



Rules, Regulations, and Schedule of Fees

2014 SSA Excessive Water use Policy and Billing Schedule

Whereas SSA is in the business of being a mutual water company,

Whereas SSA buys water from CCWD,

Whereas CCWD has implemented a tiered water rate schedule to charge excessive water users with higher rates.

Whereas water conservation is of the highest priority to both CCWD and SSA,

Whereas SSA has implemented an every other month water meter reading program, weather permitting,

Whereas the SSA Water Committee and Board of Directors have defined excessive water use as greater than 30 cubic feet (225) gallons per day,

Whereas a number of cabin owners allow leaks to occur in pipes of their responsibility and a small number of cabins are using water for irrigation

And whereas the CC&Rs for SSA under Section 4.02 © state: “The association shall be entitled to implement and impose a tiered structure for water use, which may exempt unimproved and equitably allocate water use charges among those lots receiving water service”.

Be it resolved that effective September 1, 2014, SSA full members and users of water during billing cycles in excess of an average of 30 cubic feet (225) gallons per day per connection will be billed at the current rate being charged by CCWD per 100 cubic feet for usages greater than 30 cubic feet per day during the billing cycle. Water users of less than 30 cubic feet per day will not be billed and will continue to share the cost of water with all other low water users. Unaccountable water consumed by SSA will continue to be shared among users. The three association members of SSA will continue to be individually billed for all of their water used.

Excessive water users will be billed for excessive water use on an every other month basis, weather permitting, and will be billed an additional billing charge of \$10.00 to cover processing costs.

Water rates established in the policy will be amended as necessary to track changes applied to SSA by CCWD as long as SSA buys water from CCWD.

The SSA Board of Directors will initiate an appeals process for any SSA member needing special consideration. The SSA board of Directors will hear and discuss individual appeals at their regular meetings.

2. Damage to SSA property and/or equipment

All damage to SSA properties, building, recreational facilities, water delivery system or other will result in the person or persons responsible being liable for the cost of repairing all damaged property and a fee consistent with the Schedule of Fees as an administrative cost.

3. Approval for digging

Before digging owners are required to contact the SSA manager to learn of any subterranean SSA infrastructure that may be damaged or compromised by digging or construction. It is also recommended to contact all utilities that have subterranean assets in the area to insure they are not damaged or compromised.

Failure to obtain information before digging may result in a fee consistent with that listed in the Schedule of Fees and a liability to cover all damage and costs incurred by SSA to repair the damage and any SSA liability, such as, but not limited to, with contaminated water supplies.

4. Lake Rules

1. Snowshoe Lake and recreation areas are for the exclusive use of Snowshoe Springs' owners and guests. No other persons are authorized to use them, nor are they permitted on common areas owned by SSA, Inc.
2. All SSA Members are required to sign in with the Lake Monitor. Children under 10 years of age must be supervised by an adult.
3. Unaccompanied guests of Members must sign in with the Lake Monitor.
4. **DOGS ARE PROHIBITED** from the Lake area at all times with the exception of service dogs.
5. No large or hard type floatation gear or boats are permitted in the swimming areas.
6. Radios and music devices are to be confined to headsets.
7. Vigorous ball games or activities are not allowed in the beach area.
8. Fishing is limited to children under the age of 13. No fishing is allowed in the swimming areas or the fish nesting areas.
9. Injury, harassment, or removal of pollywogs, ducks or other animals/fowl from the Lake area is not permitted.
10. No firearms, slingshots, BB guns/pellet guns are allowed on SSA common property.

11. A comfort station is provided and must be used to protect Lake Users from bacteria.
12. The BBQ grills are to be used for fires/cooking. No campfires allowed.

THE LAKE MONITOR IS NOT A LIFEGUARD and cannot be used as a child sitter, phone answering service or law enforcement. The Lake Monitor is authorized by the Board to enforce all rules. Members are encouraged to lend support to the Lake Monitor as needed, to use good judgment and to avoid confrontation.

