LVA Board of Directors October Meeting

Time 630 PM

5131 Ventura Dr

10-13-26

1) Call to order
2) Roll call of officers.
3) Introduction of guests
4) Anything to come before the Board.
5) Review of minutes - September meeting – Lisa
6) Treasurer Report – Karen
    a. Bills
7) Committee Reports
    a. Architectural Committee – Brett
    b. Lake/Fish Committee – Tom
    c. Boat Committee – Tom/Brett
    d. Events – Lisa
    e. Improvements – Karen
8) Old Business
    a. Handbook Update – Brett
    b. Alum Update - Tom
    c. Boat Ramp Update – Brett
    d. Fueling Station - Brett
    e. Legal Update – Brett
    f. Any other Old Business
9) New Business
    a. Insurance
    b. Dredging
10) Annual Meeting – Date/March
11) Next meeting
12) Any other business
13) Adjournment
14) Executive Session

Lake Ventura Association
5003 Ventura Dr
Fremont, NE 68025

lakeventura@aol.com

RE: BOARD OF DIRECTORS MEETING MINUTES

DATE: Oct 11, 2016

TIME: 6:30 PM

LOCATION: 5131 Ventura Dr

1. CALL TO ORDER

The regular meeting of the Lake Ventura Association Board of Directors was called to order by President Brett Fischer at 6:35 PM.

2. ROLL CALL

Role	Name	Status
President	Brett Fischer	Present
Vice President	Thomas Snodgrass	Present
Treasurer	Karen Ferrin	Present
Secretary	Lisa Novak	Present
Member at Large	Open	Absent

A quorum was established with 4 of 5 Board Members present.

Guests	Lot
Steve Alcorn	40

3. MINUTES REVIEW & APPROVALS

The minutes of the September 8th regular meeting were reviewed. The board discussed that the minutes were formatted well and contained an objective summary. They were approved as written.

Motion: Accept September 8th minutes as written. — *Moved by Lisa Novak, Seconded by Thomas Snodgrass (Carried unanimously)*

4. TREASURER'S REPORT

Checking account starting balance was $35,694.06. Expenses totaled $1,312.87, which included pontoon/trailer registration ($322.87) and legal fees to Divorce Law for Johnson ($990.00). With $11.75 interest earned, the ending checking balance was $34,392.94.

Savings balance started at $19,439.28 and earned $25.92 in interest, bringing the savings total to $19,465.20.

Total combined funds: $53,858.14.

The board also reviewed alum treatment funding updates ($18,653.48 remaining balance with a second payment of $18,362.50 pending).

Motion: Accept Treasurer's report as presented. — *Moved by Lisa Novak, Seconded by Thomas Snodgrass (Carried unanimously)*

5. BILLS FOR APPROVAL

Bills presented for approval totaled nearly $44,000, including Thompson Construction ($42,405.00 for the association's portion of the boat ramp project), weed spraying ($300.00), boat winterization ($375.00), and first-month pontoon storage ($96.00; Thomas Snodgrass offered to store the pontoon for the remainder of the winter free of charge).

Motion: Approve payment of bills as presented. — *Moved by Lisa Novak, Seconded by Thomas Snodgrass (Carried unanimously)*

6. COMMITTEE REPORTS

6.1 Architectural

Approved roof replacements for Lot 15 (Malarkey Windsor IR Weathered Wood by Integrity Roofing) and Lot 116 (CertainTeed Presidential Weathered Wood by Paul Gifford). A back patio cover extension toward the south for Lot 116 was previously approved. Lot 10 back deck work remains cleared to proceed, and Lot 14 roof replacement is completed.

6.2 Lake and Fish

All members were present at the October 6th meeting, where the prior minutes were approved. Lake level has fluctuated nearly 1 ft this year (from 2.2 ft in Aug to 3.1 ft in Oct). The gauge was calibrated to surveyor elevation datum and updated on the website (Gauge Zero = 1,208.86' NAVD 88). The thermometer is broken, so no current water temperature is being recorded.

