify the BVSA Reserve Component Study based on the Davis-Stirling Common Interest Development Act - California Civil Code §5550.

The Assessment and Reserve Funding Disclosure Summary (Civil Code §5570) is based on 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, the duration, and a statement as to the 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.

The 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 twelve (12) operating departments and categorized into "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/or 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 §5565

The plan has been adopted by the BVSA Board of Directors for the 2025-2026 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 - 2025

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 2025-2026 Budget and Assessment Summary

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

BVSA/BVCSD Park and Recreation Fund-2025

For the 2025-2026 Annual Assessment, BVSA is projecting the County Recreation Fund to be \$155,000.

Official Communications for the Association - Civil Code §5310

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

**Donald Ciota – General Manager, Bear Valley Springs Association
29541 Rolling Oak Drive, Tehachapi, CA 93561
661-827-5537, Extension 219, Fax Number: 661-821-5406**

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. The written request is 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 reasonable alternative method. This opt-out shall remain in effect until changed by the member.

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

Monetary Penalties Schedule - Civil Code §5850

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

Assessment Collection Policy

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

2025-2026 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 that 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) about 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 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 the completed form and return it 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 the Board of Directors’ meetings (which do 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 the member’s request and upon reimbursement of the 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 §5205, §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 outlined in Civil Code §4355, the Board must provide written notice of a proposed rule change to the members at least 28 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 28 days, the Board must meet to 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 the 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**. The 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 property changes. 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&Rs) Section 6 and 7, Environmental Control Committee Rules (ECC) Article II – Section 200-205, Article V – Section 500-512.

BVSA Fee Schedule 2025-2026

The Association annually provides its members with the updated BVSA Fee Schedule that applies to members, guests, and clubs. 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 the association (according to FASB Statement No. 5, Accounting for Contingencies), 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 members within 120 days after the close of each fiscal year as a Bear Tracks Supplemental edition.

Community Association Institute

Under the disclosure requirements of Business & Professions Codes Section 11500 – 11506, disclosure on an annual basis is required for Donald Ciota.

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.

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DISCLOSURE DOCUMENTS INDEX

Bear Valley Springs Association
- FY 2025-2026 Budget -

REVENUE/INCOME

Income	
30004 · Assessments Income	7,712,666.40
30004.1 Assessment Income- AB/Rollforward	846,491.16
30004.2 Assessments DA (Non-payers)	(386,640.00)
Total 30004 · Assessments Income	8,172,517.56
30099 · Income - Taxable Sales	
30100 · Operating - Taxable	
30100.1 · Food Sales	
30111 · Dining Room Food Sales	2,713,348.00
30112 · Banquet Food Sales	50,050.00
30100.1 · Food Sales - Other	1,480.00
Total 30100.1 · Food Sales	2,764,878.00
30100.2 · Merchandise Sales	44,500.00
30100 · Operating - Taxable - Other	(72,000.00)
Total 30100 · Operating - Taxable	2,737,378.00
30100.3 · Pool Merchandise	480.00
30100.4 · Whiting Center Merchandise	0.00
30101 · Liquor Sales - Taxable	259,004.00
30103 · Beer Sales	142,680.00
30104 · Wine Sales	98,832.00
30105 · Non Alcoholic Beverages	138,004.00
Total 30099 · Income - Taxable Sales	3,375,898.00
30199 · Income - Non Taxable Sales	0.00
30200 · Operating - Non Taxable	0.00
30201 · Snack Sales - Non Taxable	0.00
Total 30199 · Income - Non Taxable Sales	480.00
30203 · Instructional Fees - Out	0.00
30204 · Instructional Fees - In	0.00
30205 · Range Balls	26,600.00
30206 · Pull Car Rentals	270.00
30207 · Club Rentals	850.00
30210 · Private Cart Storage	2,600.00
30211 · Cart Rentals	89,200.00
30212 · Guest Fees	
30212.1 · Guest Fee Whiting Center	3,350.00
30212.2 · Guest Fee Pool	12,350.00
30212.3 · Guest Fee Tennis	0.00
30212.4 · Guest Fee Range	200.00
30212 · Guest Fees - Other	0.00
Total 30212 · Guest Fees	15,900.00
30215 · Golf Cart Trail Fees	40,875.00
30217 · Green Fees	96,300.00
30218 · Ranges - Campground Fees	6,000.00
30219 · Equipment Rental Income	1,000.00
30220 · Ground Maintenance	24,000.00
30226 · Show & Events Income	0.00
30227 · Event Income	
30227.1 · Event 4th of July	15,800.00
30227.2 · Event Halloween Carnival	1,500.00
30227.3 · Event Movie at the Lake	0.00
30227.4 · Event Pool	0.00
30227.5 · Event 5k Runs	1,400.00
30227.6 · Event Mountain Top Run	2,900.00
30227.7 · Event Gar-rummage Sale	3,450.00
30227.8 · Event Trial Events	0.00
30227.9 · Event Sizzling Summer Night	1,200.00
30227.A · Event Christmas Break Activities	600.00
30227.B · Event Easter Break Activities	1,200.00
30227.C · Event Parent & Me classes	0.00
30227.D · Event Cornhole	1,350.00
30227.E · Event Bunco	0.00
30227.F · Event Fishing Seminar	3,300.00
30227 · Event Income - Other	0.00
Total 30227 · Event Income	32,700.00
30229 · ADU Fee	2,360.00
30230 · Administrative Fees	84,650.00
30231 · Amenity Card Fees	6,000.00
30232 · Office Services	

Bear Valley Springs Association
- FY 2025-2026 Budget -

30233 · Service Provider	4,100.00
30234 · County Recreation Fund	155,000.00
30235 · Collection Fees	0.00
30236 · Golf irrigation Water Transfer Credit	0.00
30237 · Capital Project Labor Credit	182,595.48
30299 · Dog Park Tags	
30300 · Fishing & Boat Permits	3,200.00
30303 · Arena & Ground Fees	4,150.00
30304 · Cattle Board	2,450.00
30305 · Horse Board	219,600.00
30306 · Shavings	8,700.00
30307 · Turn-Out Fees	1,500.00
30308 · Supplements - equesterian	240.00
30309 · Feed - equesterian	0.00
30313 · Blanketing	600.00
30400 · Rental Facilitites	22,050.00
30495 · NSF Check Charges	0.00
30497 · Interest Income - Deferred	221.00
30499 · Dividend Income - Operating	0.00
30500 · Interest Income - Operating	20,000.00
30501 · Assmnt Int Serv Chg Penalty	
30501.1 · Penalties	120,000.00
30501.3 · Service Charge	132,000.00
Total 30501 · Assmnt Int Serv Chg Penalty	252,000.00
30505 · Miscellaneous Income	225.00
30600 · Reservations	
30600.1 · Reservations Cub Lake	1,090.00
30600.2 · Reservations 4-island	1,300.00
30600.3 · Reservations Whiting Center	1,210.00
30600.6 · Reservations Campgrounds	13,100.00
30600 · Reservations - Other	0.00
Total 30600 · Reservations	16,700.00
30601 · ECC Filing Fees	38,750.00
30602 · ECC Fines	11,700.00
30603 · Inspection Fees	6,000.00
30604 · ECC - Engineering Fees	150.00
30705 · Unclaimed Deposits	0.00
30800 · Sport League Fees	0.00
30801 · Youth Sports	
30801.1 · Youth Basketball	8,900.00
30801.2 · Youth Baseball	14,750.00
30801.3 · Youth Hockey	5,750.00
30801.4 · Youth Volleyball	0.00
30801.5 · Youth Camps	0.00
30801.6 · Youth Soccer	30,000.00
30801 · Youth Sports - Other	0.00
Total 30801 · Youth Sports	59,400.00
30802 · Adult Sports	0.00
30802.1 · Adult Basketball	0.00
30802.2 · Adult Softball	0.00
30802.3 · Adult Volleyball	0.00
Total 30802 · Adult Sports	0.00
30803 · Youth Programs	
30803.1 · Youth Program Lego Group	0.00
30803 · Youth Programs - Other	1,050.00
Total 30803 · Youth Programs	1,050.00
30805 · Pool Programs	
30805.3 · Pool Water Aerobics - Other	11,200.00
30805.A · Pool Water Aerobics Hot Tub	0.00
Total 30805.3 · Pool Water Aerobics	11,200.00
30805.4 · Pool Swim Team	23,100.00
30805.1 · Pool Group Swim Lessons	6,600.00
30805.2 · Pool Private Swim Lessons	5,600.00
30805.5 · Pool Life Guard Classes	4,200.00
30805.6 · Pool Off Season Swim	20,000.00
30805 · Pool Programs - Other	400.00
Total 30805 · Pool Programs	71,100.00
30808 · Tennis	
30808.4 · Tennis Camps	1,900.00