These rules are based on common sense to encourage consideration toward others. The Lake area, shelter, Gazebo, telephone, etc. are for everyone's use and enjoyment. Please care and protect them from abuse. Remember, this Lake belongs to you as a SSA Member.

We wish you and your family an enjoyable summer season at our most beautiful Lake and recreation area.

5. Architectural Review

All changes to structures, homes and outbuildings, must obtain an Architectural Review from SSA Board of Directors. Members must obtain all pertinent permits and comply with all building regulations. There is no cost for a review.

APPLICATION FOR ARCHITECTURAL REVIEW

Home Owners NAME: _____

NAME LOT # _____

PROPERTY ADDRESS _____

MAILING ADDRESS (if different) _____

HOME PHONE WORK PHONE FAX # _____

Applicant agrees and understands that the application does not fulfill all of the requirements for an approval. In addition to this completed "Application for Architectural Review," the applicant must submit one (1) set of plans and specifications showing the nature, kind, shape, height, materials and locations of the proposed architectural alteration. It is understood by the applicant that the submission must be in writing. Additional information may be required as deemed necessary to make a decision. For custom home approvals, material samples are required to be submitted. Until all information is submitted, the application will be deemed to be incomplete, and the application will stand unapproved.

Applicant agrees and understands that, in the event the modification is approved, "special conditions" of construction and maintenance on the approved work may be imposed. Any special conditions shall be attached, and be a part of the approval. Any deviation from the approved plans specifications or special conditions, shall cause the permit to terminate and become null and void.

Applicant understands that all necessary permits and approvals from municipalities or other jurisdictions are the sole responsibility of the applicant, and that approval of this application is subject to the applicant receiving all such necessary permits and approvals.

DESCRIPTION OF PROPOSED PLAN OR MODIFICATION

Please attach one (1) set of plans or drawings, a plot plan, the name, address and phone number of your contractor(s) or supplier(s). **Drawings should be no larger than 11" x 17".**

Applicant agrees to the foregoing conditions.

SIGNATURE _____

DATE _____



FOR OFFICE USE:

Date plans received /_____/_____/_____

Plans approved: yes no Signature: Date /_____/_____/_____

Date plans returned to Homeowner /_____/_____/_____

SNOWSHOE SPRINGS ASSOCIATION BOARD POLICY CONCERNING COLLECTIONS. LIENS AND FORECLOSURES

The following is the board policy for Snowshoe Springs Association regarding collections, liens and foreclosures for nonpayment of any and all amounts due the association from members of the association.

BILLING:

- (a) Annual dues and assessments are billed on April 1 of each year.
- (b) Annual dues and assessments are due on June 1 of each year. Amounts due after June 1 are delinquent.
- (c) Bills will be sent to delinquent members on the first of each month. Delinquent bills will be charged a monthly service charge to be set by the board. The current charge is \$7.00 per month.
- (d) Any other amounts or charges (i.e. fines) will be billed and due as determined by the board.

LIEN PROCEDURES:

- (a) On October 1 delinquent accounts will be sent the standard letter advising them of the association's intent to lien their property.
- (b) At the time the letter is sent an administrative fee is charged. The fee amount is set by the board and is currently \$50.00.
- (c) Liens will be filed 10 days after the mailing of the letter.

WATER SHUT OFF:

Water may be shut off to cabins at or after the time of liens.

- (a) On or after October 1, improved lots with delinquent accounts will be posted with a 15 day notice warning that water will be shut off.
- (b) Water will be shut off after the expiration of the 15 day period.
- (c) A fee for reconnecting will be charged.

FORECLOSURE:

- (a) If amounts remain unpaid at February 1, foreclosure proceedings will commence.
- (b) The association has commenced foreclosure on two members. All remaining members who were delinquent on February 1, 2000 and who are not current as of the date this policy is published to the members will have 10 days following publication to become current. If they are not current foreclosure proceeding will commence as soon as possible.