Alum treatment is scheduled for Oct 27 to Nov 1st or 2nd. No boating or swimming will be allowed during treatment to avoid disturbing the flock, though no safety risk exists for pets or residents.

The committee reviewed the boat committee proposal letter and lake management committee duties for handbook inclusion. No fish will be stocked this year, but electrofishing/fish sampling is planned for spring, with fish harvest rules to be defined by the annual meeting.

At the next meeting on Nov 2nd (6:30 PM at Tavern 30), a supplier will discuss weed and algae treatment options via drone.

6.3 Events

Discussions were held regarding community events; the Halloween party was canceled and holiday lights display options are being evaluated. Due to heavy boat ramp expenses (~$54,000 total including future gate work), options include seeking resident donations or scaling back entryway/bridge lighting rather than spending $5,000–$5,500 spent last year.

6.4 Improvements and Grounds

Boat ramp concrete construction on the association portion is complete, featuring a 12% grade, previous grade was 29%. A retaining wall north of the ramp and dock installation are in progress, the SID is responsible for this project. The new 18-foot swing gate install will be installed next, planned location is where the ramp transitions from poured concrete to prepoured block mats.

6.5 Boat & Ski

A letter to members asking for volunteers to join the boat and ski committee with the initial goal of promoting slalom skiing is ready for email distribution. Boat launch authorization system and access app operated smoothly over the summer season; winter app updates and scanner integration improvements are planned. Live demonstration and tutorial to be presented at the annual meeting.

7. OLD BUSINESS

Legal

1) Lot 14 lawsuit filed against LVA to force LVA to approve a shingle color different from Weathered Wood. Latest update: Lot 14 installed Weathered Wood colored shingles that had been approved by the LVA. Unclear if lot 14 will continue lawsuit.

2) LVA lawsuit against LOT 42 to compel them to install the Weathered Wood color shingles that were approved by the board as opposed to the Rustic Black color shingles that were actually installed. Latest update: A notice of decision was issued to the new owners of Lot 42 informing them that the board found ongoing violations of Covenant 1 and Supplementary Covenant 1.a; as a result, they are restricted from lake access, not in good standing, and legal action will continue to compel installation of approved shingles.

3) Lot 9 complaint about Lot 10 construction. Latest update: Lot 9 attorney sent an email that they were satisfied with association response and the issue is closed. The association was able to close this without legal expense.

Handbook/Covenants update remains ongoing with a list of potential revisions being compiled for board review.

Dredging update: Phil Page was provided contact info for 7 interested lot owners and will provide individual quotes following harvest. Board discussed if Phil could dredge directly under the bridge, board decided not to pursue due to risk of undermining bridge footings.

8. NEW BUSINESS

Fueling Station Lease & Insurance: The board thoroughly evaluated the 22-page lease proposal from the SID regarding assuming ownership/operation of the fuel station. Key findings: high liability, lack of profitability (minimal margin on ~3,000 gal/yr), high maintenance risk, and substantial insurance requirements. Independent insurance evaluations (Distinction Risk Solutions, InsPro/MMA, DPA) indicated that full environmental, general liability, D&O, and umbrella coverage would cost between 1/3 and 1/2 of the association's annual budget (~$15,000–$30,000/yr).

The board agreed not to assume lease or operation of the fuel station. Additionally, the board moved to secure standalone quotes for D&O, General Liability, and Umbrella policies for LVA to take effect April 1, 2027.

Motion: Obtain formal quotes for standalone D&O, General Liability, and Umbrella insurance policies with target implementation by April 1. — *Moved by Thomas Snodgrass, Seconded by Lisa Novak (Carried unanimously)*

9. ADJOURNMENT

The meeting adjourned at 8:00 PM.

Motion: Adjourn the meeting. — *Moved by Karen Ferrin, Seconded by Lisa Novak (Carried unanimously)*

10. NEXT MEETING

DATE: Nov 10, 2016

TIME: 6:30 PM
LOCATION: 5131 Ventura Dr

ANNUAL MEETING DATE: Mar 14, 2027 at 1:30 PM

Sincerely,

Lisa Novak, Secretary

Executive session was held at 8 pm on Tuesday, October 11th.

for Oct.