Bear Valley Springs Association
- FY 2025-2026 Budget -

30800 · Sport League Fees - Other	1,300.00
Total 30800 · Sport League Fees	134,750.00
38000 · Other Revenue Clearing	0.00
70013 · Returned Check Charges	1,440.00
Total Income	13,064,322.04

COST OF GOODS		Total
40100 · Purchases - Food & Other		947,706.84
40101 · Purchases - Liquor		32,415.50
40105 · Purchases - Snacks Non-Taxable		0.00
40106 · Purchases - Beer		37,008.00
40107 · Purchases - Wine		37,208.00
40108 · Purchases - Non-Alcoholic Bevg		36,495.00
40109 · Purchases - Pool Merchandise		400.00
40110 · Purchases -Merchandise		0.00
Total COGS		1,091,233.34
Gross Profit		11,973,088.70

EMPLOYEE EXPENSES		Total
50100 · Payroll Expenses		
50101 · Payroll expense - Hourly		3,377,134.38
50102 · Payroll Expense - Salaried		1,150,430.30
50103 · Payroll Expense - OVERTIME		41,030.00
50201 · Social Security		303,304.80
50202 · Medicare		70,989.96
50203 · FUI		15,964.64
50204 · CA SUI		20,515.76
50200 · Payroll Taxes - Other		0.00
50300 · Workers Compensation		119,306.52
50350 · Group Health Insurance		365,672.18
50400 · Retirement Contributions		87,209.40
50410 · Vacations Benefits		146,424.36
50420 · Employee Meals		18,600.00
Total 50100 · Payroll Expenses		5,716,582.30

EXPENSES		Total
50110 · Employee incentive Programs		41,150.00
50510 · First Aid		16,385.00
50512 · Drug Testing		180.00
50900 · Elections		26,200.00
51100 · Mileage & Vehicle Expense		71,595.00
51400 · Vehicle Allowances		0.00
51800 · Electricity		240,995.00
51900 · Natural Propane & Gas		127,655.00
52000 · Water - Potable		101,665.00
52001 · Sewer Fees		116,645.00
52002 · Water - Effluent		54,000.00
52003 · Water - Non-Potable		208,000.00
52100 · Trash		72,698.20
52200 · Telephone		37,466.00
52300 · Office Supplies		18,399.00
52400 · Minor Equipment & Tools		41,430.00
52500 · Licenses, Fees & Subs		63,010.88
52501 · Conference, Seminars & Training		10,150.00
52600 · Postage & Shipping		10,260.00
52801 · Committee Fees		900.00
52900 · Community Relations		9,835.00
52901 · Disaster Planning		200.00
52905 · Contingency Fund Expense		48,000.00
52910 · Employee Relations		20,440.00
53000 · Legal Fees		35,600.00
53001 · Golf Course Management Fees		749,292.00
53010 · Legal Settlements		0.00
53100 · Audit Services		21,200.00
53300 · Insurance-Liability/Umbrella		423,432.00
53301 · Travel		5,600.00

Bear Valley Springs Association
- FY 2025-2026 Budget -

53302 · Spoilage	2,100.00
53303 · Entertainment	28,050.00
53400 · Property Taxes - Possessory	9,600.00
53410 · Property Taxes - Unsecured	26,400.00
53600 · Advertising & Promotion	400.00
53700 · Collection Expense	0.00
53800 · Newsletter	13,000.00
54000 · Equipment Rental	26,215.92
54600 · Outside Services	245,586.00
54700 · Misc Expense	22,975.40
54710 · Payroll Services	27,000.00
54800 · Equipment Repair & Maintenance	30,310.00
54800.1 · Equipment Repair & Maintenance- Weight Room	5,100.00
54900 · Bad Debt	200,000.00
55001 · Chemicals	52,500.00
55003 · Sand & Gravel	29,775.00
55006 · Grass, Seeds & Sod	9,900.00
55200 · Maint Materials & Supplies	34,060.00
55201 · Horse Trail Maintenance	1,250.00
55300 · Janitorial Supplies	33,100.00
55004 · Flowers, Shrubs & Trees	2,400.00
55600 · Uniform Allowance	0.00
55700 · Pool Supplies	1,200.00
55900 · Non-Consummable Supplies	84,600.00
56000 · Cleaning Supplies	2,400.00
56100 · Construction Materials	5,400.00
56200 · Decorations	5,175.00
56300 · Glass/China/Silver Replacement	7,800.00
56400 · Linens, Uniforms & Mats	103,840.00
56800 · Bank Fees & Credit Card Charges	2,825.00
57001 · Feed & Supplements	67,200.00
57200 · Equipment Maintenance Agreement	8,489.84
57250 · Software Supplies & Services	26,100.00
57300 · Software & Upgrades	52,836.00
57400 · Stable Bedding	9,960.00
57600 · Shows & Events	750.00
57701 · Background Investigations	1,050.00
58200 · Craft Supplies	350.00
58300 · Recreational Supplies	11,850.00
58301 · Sports League Supplies	21,950.00
58302 · Event Expenses	29,880.00
58400 · Restock Lake	0.00
58501 · Lakes Maintenance	2,150.00
58800 · Cash Over/Short	240.00
59500 · Credit Card Commission	98,050.00
Total Expense	3,668,201.24
SUBSIDY/NET INCOME	2,340,305.16

52905 · Contingency Fund Expense	48,000.00
54900 · Bad Debt	200,000.00
Total	248,000.00
Reserve Contribution	1,493,814.00
Additional Reserve Contribution	846,491.16
Project Expense	234,036.00
Payroll Reimbursement	169,740.00
FINAL	(0.00)

