



**ASSUMPTION OF RISK, RELEASE OF LIABILITY & ACKNOWLEDGMENT OF RULES
& REGULATIONS RELATED TO USE OF SPRING VALLEY MANOR SUBDIVISION LAKE 2 ("FULL RELEASE")**

READ CAREFULLY BEFORE SIGNING. THIS FULL RELEASE IS AN ENFORCEABLE CONTRACT BETWEEN YOU AND THE SPRING VALLEY MANOR PROPERTY OWNERS ASSOCIATION LITTLE ROCK, ARKANSAS. IT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS. In consideration of being allowed to access and swim in Spring Valley Manor Lake #2 ("Lake Property"), for the remainder for 2019, you acknowledge and agree as follows:

I. POTENTIAL RISKS. USE OF THE LAKE PROPERTY INVOLVES RISKS. IT IS NOT POSSIBLE TO COMPILE A COMPLETE LISTING OF THE RISKS. HOWEVER, THEY INCLUDE THE POSSIBILITY THAT YOU MAY SUFFER SERIOUS, EVEN FATAL, INJURY OR ILLNESS. Known risks include:

- The Lake Property is located in Spring Valley Manor subdivision, Little Rock, AR.
- Rocks, roots, vegetation, steep slopes, and unstable soils may create tripping and slip and fall hazards.
- Weather is unpredictable and can change quickly. Lightning strikes, heavy rain, hail, and high winds are possible.
- If lake is posted as containing harmful bacteria or parasites, swimming is not allowed.
- There are no lifeguards on duty at the Lake Property at any time.
- There are no rescue vehicles or medical facilities at the Lake Property.
- There are no trained security personnel at the Lake Property.
- Motorized and non-motorized boats are active in Lake #2 and have priority after 10 am and on holidays.

II. YOU ASSUME ALL RISKS. You voluntarily, knowingly, and freely assume, and take full responsibility for all risks, known and unknown, related to your access to and use of the Lake Property. Such risks include the possibility that Spring Valley Manor, Spring Valley Manor POA and their respective officers, directors, agents, contractors, volunteers, employees and assigns (collectively, the "LAKE OWNER AND OPERATOR") may unknowingly be negligent, resulting in injury to you or your property.

III. YOU RELEASE ALL CLAIMS AGAINST THE LAKE OWNER AND OPERATOR. YOU, for yourself and your heirs, assigns, personal representatives, and next of kin, RELEASE, INDEMNIFY, AND HOLD HARMLESS Spring Valley Manor Property Owners Association, its Members, Lake Owner(s) and Operator(s) from any and all causes of action (including but not limited to negligence), claims, demands, losses, expenses (including attorneys' fees and costs) and liability arising out of or related to any INJURY, DISABILITY, or DEATH that you may suffer, or loss of or damage to property (including theft by third parties), arising directly or indirectly from your access to or use of the Lake Property.

IV. AGREE TO SINGLE/LIMITED USAGE. You understand and agree that access to and usage of Lake #2 by Spring Valley Manor is limited to yourself as a single entity and does not extend to usage by guests including but not limited to: family members, friends, and/or co-workers. Limited use includes training hours ONLY and does not include holidays.

V. IF YOU CAUSE DAMAGE TO THE LAKE PROPERTY, YOU AGREE TO PAY FOR ITS REPAIR. If you (or, if you are a parent or legal guardian, your child) cause damage to the Lake Property (including equipment, natural features such as trees and slopes, or fish or wildlife), you agree that you will pay all costs and expenses associated with its repair or replacement ("Repair Costs"), including the costs of collection of the Repair Costs, which may include court costs and attorneys' fees.

VI. YOU AGREE TO FOLLOW ALL OF SPRING VALLEY MANOR POA RULES. A copy of the Spring Valley Manor POA Rules of Conduct and Safety has been emailed to All in Multisport. This Full Release is intended to protect the Lake Owner and Operator from liability for injuries to you and your property to the maximum extent allowed by Arkansas Law. Spring Valley POA can revoke this license at any time for any reason with written notice to person signed below.

The undersigned has/have read this Full Release and understand its terms. This Full Release is executed freely and voluntarily, with full understanding that the undersigned is/are giving up substantial legal rights. IF THE LICENSEE IS UNDER 18 YEARS OF AGE, THE SIGNATURE OF A PARENT OR GUARDIAN OF THE LICENSEE IS REQUIRED.