Treasurer's Report
Nov. 10th, 2026, LVA Meeting

Checking Account $ 34392.94

19,465.20
- 18,000.00
1,465.20

Savings Account 1,465.20

Beginning $ 34,392.94
Deposits 18.000
Interest 4.54

Checks written from to

Check #		Amount
2519	last rep	$42,405.00
2520		675.00
2521		96.00
—	Service charge	6.00

Total $ out $ 43,182.00

Balance in checkbook $ [redacted] 9215.48

Savings $ 500.00

THOMPSON CONSTRUCTION INC.

INVOICE 26-111

2404 N LINCOLN AVE FREMONT NE 68025 PHONE - 402-704-2008 FAX - 402-704-2009

BILL TO: LAKE VENTURA HOA
FREMONT, NE 68025
ATTN: ACCOUNTS PAYABLE

DATE: 9/25/26
P.O.
REP:

PROJECT: BOAT RAMP IMPROVEMENTS
PROJECT LOCATION: LAKE VENTURA
DATE COMPLETED: 9/21/26

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	LS	MOBILIZATION	$ 4,000.00	$ 4,000.00
1	LS	DESIGN & GPS CONTROL ON EXCAVATOR	$ 2,000.00	$ 2,500.00
1	LS	REMOVE EXISTING CONCRETE RAMP	$ 2,000.00	$ 2,000.00
1	LS	REMOVE GATE & DOCK	$ 1,250.00	$ 1,250.00
1	LS	EXCAVATE AND HAUL OFF EXCESS SAND	$ 3,200.00	$ 3,200.00
1	LS	GEOGRID UNDERLAYMENT & LIMESTONE BASE	$ 4,725.00	$ 4,725.00
1	LS	FURNISH & INSTALL ARMORFLEX 50	$ 22,230.00	$ 22,230.00
1	LS	SURFACE RESTORATION	$ 1,500.00	$ 1,500.00
1	LS	ADD GRANITE RIP RAP FOR SOUTH SLOPE	$ 1,000.00	$ 1,000.00
		AMOUNT DUE		$ 42,405.00

THANK YOU FOR YOUR BUSINESS

Kelly G. Thompson

KELLY G. THOMPSON

PP 10-13-26
CK# 2519

Victory Marine LLC
1500 W Military Ave
Fremont NE 68025
402-721-1341
402-721-1348
info@victorymarinellc.com
www.victorymarinellc.com

Sold To:

LAKE VENTURA ASSOCIATION
5131 VENTURA DR
FREMONT NE 68025

FISCHER68025@MSN.COM

Unit Info
SOLD 06/11/2026

Invoice # 01-54662

SHORE LAND'R PT2122A
1MDBTAW19TA809522

Invoice	Salesperson	Customer	Tax Number	Date	Charge	PO Number
01-54662	TM	2756		09/30/2026	Y	Charged

STORAGE ON THE SPRAY PONTOON BOAT

SKU	Description	Qty	Price	Extended
P22	MONTHLY PONTOON STORAGE 22FT	6	96.00	576.00

BOAT IS IN JD FOR STORAGE

Parts 0.00 Labor 0.00 Other 576.00

PD 10-13-26
CK# 2521

Victory Marine is dedicated to enhancing your overall experience by continuously improving our services. As part of our efforts to provide efficient service, we will be switching to electronic invoices and statements. This means that you will no longer receive them via mail. To ensure a smooth transition, please provide us with your current email by sending it with your payment, calling us at 402-721-1341, or emailing us at info@victorymarinellc.com.