BEAR VALLEY SPRINGS ASSOCIATION
2025-2026 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	\$ 357,661	\$ -	\$ 357,661	\$ 715,239	\$ 735,587	\$ 1,450,826	\$ (1,093,165)	18.7%
11	Maintenance	Facilities	\$ 182,595	\$ -	\$ 182,595	\$ 557,455	\$ 139,004	\$ 696,459	\$ (513,864)	8.8%
13	Environmental Control Committee & Rangers	Administration	\$ 66,035	\$ -	\$ 66,035	\$ 343,388	\$ 90,044	\$ 433,432	\$ (367,397)	6.3%
15	Mulligan Room	Food and Beverage	\$ 1,632,448	\$ 514,970	\$ 1,117,478	\$ 950,695	\$ 274,878	\$ 1,225,573	\$ (108,095)	1.9%
16	Golf Shop	Recreation	\$ 301,195	\$ 31,700	\$ 269,495	\$ 293,014	\$ 93,490	\$ 386,504	\$ (117,009)	2.0%
17	Trail Crew	Recreation	\$ -	\$ -	\$ -	\$ 111,201	\$ 17,746	\$ 128,947	\$ (128,947)	2.2%
18	Equestrian Center	Recreation	\$ 252,840	\$ -	\$ 252,840	\$ 374,081	\$ 204,266	\$ 578,347	\$ (325,507)	5.6%
19	Recreation	Recreation	\$ 368,210	\$ 1,550	\$ 366,660	\$ 762,872	\$ 614,007	\$ 1,376,879	\$ (1,010,219)	17.3%
20	Golf Maintenance	Recreation	\$ -	\$ -	\$ -	\$ -	\$ 781,968	\$ 781,968	\$ (781,968)	13.4%
24	OTCC - The Oaks Restaurant	Food and Beverage	\$ 1,706,820	\$ 543,013	\$ 1,163,807	\$ 1,302,417	\$ 444,824	\$ 1,747,241	\$ (583,434)	10.0%
26	Janitorial	Facilities	\$ -	\$ -	\$ -	\$ 306,220	\$ 51,461	\$ 357,681	\$ (357,681)	6.1%
30	Grounds	Facilities	\$ 24,000	\$ -	\$ 24,000	\$ -	\$ 468,926	\$ 468,926	\$ (444,926)	7.6%
FY 25-26 BUDGET TOTALS			\$ 4,891,804	\$ 1,091,233	\$ 3,800,571	\$ 5,716,582	\$ 3,916,201	\$ 9,632,783	\$ (5,832,213)	100.0%
FY 24-25 BUDGET TOTALS			\$ 4,065,630	\$ 1,021,918	\$ 3,043,712	\$ 5,216,744	\$ 3,740,237	\$ 8,956,981	\$ (5,913,270)	
FY 23-24 BUDGET TOTALS			\$ 3,912,266	\$ 1,011,505	\$ 2,900,761	\$ 5,026,351	\$ 3,656,651	\$ 8,683,002	\$ (5,782,242)	
FY 22-23 BUDGET TOTALS			\$ 3,255,670	\$ 800,433	\$ 2,455,237	\$ 4,820,900	\$ 3,183,526	\$ 8,082,426	\$ (5,627,190)	
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)	
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)	

Depreciation	Net Operating
\$ -	\$ (5,832,213)
\$ -	\$ (5,913,270)
\$ -	\$ (5,782,242)
\$ -	\$ (5,627,190)
\$ -	\$ (5,241,897)
\$ -	\$ (5,195,250)
\$ -	\$ (4,953,454)
\$ -	\$ (4,352,701)
\$ -	\$ (4,238,096)
\$ -	\$ (4,149,212)
\$ -	\$ (4,088,774)
\$ 347,592	\$ (4,018,676)
\$ 138,677	\$ (4,026,076)
\$ 83,644	\$ (3,842,873)
\$ 346,400	\$ (3,435,910)
\$ 291,937	\$ (3,450,857)
\$ 183,187	\$ (3,433,986)

Assessment and Reserve Funding Disclosure Summary
For the Fiscal Year Ending June 30, 2026
(As illustrated by California Civil Code Section 5570)

- (1) The regular assessment per ownership interest is **\$2,148.00** per year, of which approximately **\$615.11** 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, 2025</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 the 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 of 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 (6) with consideration of 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 after 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 the life expectancy of the components. The reserve study only includes items that the Association has a clear and express responsibility to maintain according 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:
Not Applicable	Not Applicable

- (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 "Reserve Expenses" 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 "Starting Reserve Balance" 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 "Starting Reserve Balance" column below), leaving the reserve at (see "Percent Funded" column below) percent funding. Note: The financial representations outlined 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 after-tax interest rate earned on reserve funds was **2.00%** per year, and the assumed long-term inflation rate to be applied to major component repair and replacement costs was **3.00%** per year.

Assessment and Reserve Funding Disclosure Summary
For the Fiscal Year Ending June 30, 2026
(As illustrated by California Civil Code Section 5570)

<u>2025-2026 Budget & Assessment Summary</u>	
OPEX (Operating Expenditures)	\$ 5,372,361
Special Assessment	\$ -
Reserve Contribution	\$ 2,340,305
Total OPEX: Reserve & Contingency	\$ 7,712,666
Less Estimated Anticipated Balance (AB):	\$ -
Surplus Accumulated Funds Roll forward	\$ 846,491.16
Total General Assessment	\$ 8,172,517
Number of Properties	3,592
General Assessment (Reserve & Contingency divided by Property):	\$ 2,148
One Time Special Assessment:	\$ -
Total 2025-26 Assessment per property	\$ 2,148
Assumption of Non-Paying properties	180
Total 2025-26 Allowance for Doubtful Account (Assumption of Non-Paying members)	\$ 386,640



30-Year Reserve Plan Summary

Report # 9776-1
Full

Fiscal Year Start: 2024

Interest:

2.00 %

Inflation:

3.00 %

Reserve Fund Strength: as-of Fiscal Year Start Date

Projected Reserve Balance Changes

Year	Starting Reserve Balance	Fully Funded Balance	Percent Funded		Special Assmt Risk	% Increase In Annual		Loan or Special Assmts	Interest Income	Reserve Expenses
						Reserve Funding	Reserve Funding			
2024	\$5,567,143	\$12,252,555	45.4 %		Medium	32.00 %	\$1,450,305	\$0	\$104,641	\$2,216,050
2025	\$4,906,039	\$11,532,824	42.5 %		Medium	3.00 %	\$1,493,814	\$0	\$86,374	\$2,747,371
2026	\$3,738,857	\$10,280,098	36.4 %		Medium	3.00 %	\$1,538,629	\$0	\$77,900	\$1,297,454
2027	\$4,057,932	\$10,520,136	38.6 %		Medium	3.00 %	\$1,584,787	\$0	\$78,612	\$1,911,278
2028	\$3,810,053	\$10,173,178	37.5 %		Medium	3.00 %	\$1,632,331	\$0	\$78,865	\$1,438,006
2029	\$4,083,242	\$10,342,462	39.5 %		Medium	3.00 %	\$1,681,301	\$0	\$74,186	\$2,496,902
2030	\$3,341,827	\$9,466,519	35.3 %		Medium	3.00 %	\$1,731,740	\$0	\$58,132	\$2,655,333
2031	\$2,476,365	\$8,442,681	29.3 %		High	3.00 %	\$1,783,692	\$0	\$56,979	\$1,090,529
2032	\$3,226,508	\$9,042,691	35.7 %		Medium	3.00 %	\$1,837,203	\$0	\$74,678	\$890,603
2033	\$4,247,786	\$9,910,726	42.9 %		Medium	3.00 %	\$1,892,319	\$0	\$91,168	\$1,354,355
2034	\$4,876,919	\$10,372,559	47.0 %		Medium	3.00 %	\$1,949,089	\$0	\$97,269	\$2,064,827
2035	\$4,858,450	\$10,163,245	47.8 %		Medium	3.00 %	\$2,007,561	\$0	\$97,048	\$2,108,327
2036	\$4,854,733	\$9,951,036	48.8 %		Medium	3.00 %	\$2,067,788	\$0	\$101,827	\$1,687,531
2037	\$5,336,818	\$10,215,514	52.2 %		Medium	3.00 %	\$2,129,822	\$0	\$121,799	\$734,781
2038	\$6,853,658	\$11,520,382	59.5 %		Medium	3.00 %	\$2,193,716	\$0	\$151,156	\$923,512
2039	\$8,275,018	\$12,722,661	65.0 %		Medium	3.00 %	\$2,259,528	\$0	\$175,201	\$1,449,533
2040	\$9,260,214	\$13,473,442	68.7 %		Medium	3.00 %	\$2,327,314	\$0	\$187,575	\$2,261,593
2041	\$9,513,509	\$13,466,188	70.6 %		Low	3.00 %	\$2,397,133	\$0	\$201,646	\$1,443,680
2042	\$10,668,609	\$14,358,707	74.3 %		Low	3.00 %	\$2,469,047	\$0	\$228,973	\$1,118,098
2043	\$12,248,531	\$15,672,616	78.2 %		Low	3.00 %	\$2,543,119	\$0	\$258,081	\$1,467,772
2044	\$13,581,959	\$16,726,822	81.2 %		Low	3.00 %	\$2,619,412	\$0	\$288,292	\$1,217,409
2045	\$15,272,254	\$18,133,403	84.2 %		Low	3.00 %	\$2,697,995	\$0	\$319,171	\$1,616,875
2046	\$16,672,545	\$19,235,493	86.7 %		Low	3.00 %	\$2,778,934	\$0	\$351,312	\$1,313,680
2047	\$18,489,111	\$20,749,640	89.1 %		Low	3.00 %	\$2,862,302	\$0	\$365,144	\$3,659,621
2048	\$18,056,936	\$19,961,597	90.5 %		Low	3.00 %	\$2,948,171	\$0	\$355,745	\$3,812,505
2049	\$17,548,347	\$19,063,209	92.1 %		Low	3.00 %	\$3,036,617	\$0	\$363,954	\$2,070,328
2050	\$18,878,590	\$20,005,202	94.4 %		Low	3.00 %	\$3,127,715	\$0	\$391,445	\$2,097,878
2051	\$20,299,872	\$21,022,153	96.6 %		Low	3.00 %	\$3,221,547	\$0	\$424,486	\$1,760,372
2052	\$22,185,533	\$22,494,574	98.6 %		Low	3.00 %	\$3,318,193	\$0	\$472,505	\$870,328
2053	\$25,105,904	\$25,007,560	100.4 %		Low	3.00 %	\$3,417,739	\$0	\$525,749	\$1,534,831


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 requests 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 reasonable alternative method. This opt-out shall remain in effect until changed by the member.

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

Detach Here

			Bear Valley Springs Association 29541 ROLLING OAK DRIVE, TEHACHAPI, CA 93561		
MEMBERSHIP LIST OPT-OUT REQUEST					
APPLICANT INFORMATION					
Name:			Tract/Lot:		
Email Address:			Street Address:		
PROPERTY ADDRESS					
Address:				Phone:	
City:		State:		ZIP Code:	
SECONDARY MAILING ADDRESS					
Address:				Phone:	
City:		State:		ZIP Code:	
OPT-OUT FROM:					
<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 OF 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 outlined 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 areas 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 before 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 the owner with 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 outlined 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 outlined 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 and on time. ([Section 5685](#) of the Civil Code)

MEETINGS AND PAYMENT PLANS

An owner of a separate interest that is not a timeshare 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 exist. ([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 to the payment plan standards of the association, if they exist. ([Section 5665](#) of the Civil Code)

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 the completed form and return it to the Association as indicated.

Detach Here

		Bear Valley Springs Association 29541 Rolling Oak Drive, Tehachapi, CA 93561	
PROPERTY OWNER INFORMATION CHANGE REQUEST			
APPLICANT INFORMATION			
Name:		Tract/Lot:	
Email Address:		Street Address:	
PRIMARY CONTACT ADDRESS			
Address:		Phone:	
City:	State:	ZIP Code:	
SECONDARY MAILING ADDRESS <i>SIGNATURE REQUIRED</i>			
Address:		Phone:	
City:	State:	ZIP Code:	
NOTES OR COMMENTS:			
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****			

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 D. Gray
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 before filing a lawsuit. The statute intends to promote a speedy and cost-effective resolution of such disputes, preserve community cohesiveness, and 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 property changes. 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.

Restated Covenants, Conditions, and Restrictions for Bear Valley Springs Association
(Starting on Page 4)

6. 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 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.

(Amended effective 3/15/12)

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)©]

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 aesthetically compatible 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/Accessory Dwelling Unit (ADU)/Junior Accessory Dwelling Unit (JADU)

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. An Accessory Dwelling Unit must include complete independent living facilities for one or more persons including facilities and permanent provision for living, sleeping, eating, cooking, and sanitation, as well as a separate entrance. A detached ADU is separated from the primary structure. It may be converted space in an existing accessory structure that is converted into an independent living unit. A JADU is a complete independent unit attached to the primary residence with all of the above independent living facilities. (Added and Restated 12/01/2021)**
- B. Guesthouse.**
One (1) accessory dwelling unit (ADU) and one (1) Junior Accessory Dwelling Unit (JADU) may be constructed or otherwise established on a legal residential lot.(restated 12/01/2021)
- C. Floor Area.**
The total floor area not to exceed the following:
Accessory Dwelling Unit-50% of primary residence or 1200 square feet whichever is greater.
Junior Accessory Dwelling Unit- up to 50% of primary residence floor area (minimum of 800 square feet). (restated 12/01/2021)

D. Requirements for ADU and JADU.

The ADU and/or JADU shall contain separate kitchen and bathroom facilities and have a separate entrance. (restated 12/01/2021)

E. Owner Occupancy of Principal Dwelling.

If a JADU is being constructed, owner occupancy on the lot is required. (restated 12/01/2021)

F. ADU and JADU Compliance with Development Standards.

The ADU and JADU 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. (restated 12/01/2021)

G. ADU and JADU 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.(restated 12/01/2021)

H. ADU Compatible with Principal Dwelling.

The ADU 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. (restated 12/01/2021)

I. Entrance of ADU and JADU.

The principal entrance to the guesthouse shall not be visible from the streets or roads.(restated 12/01/2021)

J. Kern County Permit Required for ADU and JADU.

No guesthouse may be constructed or otherwise established until an application has been submitted and approved by the Kern County Board of Zoning Adjustment for any ADU or JADU constructed after 2008. The ECC must receive a Certificate of Occupancy upon completion of construction. (restated 12/01/2021)

SECTION 202. Accessory Structures

A. No permanent 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. A permanent accessory structure is defined as a garage, work-shop, storage building, storage shed, barn, accessory dwelling unit, or other structure designed as a standalone, unattached building. Additionally, hot tubs, above-ground pools, and/or any playhouse or play structure cemented into the ground are considered permanent structures. Temporary structures including swing sets, trampolines, and small prefabricated play houses do not require a submittal, but must blend in with the natural surroundings, be maintained in good repair, and be orderly in appearance. (Amended 5/10/08; 12/15/11; 09/15/13; 01/15/14, 12/01/2021, 11/30/22)

