

SPRING VALLEY LAKE ASSOCIATION ARCHITECTURAL CONDITIONS

Memorandum of Understanding Please read carefully prior to construction

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