SIGNED THIS _____ DAY OF _____ 2019.

Signature: _____	Email: _____
Print Name: _____	D/L # _____
Vehicle Lic. # _____	City _____ / STATE _____ / ZIP _____
Street Address _____	



Spring Valley Manor Property Owners Association Rules of Conduct and Safety

Spring Valley Manor subdivision, hereinafter referred to as “SVM,” Rules of Conduct and Safety, hereinafter referred to as “Rules” pertain to all lakes, ponds and common areas owned by the SVM Property Owners Association, hereinafter referred to as the “Association” for the approved use and enjoyment of POA Members, their Guests and SVM Tenants. These Rules have been adopted by the SVM Property Association Board, hereinafter referred to as “Board” and said Board agrees to keep current and enforce these Rules. POA Members, their family, Guests and SVM Tenants are legally bound by these Rules; all SVM Tenants and POA Members are responsible to the Board for violations of such Rules by himself/herself, his/her family members and Guests. SVM common area, lakes and pond are defined below. POA Members herein are defined per the Spring Valley Manor Property Association By-Laws.

SECTION I - IN GENERAL - SVM COMMON AREAS, LAKES & POND

1. At all time, POA Members must be considerate and respectful of residents’ quietness and privacy.
2. **RESPECT** - No profanity allowed and please clean up after yourself and throw your own trash away.
3. Glass bottles are NOT permitted on or in lakes, beach area or dam.
4. When swimming in lakes and/or beach area, children under the age of twelve (12) must be accompanied at all time (in same area) by swimmer capable of life saving of at least fourteen (14) years of age.
5. Collective Association property is owned and managed by the Association as a whole and does not extend private ownership rights to individual POA Members.

SECTION II - STRUCTURES - SVM COMMON AREAS, LAKES & POND

All built, crafted and/or purchased structure, such as but not limited to, fencing, dwelling house, storage shed, outbuilding, raft, float or pier must adhere to the rules prescribed below. All built, crafted or purchased structure must follow the Submission Process as outlined below. No built or purchased structure shall be constructed or placed in or on Lake No. 1, Lake No. 2, Lake No. 3, former sewer Pond or Common Areas partially or entirely without prior written approval by the Board. As it is impossible to address all types of possible built structures, the Board reserves the right to deny any request it deems a safety hazard, public nuisance or liability to other POA Members and/or the Association.

1. Built Structures

All built structures, such as but not limited to, fencing, dwelling house, storage shed, and/or outbuilding, purchased or built must have prior written approval by Board before being placed on any common area. No unapproved structure of any type may be placed on Association property.

2. Blow-Up or Foam Floating Structures

- a. All soft water toys, such as but not limited to, foam or blow-up rafts and island must be tied to and touching the shoreline when unattended and not in use.
- b. Foam and blow-up floats, rafts, islands and water toys are considered those purchased from reputable manufacturer and not home-made.

3. Wooden, Steel or Hard Plastic Floating Structures

All floating wooden, steel, or hard plastic structures purchased or built by POA Member, such as but not limited to, rafts, piers or floats must have prior written approval by Board before being placed in/ on any lake, pond or common area.

- a. For purpose of clarification floating structures referred to in this Section do not include paddleboards, kayaks, canoes, bass boats, sailboats, sunfish, catamarans, ski boats, jet skis or pontoon boats manufactured by reputable companies and found for purchase in retail and online stores.
- b. Owner of approved built or purchased wooden, steel, or hard plastic structure floating structure must also have a signed and Board approved Lake Area Structure Agreement on file with the Board before placing approved floating structure in/on any lake, pond or common area.

3. Wooden, Steel or Hard Plastic Floating Structures (cont'd)

- c. All approved built or purchased wooden, steel or hard plastic structures must be tied to and touching the shoreline at all time.
- d. No approved or unapproved built or purchased wooden, steel, or hard plastic structure is permitted in open water on any lake or pond at any time due to liability.
- e. No unapproved built or purchased wooden, steel, or hard plastic structure is permitted to be tied to shoreline or placed on common areas.