B. Applications are required for construction of any permanent accessory structure, as well as additions made to accessory structures that have been previously approved. Permanent accessory structures may be required to include landscaping to mitigate the impact of the structure. Permanent structures must also follow Article 5. ECC Submittal and Approval Procedures, as well as Section 203 A. 1 through 4, and C. Detailed plans shall be submitted with each application. Submittals for structures or additions to current structures over one hundred twenty (120) square feet in area will require a deposit and fee according to the current BVSA fee schedule. The ECC requires the completed and signed "job card" from Kern County on all applications for inspection for any structure or addition over one hundred twenty (120) square feet in area in order to receive the completion refund. (Amended 10/15/05; 10/15/12; 04/15/18, 11/30/22)

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 dependent 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, with the exception of a Junior Accessory Dwelling Unit (JADU) as outlined in Section 201 and farm animal shelters as outlined in BVSA Rules Section 1901.f. (Added 5/10/08; Amended 10/15/11; 12/01/2021, 01/11/2022)
- 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** – Prior ECC approval is required for all POD / metal storage containers, tarp covered sheds/shelters/carports, or canopy shelters/buildings. Such containers are not allowed for permanent installation or storage. Duration that the container may be kept on your property will be decided on a case by case basis. (Amended 6/15/10; 07/10/18)

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: Lexington Insurance Company (Buildings/Contents – BVSA Owned)

Policy Limits: Building \$366,316/Business Income \$2,869,534 and Business Personal Property \$1,994,989.

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: June 15, 2024 Date Policy Ends: June 15, 2025

1a. PROPERTY INSURANCE

Name of Insurer: SDRMA (Buildings – CSD Owned)

Policy Limits: Building \$6,772,520

Date Policy Begins: July 1, 2022 Date Policy Ends: July 1, 2023

2. GENERAL LIABILITY / UMBRELLA

Name of Insurer: Lexington Insurance Company

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

Umbrella Coverage 1st Layer, if applicable: \$5,000,000 Carrier: National Union Fire

Umbrella Coverage 2nd Layer, if applicable: \$4,000,000 Carrier: Burlington Insurance Company

Umbrella Self-Insured Retention: \$10,000

Date Policy Begins: June 15, 2024 Date Policy Ends: June 15, 2025

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, 2024 Date Policy Ends: October 1, 2025

4. DIRECTORS AND OFFICER

Name of Insurer: RSUI Indemnity Company

Policy Limits: Directors and Officers (D & O) / Employment Practices Liability Shared Limit \$3,000,000; \$1,000,000 Additional D & O Side-A-Limit; Fiduciary Liability Shared Limit with D & O and EPL \$2,000,000

Amount of Retention: D & O \$50,000; EPL \$100,000; Fiduciary \$5,000; Prior and/or Pending Litigation Date: 11/11/2009

Date Policy Begins: October 1, 2024 Date Policy Ends: October 1, 2025

5. ACCIDENT INSURANCE

Name of Insurer: Gerber Life Insurance Co

Policy Limits: \$25,000 accident maximum

Amount of Deductible: \$100

Date Policy Begins: October 1, 2024 Date Policy Ends: October 1, 2025

6. CYBER INSURANCE

Name of Insurer: Houston Casualty Company

Policy Limits: Varies

Amount of Deductible: Varies

Date Policy Begins: November 11, 2024 Date Policy Ends: November 11, 2025

7. WORKERS COMPENSATION INSURANCE

Name of Insurer: Pacific Compensation Insurance Company

Date Policy Begins: June 30, 2024 Date Policy Ends: June 30, 2025

8. EQUINE INSURANCE

Name of Insurer: Great American Insurance Group

Policy Limits: General Liability \$2,000,000 General Aggregate; Care Custody and Control \$250,000 Annual Aggregate.

Date Policy Begins: July 11, 2022 Date Policy Ends: July 11, 2023

9. EARTHQUAKE INSURANCE

Name of Insurer: NONE

Policy Limits: _____

Amount of Deductible: _____

Date Policy Begins: _____

Date Policy Ends: _____

10. 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. 1.25/26

Re: BOARD RESOLUTION RE: EXHIBIT A -- 2025-2026 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 -- 2025 - 2026 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 2025-2026 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 -- 2025 - 2026 Statement of Policies and Practices for Collection of Delinquent Assessments and Enforcement of Liens reflecting the amount of annual general assessments payable for the 2025 - 2026 fiscal year ("2025 - 2026 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 4/7/2025 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 8, 2025

BEAR VALLEY SPRINGS ASSOCIATION
A California Nonprofit Mutual Benefit Corporation

By: Arita Bauer
Secretary

AMENDED & RESTATED

COLLECTION POLICY FOR

DELINQUENT ASSESSMENTS



BEAR VALLEY SPRINGS

ASSOCIATION

2025 - 2026

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 BY SUBMITTING A "RESTRICTIVE COVENANT MODIFICATION" FORM, TOGETHER WITH A COPY OF THE ATTACHED DOCUMENT WITH THE UNLAWFUL PROVISION REDACTED TO THE COUNTY RECORDER'S OFFICE. THE "RESTRICTIVE COVENANT MODIFICATION" FORM CAN BE OBTAINED FROM THE COUNTY RECORDER'S OFFICE AND MAY BE AVAILABLE ON ITS INTERNET WEBSITE. THE FORM MAY ALSO BE AVAILABLE FROM THE PARTY THAT PROVIDED YOU WITH THIS DOCUMENT. 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
2025-2026 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. 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: Assessment payments, made by VISA, Discover, MasterCard, American Express or cash will no longer be accepted in the office. Credit card payments must be made online at 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 \$1,134 for the 2-pay plan or \$577 for the 4-pay plan by no later than July 31, 2025. **IF YOU HAVE NOT REMITTED PAYMENT FOR THE 2-PAY PLAN OR THE 4-PAY PLAN ON OR BEFORE JULY 31, 2025, YOU WILL BE DEEMED TO HAVE SELECTED THE ONE LUMP-SUM PAYMENT OPTION OF \$2,148.**

The following calendar of proceedings and charges will be in effect for the 2025-2026 fiscal year:

July 1st	\$2,148.00 Annual Assessment levied.* Payable as \$2,148.00 or \$1,134.00 is payable per each payment under the two-payment plan which includes a \$60.00 service charge per payment. \$577.00 is payable per each payment under the four-payment plan which includes a \$40.00 service charge per payment.
July 31st	Deadline for receipt of assessment, either \$2,148.00 as single payment, or \$1,134.00 under the two payment plan, or \$577.00 under the four payment plan. Any assessment not paid by this date is delinquent.
August 1st	\$2,362.80 includes late fee. Late fee of ten percent (10%) \$214.80 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 31st** **\$577.00** second payment is due under the four payment plan which includes a \$40.00 service charge.
All second payments not received by this date are delinquent.
- September 1st** **\$630.70** includes late fee. Late fee of ten percent (10%) \$53.70 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 30th** **\$577.00** third payment is due under the four payment plan which includes a \$40.00 service charge.
All third payments not received by this date are delinquent.
- October 1st** **\$630.70** includes late fee. Late fee of ten percent (10%) \$53.70 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 31st** **\$577.00** fourth payment is due under the four payment plan which includes a \$40.00 service charge.
\$1,134.00 second payment is due under the two payment plan which includes a \$60.00 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 1st** **\$630.70** includes late fee. Late fee of ten percent (10%) \$53.70 will be added on all accounts.
\$1,241.40 includes late fee. Late fee of ten percent (10%) \$107.40 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.