Sale Total	576.00
Shop Supplies	0.00
Tax	0.00
Grand Total	576.00
Deposits	0.00
Amount Due	**576.00**

946917

CUSTOMER'S ORDER NO.	DEPARTMENT	DATE
		10.2.26

NAME: L.V.A. c/o Brett Fischer

ADDRESS: 5131 Venture Dr

CITY, STATE, ZIP: Fremont NE 68025

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

	QUANTITY	DESCRIPTION	PRICE	AMOUNT
1		9-17-26 Spray for weeds		
2		430pm - 730pm		
3		3hr total		300 —
4				
5		9-30-26 winterize engine on		
6		spray pontoon - service pump		
7		+ winterize spray hoses		375 —
8				
9				
10		Total		675 —
11				
12		Please send Payment to		
13				
14		Tim McInroy	PD 10-13-26	
15		1530 Woods Dr		
16		Fremont NE 68025	CK# 2520	
17				
18		Thank You Tim		

RECEIVED BY

A-6805
T-48329/46350

KEEP THIS SLIP FOR REFERENCE

01-11

Architectural Committee Meeting

Minutes

September 30th, 2026

Tavern 30 730PM

Members Present – Brett Fischer, Adam Crowe, Chip Gossett, and Rich Seitz

1. Review of Requests
    a. Lot 15, Fischer – approved a roof change request, Malarkey Windsor IR Shingles, Presidential Line, Weathered Wood
    b. Lot 116, Dillion – reviewed a roof change request and a minor roof extension.
    Roof extension approved
    Roof request -
2. Other Business
    a. Lot 10 only active project
        i. Back Deck
    b. Lot 14 Roof
        i. Roof completed

Next Meeting: 10-22-26

730pm

Tavern 30

Lake Ventura Roof/Exterior Finish Worksheet

Please Review Supplementary Covenants #1,2 and 3, page 16 of the Current Handbook
When All Applicable Information is Complete Submit to the Chairperson of the Architectural Committee

Property Owner's Name(s): Brett & Kris Fischer

Lot Number and Address: Lot 15 5131 Ventura Dr

Contractor: Integrity Roofing

Roofs:

Manufacturer: Malarkey

Name of Shingle: Windsor IR Shingles Presidential

Grade and/or Rated Year of Shingle: Weathered Wood

Sample or Brochure Included: **Yes / No**

Roof Pitch (minimum of four inches per foot [4-12 pitch]). _____

Contact Committee Member or Board Member on delivery of shingles: _____

Exterior Finish:

Manufacturer if Applicable: _____

Siding Type/Material: Wood Siding, Brick, Stone, Vinyl/Steel Lap **Please circle all that apply**

Exterior Colors: _____

Date Submitted: _____

Architecture Committee Approval/Denial: [signature]

Date Signed: 9/30/26

Lake Ventura Board of Directors Approval/Denial: Thomas G Snodgrass
Karen J. Ferrin [signature]

Date Signed: 10/13/26

Lake Ventura Roof/Exterior Finish Worksheet

Please Review Supplementary Covenants #1,2 and 3, page 16 of the Current Handbook
When All Applicable Information is Complete Submit to the Chairperson of the Architectural Committee

Property Owner's Name(s): Sid & Patty Dillion

Lot Number and Address: Lot 11le 16675 Laguna Dr

Contractor: Paul Gifford

Roofs:

Manufacturer: Certainteed

Name of Shingle: Presidential Shake

Grade and/or Rated Year of Shingle: Weathered Wood

Sample or Brochure Included: **Yes** / **No**

Roof Pitch (minimum of four inches per foot [4-12 pitch]). _____

Contact Committee Member or Board Member on delivery of shingles: _____

Exterior Finish:

Manufacturer if Applicable: _____

Siding Type/Material: Wood Siding, Brick, Stone, Vinyl/Steel Lap **Please circle all that apply**

Exterior Colors: _____

Date Submitted: _____

Architecture Committee Approval/Denial: [signature]

Date Signed: 9/30/22

Lake Ventura Board of Directors Approval/Denial: [signature] Thomas G Snodgrass

Karen A Ferris Lisa Novak

Date Signed: 10/3/22

Strength with Style

PRESIDENTIAL® SHAKE® TL

- Certified to meet UL 2218 Class 4 Impact Resistance
- Triple-layer protection
- Distinctive sculpted, rustic look
- Industry-best lifetime limited warranty