4. Submission Process

- a. POA Member must submit request in writing to Board in its entirety via a completed Architectural Application outlining specifics of structure.
- b. The Board will give written notice of approval or disapproval of the POA Member's Architectural Application within thirty (30) days after POA Member's written submission.
- c. Board has the right to consult SID #7 on all submissions.
- d. Any POA Member granted approval must sign an Architectural Structure Agreement prior to construction or deployment.

5. Approved Structures

- a. Approved structures become property of the Association.
- b. All structures approved prior to adoption of new or updated By-Laws and/or Rules must adhere to the most current regulations on record.
- c. Approved structures cannot be altered or changed in any way without written approval of the Board. Requests must be submitted in writing to Board in its entirety via a completed Architectural Application following the Submission Process outlined above.
- d. The Board reserves the right to revoke previously approved structures and remove any said structure that becomes a nuisance to POA Members, (nuisances includes but not limited to, use of structure, raft, pier, dock, etc. with inappropriate clothing, anti-social behavior, foul language, loud and inappropriate music). The Board will review all complaints submitted to the Board regarding nuisance issues. POA Member issuing complaint should complete and submit a SVM Complaint Form to the Board.
- e. The Board reserves the right to revoke previously approved structures, blow-up float, raft, island, dock, pier or water toy that do not comply with POA Member's signed and agreed upon Architectural Structure Agreement.
- f. The Board has the right to inspect yearly, or at any time, all approved and existing structures, built or otherwise, located on Lake #1, Lake #2, Lake #3 or Common Areas by a Board or SID member to ensure safety of and to ensure structure is in good condition. If a structure is found to be in disarray unsafe, or not in compliance with SVM POA/SID insurance, the Board will notify the POA Member who originally placed said structure in lake or common area of needed repairs. POA Member has two (2) weeks to make necessary repairs requested by the Board. If additional time is needed, POA Member must contact Board for approval of extension. If repairs are not performed by said POA Member, the Board has the option to make repairs themselves or remove said structure without fear of legal repercussions. If said POA Member cannot be located or has moved, the Board may at its own discretion remove or repair structure.
- g. Grandfathered in structures located on Lake #2 and Lake #3 and are fixed to shoreline do not need to be removed for lake drawdown.

6. Unapproved Structures

Unapproved structures or alterations are strictly prohibited and considered a violation of the By-Laws and the Rules and will be removed imminently by the Board or assigned agent of the Board without fear of legal repercussions by POA Member or SVM Tenant.

SECTION III - POA LAKES & POND

1. DEFINITIONS

All lakes and ponds located in SVM are owned by the Association, governed by the Board and maintained by the SID. The lakes and ponds are designated as:

- **Lake No. 1** - Small lake located on West End of SVM - Fishing lake only
- **Lake No. 2** - Main Lake - Largest body of water
- **Lake No. 3** - Small Lake located on East End of SVM - Fishing lake; Swimming not recommended
- **Pond** - Old sewer pond located on east end of SVM - Fishing & swimming not recommended

2. DRAWDOWN

If SID #7 draws down any lake located in SVM, all docks, boats, rafts, etc. must be removed from lake and common areas and placed on one's personal property two (2) days prior to draw down. POA Members will be notified prior to a lake draw down.

SECTION IV - LAKE ACCESS

1. PERSONS

- a. The use of all lakes, lake facilities and common areas are restricted to POA Members in good standing of the Association, their immediate family and guests.
- b. Guests may use lakes and common areas, but must be accompanied by POA Member at all time.
- c. All water activities are "At Your Own Risk" as lifeguards are not on duty at any time.

2. BOATS

- a. Only legally registered powered boats owned by a POA Member in good standing with the Association may operate on Lake No. 2.
- b. Legally registered power boats belonging to Guests of POA Members are allowed a maximum of three (3) times per month with clearance in advance by the Board's President or designee.
- c. POA Member must accompany Guest at-all-times and Guest must abide by POA's Rules.
- d. Oversized and/or overpowered boats, such as but not limited to, cigarettes boats, ocean going vessels and wake boarding boats are strictly prohibited. Board has final approval.

SECTION V - FISHING

1. Fishing is allowed on Lake No. 1, No. 2 and No. 3, as well as from common areas. In compliance with State of Arkansas' fishing laws, regulations and licensing.
2. Fishing is allowed on Pond; however, it is not recommended.
3. During and after fishing from any Common Areas, fisherpersons are required to pick-up all rubbish including but not limited to, hooks, trash, and fishing line.
4. Trot lines, nets, yo-yo's and other unaccompanied fishing devices are strictly prohibited on all lakes and pond.
5. Fishing limits are the same as set forth by the Arkansas State Game and Fish Commission. This will help keep our Bass Game Fish population healthy and replenishing.