GENERAL:

It is noted and understood that most of the functions of the association are performed by volunteer labor, therefore, all actions that are date sensitive are to be performed at the earliest possible date following the date indicated, keeping in mind that the volunteer will make their best efforts.

Summary of Alternative Dispute Resolution provided by Cort Sproul of Weintraub, Genshlea, Chediak, Sproul, a Law Corporation.

ALTERNATIVE DISPUTE RESOLUTION

California Civil Code Section 13 54(b)

To Owners:

This is a summary of the code relating to enforcement of governing documents through Alternative Dispute Resolution.

Please take notice:

California Civil Code section 3 154 addresses your rights to sue the association or another member of the association regarding the enforcement of the governing documents. The following is a

summary of the provisions of Civil Code section 1354,
as amended effective January 1, 1994.

In general, Civil Code section 1354 encourages parties to a dispute involving enforcement of an Association's governing documents to submit the dispute to a form of alternative dispute resolution (ADR) such as mediation or arbitration prior to filing a lawsuit. The intent of the statute is to promote speedy and cost-effective resolution of such disputes, to better preserve community cohesiveness and to channel CC&R disputes away from our state's court system.

Under Civil Code section 1354, the form of alternative dispute resolution may be binding or nonbinding and the costs will be borne as agreed to by the parties involved.

Any party to a dispute regarding enforcement of the governing documents 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 that the Request will be deemed rejected.

If the Request is accepted, the ADR must be completed within 90 days or receipt of acceptance, unless otherwise agreed by the parties. Any Request for Resolution that is sent to the owner of a separate interest must include a copy of Civil Code section 1354 in its entirety.

**FAILURE BY ANY MEMBER OF THE ASSOCIATION TO
COMPLY WITH THE PREFILING REQUIREMENTS OF
SECTION 1354 OF THE CIVIL CODE MAY RESULT IN THE
LOSS OF YOUR RIGHTS TO SUE THE ASSOCIATION OR
ANOTHER MEMBER OF THE ASSOCIATION REGARDING
ENFORCEMENT OF THE GOVERNING DOCUMENTS.**

Should the association or an individual member wish to file a lawsuit for enforcement of the association's governing documents, the law required the association or the individual to file a certificate with the court stating that ADR has been completed prior to the filing of the suit.

Failure to file this certificate can be grounds for dismissing the lawsuit. There are limited exceptions to the filing of this required certificate when (1) one of the other parties to the dispute refused ADR prior to the filing of the complaint, (2) preliminary or temporary injunctive relief is necessary, or (3) the statute of limitation period for filing the suit will expire within 120 days of the lawsuit being filed. Each of these exceptions, however, must also be certified in writing to avoid the court's dismissing the action.

Furthermore, in any lawsuit to enforce the governing document, while the prevailing party may be awarded attorney's fees and cost, under Civil Code section 1354 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.

California Civil Code Section 1354:

1354. (a) The covenants and restrictions in the declaration shall be enforceable equitable servitudes, unless unreasonable, and shall inure to the benefit of and bind all owners of separate interests in the development. Unless the declaration states otherwise, these servitudes may be enforced by any owner of a separate interest or by the association, or by both.