PRESIDENTIAL® SHAKE®

- Certified to meet UL 2218 Class 3 Impact Resistance
- Select colors available in UL 2218 Class 4 Impact Resistance version; Check for regional availability
- Dual-layer, high performance
- Distinctive sculpted, rustic look
- Industry-best lifetime limited warranty



PRESIDENTIAL SHAKE TL

SPECIFICATIONS

- Three-piece laminated fiberglass-based construction for durability
- Distinctive sculpted, rustic look

CertainTeed products are tested to ensure the highest quality and comply with the following industry standards:

Fire Resistance:

- UL Class A
- UL certified to meet ASTM D3018 Type 1

Wind Resistance:

- UL certified to meet ASTM D3018 Type 1
- ASTM D3161 Class F

Tear Resistance:

- UL certified to meet ASTM D3462
- CSA standard A123.5

Wind Driven Rain Resistance:

- Miami-Dade Product Control Acceptance: Please reference www.certainteed.com to determine approved products by manufacturing location.

Impact Resistance:

- Certified to meet UL 2218 Class 4 Impact Resistance

IMPACT RESISTANT UL 2218 Class 4

Quality Standards:

- ICC-ES-ESR-1389 & ESR-3537

WARRANTY

- Lifetime limited transferable warranty against manufacturing defects on residential applications
- 50-year limited transferable warranty against manufacturing defects on group-owned or commercial applications
- **Streak***Fighter*® 30-year algae-resistance warranty
- 10-year SureStart™ protection
- 15-year 110 MPH wind-resistance warranty
- Wind warranty upgrade to 130 MPH available. CertainTeed starter and CertainTeed hip & ridge required

See actual warranty for specific details and limitations.

Lake Management Committee
Lake Ventura Association
5003 Ventura Dr
Fremont, NE 68025
lakeventura@aol.com

Monthly Meeting: October 6, 2026, at 6:30pm, Tavern 30

Called to order: Chair Tom Snodgrass, members Steve Alcorn, Brad Novak, Dave Pruss, Ric Flynn.

Approved 9-1-26 minutes following motion by Ric, second by Dave.

Reported from Tom:

Lake level recently at 3.1'; was 2.2' in July; 4.8' after dredging in 2020.

Thermometer for lake temperature is broken.

Alum tentatively set to start on October 27 lasting until November 2. Lake will be closed to boating and swimming during treatment.

Reviewed and provided input regarding proposed Boat Committee/Ski Team letter and Lake Management Committee duties document.

Set a goal of having fish harvest recommendations by annual meeting.

Discussed weed control measures for spring, including granular products, drone deployment which may be cheaper than using the treatment boat. We will have representatives attend our committee meetings for further information.

Submitted by Steve Alcorn

Future topics for consideration by the committee:

2027 target for fish sampling, then:

Managing bass population for larger fish

Long-term stocking plan

Fish harvest recommendations by annual meeting

Fuel Station

From: lakeventura@aol.com <lakeventura@aol.com>
To: Rob Custer
Cc: Tom Snodgrass, Brad & Lisa Novak, Karen Ferrin, Bill Ekeler, Steve Allely, Ric Flynn, Nik Beninato
Date: Sep 13, 2026, 3:11 PM

September 13th, 2026

Dear Rob,

I am writing to you as the Head of the SID#3 Board.

I have received your recent email regarding the fuel pump/station.

I wanted to review on how we got here so everyone on both Boards is being kept apprised of our progress.
We were first approached at our July 2026 Board meeting by Bill Ekler and yourself with the idea of taking over the fueling station. We agreed to begin a process of looking at that as an opportunity but did not flatly agree to it. We were informed that a proposal was being put together and that you were looking at several companies that maybe able to assist in this. We agreed to move forward at looking at some options or proposals.