*

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. An additional fee for legal expenses 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 of \$125.00. 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 \$100. 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. 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 fee 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 08/01/21)

VIOLATION OF BVSA RULES	
Animal violations, including but not limited to excessive number, possession of an animal not permitted under the Association Rules, no leash, excessive noise/barking, and 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	<u>\$2,000.00</u>
LACK OF ENVIRONMENTAL CONTROL COMMITTEE APPROVAL FOR:	
VIOLATION	FINE UP TO
Unapproved Grading Sec. 105. B.1. and Sec. 110	\$20,000.00
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	\$ 20,000.00
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 a permit, including an Occupation Permit or Yard Sale permit Sec. 103	\$500.00
VIOLATION OF ENVIRONMENTAL CONTROL COMMITTEE RULES OR BVSA RULES	
VIOLATION	FINE UP TO
Incomplete Construction Sec. 300. A and 301	\$5,000.00
Abandoned, inoperable, or junked vehicles Sec. 107A.	\$2,000.00
Recreational Vehicles BVSA Rules Article 16	\$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 are 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 the 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
Animal violations, including but not limited to excessive number, possession of an animal not permitted under the Association Rules, no leash, excessive noise/barking, and aggressive animal behavior. BVSA Rules Article 19	\$1,000.00
Absence of a trash bin/chemical toilet at the 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
Garage/Yard Sale Sec. 103. B.	\$500.00
Unscreened/improperly screened propane tank or propane tank screen in need of repair Sec. 102.B. and 120.C.1	\$500.00
Tarp-Unapproved color Sec. 109	\$500.00
Other violations: Any other violation not expressly stated	\$20,000.00

Fee Schedule 2025-2026

Dept.	Location	Product / Service	Member	Guest w/ Member	Non- Member Sponsored	Club Fees
ALL	Kept on File at the Association Office	Cleaning Deposit for Facility Rental of any Rentable area	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
ALL	Kept on File at the Association Office	Service Provider (annual)	\$ 250.00	\$ 300.00	\$ -	\$ -
10	BVSA Admin	Return Check / Bank Fee	\$ 50.00			
10	BVSA Admin	Unreturned Amenity Card	\$ 200.00	\$ -	\$ -	\$ -
10	BVSA Admin	Amenity Card Renter Deposit (Non Refundable)	\$ 175.00	\$ -	\$ -	\$ -
10	BVSA Admin	Amenity Card Renter Child (9-18 years old) Deposit (Non Refundable)	\$ 25.00	\$ -	\$ -	\$ -
10	BVSA Admin	Unreturned Amenity Card - Renter/Per card	\$ 200.00	\$ -	\$ -	\$ -
10	BVSA Admin	Renter/Tenant Amenity Card ADU Renter Yearly Fee (Prorated and then billed annually with Assessment)	\$560 per card/Per year	\$ -	\$ -	\$ -
10	BVSA Admin	Kid (9-18 year old) Renter/Tenant Amenity Card ADU Renter Yearly Fee (Prorated and then billed annually with Assessment)	\$120 per card/per year	\$ -	\$ -	\$ -
10	BVSA Admin	Lost Owner/Family or Renter Amenity Card	1st replacement \$10.00, 2nd replacement \$20.00, 3rd or more replacements \$50.00	\$ -	\$ -	\$ -
10	BVSA Admin	RFID Damage to Owner/Family or Renter Amenity Card (After 90 days) Replacement	1st replacement \$10.00, 2nd replacement \$20.00, 3rd or more replacements \$50.00	\$ -	\$ -	\$ -
10	BVSA Admin	Escrow Document Fee	\$ 150.00	\$ -	\$ -	\$ -
10	BVSA Admin	Escrow Document Rush Fee	\$ 200.00	\$ -	\$ -	\$ -
10	BVSA Admin	Escrow Demand for Defaulted Lot	\$ 200.00	\$ -	\$ -	\$ -
10	BVSA Admin	Escrow Transfer Fee	\$ 300.00	\$ -	\$ -	\$ -
10	BVSA Admin	Service Fee for Assessment Split Payment Plan	\$ 150.00	\$ -	\$ -	\$ -
10	BVSA Admin	Service Fee for Assessment 4 pay Payment Plan	\$ 200.00	\$ -	\$ -	\$ -
10	BVSA Admin	Assessment Late Fee (10% one time fee of amount in arrears) All payment options	TBD Based on Annual Assessment	\$ -	\$ -	\$ -
10/13	BVSA Admin/ ECC	Violation /Admin fee	\$ 75.00			
13	ECC	New Construction Deposit - New Home (Non refundable portion \$2,500)	\$ 7,500.00			
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 \$300.00)	\$ 750.00			
13	ECC	Resubmittal fee (Once a submittal has expired)	\$ 100.00			
13	ECC	Garage Sale Fee (\$30.00 non refundable portion)	\$ 50.00			
13	ECC	Yard Sale Sign (Lost, Damage or Replacement sign fee)	\$ 200.00			
13	ECC	Sympathetic Approval by ECC Committee- Accessory Structure/Other	\$ 500.00			
13	ECC	Sympathetic Approval by ECC Committee- New Home/ADU	\$ 1,000.00			
13	ECC	Occupation Permits (Annual)	\$ 75.00			
13	ECC	Photo Copier Services	\$.50/page for Color; \$.20/page for B&W or scanning			
13	ECC	Incoming or Outgoing Fax	\$1 per page			
13	ECC	Construction Drawings (24x24)	7.50 per page			
13	ECC	E-Size Construction Drawings (pdf)	\$2.00 per page.			
13	ECC	Escrow Transfer Fee	\$ 75.00			
13	ECC	Motion Picture Authorization	\$325 / Day			
15	Mulligan Room Patio	Beverage Cart Attendant Charge	\$ 200.00	\$ 200.00	N/A	\$ 200.00
16	Golf Shop	Golf Lessons (per 30 mins)	\$ 50.00	\$ 50.00	\$ 50.00	
16	Golf Shop	Golf Course Rental (Outside Groups)	\$ -	\$2,500 Per day	\$2,500 Per day	
16	Golf Shop	Green Fees 18 Holes Weekday	\$ -	\$ 40.00	\$ 50.00	
16	Golf Shop	Green Fees 18 Holes Weekend / Holiday	\$ -	\$ 45.00	\$ 55.00	
16	Golf Shop	Green Fees 18 Holes Junior (17 and Under)	\$ -	\$ 25.00	\$ 30.00	
16	Golf Shop	Green Fees 9 Holes Weekday	\$ -	\$ 30.00	\$ 40.00	
16	Golf Shop	Green Fees 9 Holes Weekend / Holiday	\$ -	\$ 35.00	\$ 45.00	
16	Golf Shop	Green Fees 9 Holes Junior (17 and Under)	\$ -	\$ 20.00	\$ 25.00	
16	Golf Shop	Golf Cart Fee per person 18 holes	\$ 15.00	\$ 20.00	\$ 25.00	\$ 15.00
16	Golf Shop	Golf Cart Fee per person 9 Holes	\$ 8.00	\$ 10.00	\$ 20.00	\$ 8.00
16	Golf Shop	Pull Cart 18 Holes	\$ 5.00	\$ 6.00	\$ 8.00	\$ 5.00
16	Golf Shop	Pull Cart 9 Holes	\$ 5.00	\$ 6.00	\$ 8.00	\$ 5.00
16	Golf Shop	Private Cart Trail Fees ANNUALLY	\$ 400.00	\$ -	\$ -	\$ -
16	Golf Shop	Private Cart Storage ANNUALLY	\$ 400.00	\$ -	\$ -	\$ -
16	Golf Shop	Recreation Cart Annual Fee ANNUALLY	\$ 75.00			
16	Golf Shop	Golf Club Rental 18 holes	\$ 15.00	\$ 20.00	\$ 25.00	\$ 15.00
16	Golf Shop	Golf Club Rental 9 holes	\$ 6.00	\$ 8.00	\$ 10.00	\$ 6.00
16	Golf Shop	Range Balls Small Bucket	\$ 8.00	\$ 10.00	\$ 13.00	\$ 8.00
16	Golf Shop	Range Balls Large Bucket	\$ 9.00	\$ 11.00	\$ 13.00	\$ 9.00
18	Equestrian Center	Tier 1 - Boarding Fees Main Barn (Monthly)	\$ 500.00			
18	Equestrian Center	Tier 2 - Boarding Fees Main Barn (Monthly)	\$ 535.00			
18	Equestrian Center	Tier 1 - Boarding Fees East Barn (Monthly)	\$ 465.00			
18	Equestrian Center	Tier 2 - Boarding Fees East Barn (Monthly)	\$ 500.00			
18	Equestrian Center	Boarding Fees Mare Motel (Daily) for Orchard Hay Includes Grounds Fee for non-members	\$ 25.00			
18	Equestrian Center	Boarding Fees Mare Motel (Daily) Includes Grounds Fee for non-members	\$ 25.00	\$ 50.00	\$ 50.00	
18	Equestrian Center	Board Billing Late Fee	10% of remaining balance			