SECTION VI - LAKE NO. 1

Small lake located on West End of SVM. Fishing lake only; powered boats not allowed.

SECTION VII - LAKE NO. 2

1. USAGE

The Main Lake to be used for boating, fishing, swimming and water sports, such as, jet skiing, skiing, kite flying, tubing, sailing, scuba diving and rowing.

- a. Swimming in all areas of Lake No. 2 is "At Your Own Risk" only. When swimming, children under the age of twelve (12) must be accompanied at all time by a swimmer capable of life saving of at least fourteen (14) years of age.
- b. Powered boat water sports have precedence of Saturday, Sunday and National Holidays between the hours of 10:00am until sundown.
- c. Non-motored water sports take precedence over powered boat water sports Monday-Friday.
- d. Scuba divers must use official scuba "diver down" flag to indicate a diver below the surface.

2. BOATING RULES

- a. Coast Guard and Arkansas State Rules in effect at-all-times.
- b. Arkansas State Law requires children 12 and under to wear a life jacket when boating.
- c. SVM Members, their family members and guests must adhere to Arkansas Boating Laws found on the applicable State of Arkansas website.
- d. Due to small size of Lake No. 2, only total of two (2) jet skis, powered boat pulling skier or tuber or combination is permitted to be under power at any one time.
- e. If more than two (2) powered boats are wishing to use the lake for skiing and/or tubing, maximum running time is 30 minutes per run, then they must allow the other boat(s) the same amount of time usage. Please alternate with fellow residents.
- f. When two (2) powered boats are pulling skier and/or tuber on lake at same time, they must use the counter-clockwise method for safety of all concerned.
- g. All powered boats must have a spotter riding in boat when pulling tuber or skier. Spotter's age must be in accordance with Coast Guard Rules.
- h. Boaters should be courteous and cautious as not to operate (run) their boats too close to shoreline, which will endanger swimmers on the lake or individuals in tow. Rule of thumb; stay out minimum fifty (50) feet with boat and skiers from the shoreline on the East End (larger) of the lake, and forty (40) feet from Beach swimming area of the West End.
- i. All boaters must respect the "No Wake" zone at West end of Lake #2.

SECTION VIII - LAKE NO. 3

Small lake located on East End of SVM.

1. Lake No. 3 is intended for fishing only. Swimming is not recommended.
2. Maximum engine horsepower permitted is that of 10 horse power or equivalent.

SECTION IX - Pond

Old sewer pond located on east end of SVM - Fishing & swimming not recommended due to unknown water quality.

SECTION X - ASSOCIATION COMMON AREAS

Common Areas include all property owned and managed by the Association located in SVM, including but not limited to vacate lots, lakeshores, dam, weir, beach area, Fulton Park, land surrounding lakes and alongside roads located in SVM.

1. IN GENERAL

- a. Common Areas and Facilities are owned and operated by the Association, and managed and operated for the benefit of POA Members and SVM Tenants.
- b. City curfew for teens is enforced in all Common Areas.
- c. City ordinances for disturbing the peace and noise are in force 10:30pm to 7:00am. Little Rock Police Department will be called on violators.
- d. Persons using any Common Areas after sunset will refrain from loud or boisterous activities. All activity in an area is bound to hours posted for that area.

2. FULTON PARK & BEACH AREA

- a. Beach Area is the roped off area on West End of Lake No. 2. Located inside Fulton Park
- b. When swimming, children under the age of twelve (12) must be accompanied at all time by a swimmer capable of life saving of at least fourteen (14) years of age. Adult must be in Fulton Park or beach area when child is swimming.
- c. Fulton Park closes at 10:00pm unless prior approval is requested of and given by Board.
- d. Fires in/on Common Areas are allowed only in the designed area located inside Fulton Park. All fires must be extinguished before POA Member or Tenant leaves the area.
- e. During critical fire-danger periods, additional restrictions may be imposed. Burn bans issued by Pulaski County are to be followed in SVM.
- f. All parties must be scheduled with the Board President or designee a minimum of 2 days in advance. Parties for persons under 21 years of age must be chaperoned by an adult POA Member, and the adult POA Member is responsible for all cleanup on the same day as party. Reservations are for picnic tables only. POA Members and SVM Tenants always have access to Fulton Park.