To be clear, you are essentially asking us to assume a small business, a single pump fuel station. The proposal we were anticipating was to be a businesses pro forma so we knew all costs involved up front, any regulatory and insurance needs, what the fuel provided in revenue over the last 2-5 years, maintenance on the tank and other infrastructure as needed. That is the minimal information we would need or anyone considering a small business purchase to make an informed decision. The decision we make impacts all 113 lot owners. This would have given us a baseline for the two Boards to work from to make sure this was a doable proposition.

What we recieved was a 22 page attorney driven contract. When the Board had an opportunity to review it we felt we could not sign that document. There was too many unknowns including the regulatory and insurance needs. The insurance requirements outlined have an estimated cost of $15-20,000. The information you replied with that you thought it would be less than $200/year seems beyond low considering it is more than that to insure my car. This insurance would need to include the environmental protection against a catastrophe if that occured. A company as large as State Farm does not have the ability to provide that type of insurance. I am obtaining a bid specifically for the LVA Board for a million dollars of personal liability per member per year. The initial estimate for that was roughly one thousand dollars per year. After we fully discussed the above we made the

decision we could not move forward with transitioning the fuel station to the LVA. We unanimously felt that creating a partnership with a third party such as SAPP Brothers was the option moving forward. I informed you of this decision Thursday September 10th, 2026. I have a call with an insurance company on Monday recommended to us by State Farm to confirm costs for insurance associated with running and operating a fueling station.

We acknowledge the need for the SID to "do something" with it's ownership of the fueling station but given the information we currently have we cannot move forward. We entered into this sincerely wanting to work together on this and as you stated in your email was very excited and enthusiastic about it. We are disappointed of course about this but want to continue to work together in the rest of the ramp project and will help however we can with the fueling station.

Thank you to the entire SID #3 Board for their leadership and time. We are blessed to have such caring individuals on both Boards to work with.

Respectfully,

Brett Fischer, President
LVA Board of Directors

No, a Sanitary and Improvement District (SID) in Nebraska cannot directly own and operate a commercial or retail lake/boat fuel station. SIDs are specialized, limited-power political subdivisions created strictly to finance, construct, and maintain public infrastructure and basic services in developments outside city limits.

Nebraska Legislature (.gov)
+1
While Nebraska law gives SIDs the authority to build and maintain recreational lake infrastructure—such as public waterways, docks, wharfs, and parks—it does not grant them the statutory power to run a retail commercial enterprise.

Nebraska Legislature (.gov)
Where the Legal Boundaries Lie
Limited Statutory Powers: Under Nebraska Revised Statute § 31-727, an SID's powers are explicitly enumerated. Because they function as quasi-municipal corporations, they can only exercise powers explicitly granted by the state legislature. Operating a retail business like selling boat fuel to the public falls completely outside of this authorized public infrastructure mandate.

Nebraska Legislature (.gov)
Internal Maintenance vs. Commercial Sales: An SID is permitted to own fuel storage tanks exclusively for internal operational purposes. For example, some lake-based SIDs own private fuel tanks to supply gasoline or diesel to a caretaker's maintenance equipment. "...the State Fire Marshall had ordered the District and Association to stop using the gasoline and diesel fuel storage tanks used by the caretaker at the lake, as they are unsafe. Options for fixed tanks... were discussed." -- [Sanitary and Improvement District No. 1 of Cass County]. However, this fuel cannot be sold to residents or the public commercially.

www.sid1.org
How Lake Fuel Stations Are Actually Handled: At residential lake developments in Nebraska, marine fuel docks and convenience stores are typically owned and operated by a private marina developer, a commercial vendor, or a private non-profit Homeowners Association (HOA) rather than the SID itself.

www.sid1.org
+1
Structural Differences for Lake Developments
To stay compliant with Nebraska law, lake communities split responsibilities between the public district and private entities:
Entity Type Permitted Actions Retail/Commercial Operations?
Sanitary & Improvement District (SID) Owns and maintains the lake basin, public docks, boat ramps, roads, and dams.No. Cannot operate a business or sell retail goods.
Homeowners Association (HOA) / Private Marina Manages community rules, clubhouses, and private amenities. Can lease space to or run a commercial marina. Yes. Can legally own, operate, or contract out a retail boat fuel station.