(b) Unless the applicable time limitation for commencing the action would run within 120 days, prior to the filing of a civil action by either an association or an owner or a member of a common interest development solely for declaratory relief or injunctive relief, or for declaratory relief or injunctive relief in conjunction with a claim for monetary damages, other than association assessments, not in excess of five thousand dollars (\$5,000), related to the enforcement of the governing documents, the parties shall endeavor, as provided in this subdivision, to submit their dispute to a form of alternative dispute resolution such as mediation or arbitration. The form of alternative dispute resolution chosen may be binding or nonbinding at the option of the parties. Any party to such a dispute may initiate this process by serving on another party to the dispute a Request for Resolution. The Request for Resolution shall include (1) a brief description of the dispute between the parties, (2) a request for alternative dispute resolution, and (3) a notice that the party receiving the Request for Resolution is required to respond thereto within 30 days of receipt or it will be deemed rejected. Service of the Request for Resolution shall be in the same manner as prescribed for service in a small claims action as provided in section 116.340 of the code of civil Procedure. Parties receiving a Request for Resolution shall have 30 days following service of the Request for Resolution to accept or reject alternative dispute resolution and, if not accepted within the 30-day period by a party, shall be deemed rejected by that party. If alternative dispute resolution is accepted by the party upon whom the Request for Resolution is served, the alternative dispute resolution shall be completed within 90 days of receipt of the acceptance by the party initiating the Request for Resolution, unless extended by written stipulation signed by both parties. The costs of the alternative dispute resolution shall be borne by the parties.

(c) At the time of filing a civil action by either an association or an owner or a member of a common interest development solely for declaratory relief or injunctive relief, or for declaratory relief or injunctive relief in conjunction with a claim for monetary damages not in excess of five thousand dollars (\$5,000), related to the enforcement of the governing documents, the party filing the action shall file with the complaint a certificate stating that alternative dispute resolution has been completed in compliance with subdivision (b). The failure to file a certificate as required by subdivision (b) shall be grounds for a demurrer

pursuant to Section 430.10 of the Code of civil Procedure or a motion to strike pursuant to section 435 of the Code of Civil Procedure unless the filing party certifies in writing that one of the other parties to the dispute refused alternative dispute resolution prior to the filing of the complaint, that preliminary or temporary injunctive relief is necessary, or that alternative dispute resolution is not required by subdivision (b), because the limitation period for bringing the action would have run within the 120-day period next following the filing of the action, or the court finds that dismissal of the action for failure to comply with subdivision (b) would result in substantial prejudice to one of the parties.

(d) Once a civil action specified in subdivision (a) to enforce the governing documents has been filed by either an association or an owner or member of a common interest development, upon written stipulation of the parties the matter may be referred to alternative dispute resolution and stayed. The costs of the alternative dispute resolution shall be borne by the parties. During this referral, the action shall not be subject to the rules implementing subdivision (c) of section 68603 of the Government Code.

(e) The requirements of subdivisions (b) and (c) shall not apply to the filing of a cross-complaint.

(f) In any action specified in subdivision (a) to enforce the governing documents, the prevailing party shall be awarded reasonable attorney's fees and costs. Upon motion by any party for attorney's fees and costs to be awarded to the prevailing party in these actions, the court, in determining the amount of the award, may consider a party's refusal to participate in alternative dispute resolution prior to the filing of the action.

(g) Unless consented to by both parties to alternative dispute resolution that is initiated by a Request for Resolution under subdivision (b), evidence of anything said or of admissions made in the course of the alternative dispute resolution process shall not be admissible in evidence, and testimony or disclosure or such a statement or admission may not be compelled, in any civil action in which, pursuant to law, testimony can be compelled to be given.

(h) Unless consented to by both parties to alternative dispute resolution that is initiated by a Request for Resolution under subdivision (b), documents prepared for the purpose or in the course of, or pursuant to, the alternative dispute resolution shall not be admissible in evidence, and disclosure of these documents may not be compelled, in any civil action in which, pursuant to law, testimony can be compelled to be given.

(i) Members of the association shall annually be provided a summary of the provisions of this section, which specifically references this section. The summary shall include the following language:

"Failure by any member of the association to comply with the pre-filing requirements of section 1354 of the civil Code may result in the loss of your rights to sue the association or another member of the association regarding enforcement of the governing documents."

The summary shall be provided either at the time the pro forma budget required by Section 1365 is distributed or in the manner specified in section 5016 of the Corporations Code.

(j) Any Request for Resolution sent to the owner of a separate interest pursuant to subdivision (b) shall include a copy of this section.