Fee Schedule 2025-2026

Dept.	Location	Product / Service	Member	Guest w/ Member	Non- Member Sponsored	Club Fees
18	Equestrian Center	Stall Shavings (Monthly)	\$ 210.00			
18	Equestrian Center	Turnouts (2 hour maximum), each (For Boarders)	\$ 10.50			
18	Equestrian Center	Turnouts (2 hour maximum) Tier 1- (1-2 times per week) (Monthly)	\$ 47.25			
18	Equestrian Center	Turnouts (2 hour maximum) Tier 2- (3-5 times per week) (Monthly)	\$ 110.00			
18	Equestrian Center	Dispursing of Feed Supplements	\$5.00 per day \$50 per month	\$ -	\$ -	\$ -
18	Equestrian Center	Blanketing	\$5.00 per day \$50 per month	\$ -	\$ -	\$ -
18	Equestrian Center	Grounds Fees / Trail Fees (daily)	\$ -	\$ 15.00	\$ 15.00	\$ -
18	Equestrian Center	Campsites (per night)	\$ -	\$ 25.00	\$ 25.00	\$ 15.00
18	Equestrian Center	Corrals - Does not include Grounds Fee	\$ -	\$ 10.00	\$ 10.00	
18	Equestrian Center	Service Provider Grounds Fee - Each time horse is brought in to ride own horses in BVS Arenas	\$ -	\$ 15.00	\$ -	\$ -
18	Equestrian Center	Equestrian Center Lounge Rental - Setup and Water Service Not Provided	\$50 (1-4 Hours) \$75 (5-8 Hours) \$100 Whole Day	\$50 (1-4 Hours) \$75 (5-8 Hours) \$100 Whole Day	\$100 (1-4 Hours) \$125 (5-8 Hours) \$150 Whole Day	\$50 (1-4 Hours) \$75 (5-8 Hours) \$100 Whole Day
18	Equestrian Center	Equestrian Center Campground Kitchen	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
18	Equestrian Center	Equestrian Center Mobil BBQ Trailer	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
18	Equestrian Center	Arena Rental (Per Arena)	\$ 150.00	\$ -	\$ -	\$ 150.00
18	Equestrian Center	Arena Rental - Main Arena (Outside Groups)			\$ 500.00	\$ 500.00
18	Equestrian Center	Arena Rental - Lower Arena (outside Groups)	\$ -	\$ -	\$ 500.00	\$ 500.00
18	Equestrian Center	Arena Rental - Dressage Arena (outside Groups)	\$ -	\$ -	\$ 500.00	\$ 500.00
18	Equestrian Center	Areana Grooming and Water Fee	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
18	Equestrian Center	Additional Feed charge 1 Flake/2 Flakes per day Orchard	\$30/\$120 per month	\$ -	\$ -	\$ -
18	Equestrian Center	Additional Feed charge 1 Flake/2 Flakes per day Alfalfa or Bermuda	\$50/\$100 per month	\$ -	\$ -	\$ -
18	Equestrian Center	Additional Shavings (Per bag)	\$ 18.00	\$ -	\$ -	\$ -
18	Equestrian Center	Cattle Board	\$1.25 per head per day	\$ -	\$ -	\$1.25 per head per day
19	Ranges, Lakes & Campgrounds.	Dry Campsite	\$ -	\$ 25.00	\$ 25.00	\$ 15.00
19	Ranges, Lakes & Campgrounds.	Hookup Campsite- water & electrical, no sewer, satellite or cable (per day)	\$ 30.00	\$ 50.00	\$ 60.00	\$ 15.00
18/19	Equestrian, Ranges, Lakes, & Campgrounds.	Unauthorized Camping fine (as listed in BVSA Rules Article 5 sec.503, d) (per day)	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
19	Ranges, Lakes & Campgrounds.	Unauthorized Campfire (as listed in BVSA Rules Article 5 sec.504, b,2)	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
19	Ranges, Lakes & Campgrounds.	Lake Day Use Reserved area (per day)	\$ 30.00	\$ 40.00	\$ 60.00	\$ 30.00
19	Ranges, Lakes & Campgrounds.	All Lake Reserved Areas -Weddings & Large Venues(Cub A,B,C,D) (4-Is A,B,C,&D)	\$ 200.00	\$ 300.00	\$ 350.00	\$ 200.00
19	Ranges, Lakes & Campgrounds.	Fishing Permits (Year) 16 yrs and older.	\$ -	\$ 60.00	\$ 75.00	\$ -
19	Ranges, Lakes & Campgrounds.	Fishing Permits (per day) 16yrs and older.	\$ -	\$ 10.00	\$ 15.00	\$ -
19	Ranges, Lakes & Campgrounds.	Fishing Rules Violation - 1st offense (per BVSA Rules)	25 +	25+	25+	\$ -
19	Ranges, Lakes & Campgrounds.	Fishing Rules Violation - 2 nd offense	50+	50+	50+	\$ -
19	Ranges, Lakes & Campgrounds.	Boat Permits (annual fee per boat)	\$ 5.00	\$ -	\$ -	\$ -
19	Ranges, Lakes & Campgrounds.	8 ft. Table Rental (ea.)	\$ 6.00	\$ 8.00	\$ 12.00	\$ 6.00
19	Ranges, Lakes & Campgrounds.	5 ft. dia. Round Table	\$ 10.00	\$ 12.00	\$ 14.00	\$ 10.00
19	Ranges, Lakes & Campgrounds.	Table Damage/Cleaning Deposit (fully refundable)	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
19	Ranges, Lakes & Campgrounds.	Chair Rental (ea.)	\$ 1.00	\$ 1.00	\$ 2.00	\$ 1.00
19	Ranges, Lakes & Campgrounds.	Chair Rental Deposit (fully refundable when returned)	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
19	Ranges, Lakes & Campgrounds.	Guest Fees at Range (Adult & Child)	\$ -	\$ 10.00	\$ -	\$ -
19	Ranges, Lakes & Campgrounds.	Lakes - electrical use	\$ 30.00	\$ 40.00	\$ 50.00	\$ 30.00
19	Recreation / Whiting Center	W/C Facility Per Area (Green Room, Meeting Room, Game Room, Picnic Area) Rental Set up and Water Service Not Provided	\$50(1-4 Hours) \$75 (5-8 Hours) \$100 Whole Day	\$50 (1-4 Hours) \$75 (5-8 Hours) \$100 Whole Day	\$100 (1-4 Hours) \$125 (5-8 Hours) \$150 Whole Day	\$50(1-4 Hours) \$75 (5-8 Hours) \$100 Whole Day
19	Recreation / Whiting Center	Sports Leagues - Late Fees	\$ 15.00	\$ 30.00	\$ 30.00	\$ -
19	Recreation / Whiting Center	Sports Leagues- Hockey- 7 & up	\$ 90.00		\$ 120.00	
19	Recreation / Whiting Center	Sports Leagues- Hockey 6 and under Instructual League	\$ 75.00		\$ 100.00	
19	Recreation / Whiting Center	Sports Leagues- Baseball/Softball Camps	\$ 95.00	\$ -	\$ 120.00	\$ -
19	Recreation / Whiting Center	Sports Leagues- Volleyball Camp	\$ 60.00	\$ -	\$ 85.00	\$ -
19	Recreation / Whiting Center	Sports Leagues - Baseball/ Softball	\$ 90.00	\$ -	\$ 120.00	\$ -
19	Recreation / Whiting Center	Sports Leagues - Soccer 7 & up	\$ 150.00		\$ 180.00	\$ -
19	Recreation / Whiting Center	Sports Leagues- Soccer 6 and under Instructual League	\$ 100.00		\$ 125.00	
19	Recreation / Whiting Center	Sports Leagues - Basketball	\$ 100.00	\$ -	\$ 120.00	\$ -
19	Recreation / Whiting Center	Sports Leagues - T - Ball	\$ 85.00		\$ 110.00	
19	Recreation / Whiting Center	Exercise Classes- drop in	\$ -	\$ 5.00	\$ 10.00	\$ -
19	Recreation / Whiting Center	Exercise Classes- Monthly guest Fee for Commercial Class	\$ -	\$ 10.00	\$ 10.00	\$ -
19	Recreation / Whiting Center	Weight Room Adult Use Fee or class fee (non member)	\$ -	\$ 10.00	\$ 15.00	\$ -
19	Recreation / Whiting Center	Guest Fee-Guests over age 9yrs	\$ -	\$ 2.00	\$ 10.00	\$ -
19	Recreation / Whiting Center	Guest Fee-Guests over age 16yrs	\$ -	\$ 5.00	\$ 10.00	\$ -
19	Recreation / Racket Sports	Racquet Pavillian Rental (per day)	\$ 150.00	\$ 200.00	\$ 250.00	\$ 150.00
19	Recreation / Racket Sports	Racquet Pavillian -4 hour use.	\$ 30.00	\$ -	\$ -	\$ 30.00
19	Recreation / Racket Sports	League Fees / Guest Use	Reg. fee	Fee + monthly pass	Fee + monthly pass	\$ -
19	Recreation / Racket Sports	Tournament Fees / Guest Use	Reg. fee	Fee + \$5.	Fee + \$10.	\$ -
19	Recreation / Racket Sports	Court Use Fees, non member, per day Tennis or Pickleball (3 Hour Maximum)	\$ -	\$ 5.00	\$ 20.00	\$ -
19	Recreation / Racket Sports	Court Use Fees, non member, Tennis or Pickleball per 8 Plays / Days	\$ -	\$ 40.00	\$ 50.00	\$ -
19	Recreation / Swimming Pool	Pool Entrance / Use Fees (Guests 5yrs and older)	\$ -	\$ 5.00	\$ -	\$ -
19	Recreation / Swimming Pool	Lap Swim (off-season Club Fee)	\$ -	\$ 5.00	\$ -	\$ 20,000.00
19	Recreation / Swimming Pool	Water Aerobics Class with Instructor	\$5 drop in/\$40 monthly fee	\$5 drop in + \$5 guest fee/\$100 for Monthly	N/A	N/A