Operating a lake fuel station places a Homeowners Association (HOA) into a high-risk commercial category. Standard HOA master insurance policies strictly exclude commercial marine fueling operations.

Pacific Ocean Marine Insurance Brokers, Inc.
To own and run a boat fuel station legally and safely, an HOA must transition into a commercial Marina Insurance Package.

ManageCasa

☐ Required Insurance Coverages

1. Environmental & Pollution Liability Insurance
What it covers: This is the most critical and expensive policy. It covers the astronomical costs of emergency fuel spill containment, water and soil remediation, government environmental fines, and third-party property damage.

Norvos Insurance
+1
Why you need it: Standard general liability policies have an absolute pollution exclusion clause. Even a minor sheen of fuel on the water from a faulty nozzle or a leaking line can trigger heavy fines and cleanup mandates from state agencies and the EPA.

Facebook
+1
2. Marina Operators Legal Liability (MOLL)
What it covers: Liability for damage to homeowners' or guests' boats while they are in the "care, custody, or control" of the HOA's fueling facility.

WQIS
+1
Why you need it: If an HOA fuel attendant accidentally misfuels a boat (e.g., puts gas into a diesel tank) or if a dock structure collapses and damages a boat during fueling, MOLL covers the repairs.

WQIS
3. Commercial General Liability (CGL) with a Fueling Endorsement
What it covers: Slip-and-fall injuries on the fuel dock, fires, or explosions originating at the fuel pump.
Why you need it: Boat docks are slick, and mixing static electricity, fuel vapors, and moving water creates a high bodily injury risk. The policy must explicitly feature a fueling endorsement.

Haven Dock & Marine
+2
4. Commercial Property & Inland Marine Coverage
What it covers: Physical damage to the actual fueling infrastructure, including the floating docks, dispensers, above-ground or underground storage tanks (ASTs/USTs), and piping.
Why you need it: Protects the HOA against structural losses from heavy storms, ice heaving, or boat collisions destroying the equipment.

Premier Petroleum
+2
5. Directors & Officers (D&O) Expansion
What it covers: Protects the volunteer HOA board members from personal lawsuits filed by homeowners.
Why you need it: Homeowners may sue the board for breach of fiduciary duty if the fuel station operates at a loss, causes a spike in HOA dues, or drops community property values due to an environmental mishap

Because marine fueling is a niche, high-hazard risk, policies must be written through specialized surplus lines insurers. For a typical small-to-medium residential lake HOA operating a 1-to-2 pump fuel station, expect the following estimated annual premiums:

Policy Type	Estimated Annual Premium	Common Coverage Limits
Environmental / Pollution Liability	$5,000 – $15,000+	$1,000,000
Marina General Liability & MOLL	$4,000 – $8,000	$1,000,000 / $2,000,000
Commercial Property (Docks/Tanks)	$3,000 – $7,000	Replacement Cost Value
Commercial Umbrella / Excess Liability	$2,500 – $5,000	$5,000,000 policy extension
Total Estimated Annual Premium	$14,500 – $35,000+	Varies heavily by lake size & volume

LVA Board of Directors Meeting

October 13th, 2026

Insurance Information Summary

Distinction Risk Solutions

Chad Bertucci, President

Minimal insurance recommendations:

1) Director and Officers Liability Insurance – protects past, present and future board members from personal financial loss for any decisions, actions while serving the organization

2) General Liability Insurance – Usually covers bodily injury, property damage, personal and advertising injury. Standard limits $1,000,000.00 per occurrence, $2,000,000.00 total limit

3) Umbrella policy – Covers Board above and beyond general liability. $1,000,000.00 - $5,000,000.00

4) Pollution/Environmental policy – gas pump and lake spraying coverage. Most expensive highest risk

5) Boat insurance/liability - separate policy

6) Property/Storage Tank Coverage – maybe included in general liability and environmental

Recs: Total cost for above could run 1/3 to ½ of our total budget, 25K-30K/year

Outsource Lake spraying and gas facility

Separate policies from SID

INSPRO/MMA

Ben Hutton, Business Insurance Advisor

Recs: Agreed with all above insurance. Less concerned about joint insurance with SID but would not argue with doing separately. Agreed with rough estimate above for all insurance

SID #3 Insurance

Nik Beninato, SID Board Member and Independent Insurance Agent

1) Currently we have a general liability policy and umbrella policy. SID #3 and LVA are named as coinsured. No additional policies are in place.