- g. Authorized users must close the gate after entrance and upon leaving park area.
- h. Anyone using beach area and/or Fulton Park is responsible for cleaning the area when done.
- i. No glass containers are allowed in Fulton Park and/or Beach Area.
- j. No dogs allowed in Fulton Park, on the beach or the in playground area.
- k. Profanity is strictly prohibited.

3. THE DAM

- a. No glass containers are allowed on dam area.
- b. No motor driven vehicles are allowed to drive on dam area unless authorized by SID or Board.
- c. Association Common Area Rules apply to the Dam.

SECTION XI - VIOLATIONS OF THE RULES OF CONDUCT AND SAFETY

Rules of Conduct and Safety were adopted by the Board to regulate use and enjoyment of the Association's property and facilities. All Rules must be adhered to by POA Members, SVM Residents, SVM Tenants, Family Members and Guests. The Board has complete authority to enforce these Rules.

REPORTING VIOLATIONS: Please report all violations by a POA Member, SVM Resident, SVM Tenant to the Board. Use the SVM POA Complaint Form or contact a Board member for assistance with completion of the complaint.

- 1. Guest violations should be reported to the Board, as well as to the Little Rock Police Department.
- 2. All Complaint Forms submitted to the Board will be reviewed and follow-up actions will be determined by the Board.
- 3. Findings and actions will be documented and POA Member will be notified of the Board's decision.
- 4. POA Member bringing complaint will be notified of Board's decision.

VIOLATION RULINGS: Violators are subject to action by the Board as prescribed by the By-Laws, SVM Bill of Assurance (BOAs) and /or Rules. Violations of the Rules may be punished by suspension of the POA Member's and Violator access to the Association's property and facilities when and if:

- 1. The Board by a majority vote present and voting finds by resolution that a violation has occurred and sets a day and time certain for hearing; and
- 2. Board gives violating member notice of the violation at least seven (7) days before the date set for hearing. Notification can be sent via U.S. Postal Service or email or a combination of both; and
- 3. Violator is given the opportunity to be present and to be heard at such hearing. If at least two (2) dates are offered person accused of violation, and he/she cannot or refuses to attend hearing for any reason, the hearing may be held without him/her present.
- 4. The Board at such hearing by a two-thirds (2/3) "YES" vote of the Board members present and voting finds Violator in the wrong, such person has forty-eight (48) hours to correct violation.
- 5. Once POA Member complies with Board's decision, POA Member's privileges may be reinstated and documented in Board Meeting Minutes.

DEFINITIONS

Association - The non-profit organization created, under the laws of the State of Arkansas, a not-for-profit corporation known as the SVM Property Owners Association, Inc., hereafter referred to as "Association." The Association members are comprised of individuals who own property within the Spring Valley Manor subdivision.

Board - Members elected to serve on SVM Property Owners Association Board, which is comprised of POA Members only.

Boat

- **Powered Boat** - Any floating device propelled by gasoline, diesel or electric motor. These are not home-made "built" structures," but manufactured by reputable companies found in local or online stores.
- **Non-Powered Boat** - Any floating device not powered by a gasoline, diesel or electric motor. These include devices such as, paddleboards, paddleboats, sunfish, sailboats, catamaran, etc. These are not home-made "built" structures," but manufactured by reputable companies found in local or online stores.

Common Area - All real property owned and managed by the Association for the common use and enjoyment of the POA Members and the Facilities located thereon, including but not limited to SVM owned vacant lots, lakeshores, dam, beach area and land surrounding the lakes and alongside highways.

Guest - Person or persons who are not POA Members, SVM Tenants or Family and who are invited to SVM by a POA Member or Tenant.

SVM Lakes

All waters owned by the Association

- **Lake No. 1** - Small lake (West End)
- **Lake No. 2** - Main Lake - Largest body of water
- **Lake No. 3** - Small Lake (East End)
- **Pond** - Old sewer pond located on east end of SVM

POA Member - Person owning a lot within the SVM Subdivision.

Tenant - Person leasing or renting a SVM Residence.