Fee Schedule 2025-2026

Dept.	Location	Product / Service	Member	Guest w/ Member	Non- Member Sponsored	Club Fees
19	Recreation / Swimming Pool	Swim lessons- Group Classes (2 weeks)	\$ 60.00	\$ 85.00		
19	Recreation / Swimming Pool	Swim lessons- Group Classes price break for additional children in same family	\$ 55.00	\$ 85.00		
19	Recreation / Swimming Pool	Swim Lessons - Private 1/2 hr. lesson with BVSA Lifeguards	\$ 30.00	\$ 60.00	\$ -	\$ -
19	Recreation / Swimming Pool	Swim Team- Monthly Fee	\$ 75.00	\$ -	\$ 110.00	\$ -
19	Recreation / Swimming Pool	Swim Team- Monthly Fee Price break for additional swimmers from the same family.	\$ 65.00	\$ -	\$ -	\$ -
24	OTCC - Garden Room	Garden Room Rental Fees	\$50(1-4 Hours) \$75 (5-8 Hours) \$100 Whole Day	\$50 (1-4 Hours) \$75 (5-8 Hours) \$100 Whole Day	\$100 (1-4 Hours) \$125 (5-8 Hours) \$150 Whole Day	\$50(1-4 Hours) \$75 (5-8 Hours) \$100 Whole Day
24	OTCC - Reception Room & Garden Room	Reception Room & Garden Room Fees	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
24	OTCC	Room Rental Fees Reception Room (each additional hour) After 5 Hours	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
24	OTCC	Event Set up for recognized clubs (\$50 for 1-50ppl, \$100 for 51-100ppl & \$125 for 101+)	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00
24	OTCC	Dance Floor Setup & Rental	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
24	OTCC	Fairy Light Canopy Battery Charge	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
24	OTCC	Pipe & Drape	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00
24	OTCC	Back Lighting	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
24	OTCC	Banquet Tablecloth each - Member / Non Member (6 or 8ft)	\$ 10.00	\$ 12.00	\$ 12.00	\$ 10.00
24	OTCC	Bar Attendant	\$250 Up to 4 hours. \$20 per hour for each additional hour	\$250 Up to 4 hours. \$20 per hour for each additional hour	\$250 Up to 4 hours. \$20 per hour for each additional hour	\$250 Up to 4 hours. \$20 per hour for each additional hour
24	OTCC	Contracted Banquet Gratuity (service charge)	20%	20%	20%	20%
24	OTCC	TV Rental	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00



Mark your calendar...

The assessment for the 2025-2026 Fiscal Year is due on *July 1, 2025**

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, 2025.*

Payment Information is also available at BVSA.org under Administration/Payments
Select Make a Payment



Scan the QR code to view
the Website BVSA.org