Overall Thoughts:

1) Cost of complete coverage is cost prohibitive from moving forward with the gas/fuel facility.

2) The Board should have a Directors and Officers Liability Policy, Boat insurance/liability (if we continue to spray), General Liability Insurance, and an Umbrella Policy.

3) Decide if the umbrella and general liability policy should continue as is with the SID #3 or obtain separate insurance

4) Have all insurance in place for April 1st, 2027, so premiums are paid and are due then.

5) Build insurance costs into budget

INSPIRED

Outlook

RE: Lake Ventura HOA liability coverages

From Chad Bertucci <chad.bertucci@distinctionrisk.com>
Date Thu 10/8/2026 1:45 PM
To BrettandKris Fischer <fischer68025@msn.com>

Hi Brett -
In terms of the coverage questions, here is what would be suggested in your situation.

1. Directors and Officers Liability
2. General Liability
3. Pollution/Environmental Liability
    a. Not just for the gas pumps but also the chemical spraying of the lake
        i. NOTE: On the chemical spraying I am not sure what the cost would to outsource this as well, but this is one area if you could economically do so it may not be a bad idea in order to offset liability to the HOA. Lawsuits around chemical exposures have been liability landmines the past 10-15 years.
4. Boat liability – it would need to be a separate policy for the operation of it
5. Property - Lower risk perhaps but property coverage for the pumps, any protective buildings/structures, docks. Do you have any other property owned by the HOA?
6. Storage tank coverage – this is separate or may be combined with the site pollution and environmental
7. Umbrella/Excess – again with the lake and chemical exposures the HOAs liability is definitely higher and as a private lake you don't have the same statutory protections of a public lake, so may want higher limits in place

I have reached out to a few of the more standard HOA carriers and they declined to look at due to the lake and gas pump. Do you happen to have information on the two lawsuits as well?

With 96 homes and a private lake, if you could economically have someone else own and operate the pumps and do the chemical spraying of the lake it will offset a good deal of your liability and costs, particularly if you require those providers to name you as additional insured on their policies.

To really home in on insurance markets and potential cost we'll need to get more information on the fuel pumps and tanks (age, size/capacity, proximity to water and other properties), nature of chemicals being sprayed, who is doing the work, experience in doing it. I would expect the insurance costs to be a decent chunk (perhaps 1/3 to ½) of the annual HOA budget (I think you said in the $60K range) to fully insure the exposures as they look to currently exist…driven by the pollution exposures.

Thanks
Chad

Chad Bertucci | President

Auto-Owners

26449 (07-00)
Issued 05-26-2026

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

UMBRELLA POLICY DECLARATIONS

AGENCY DPA INSURANCE SERVICES LLC
20-0227-00 MKT TERR 084 (402) 704-2145

Renewal Effective 07-01-2026

POLICY NUMBER **54-579-153-00**

Company Use 39-21-NE-2307

INSURED LAKE VENTURA ASSOCIATION
SEE FORM 59270

ADDRESS PO BOX 151

FREMONT NE 68026-0151

Company Bill

POLICY TERM
12:01 a.m. 07-01-2026 to 12:01 a.m. 07-01-2027

In consideration of payment of the premium shown below, this policy is renewed. Please attach this Declarations and attachments to your policy. If you have any questions, please consult with your agent.

COMMERCIAL UMBRELLA

LIMITS OF LIABILITY:

Products-Completed Operations Aggregate	$ 2,000,000
Employers Liability Aggregate	$ 2,000,000
Other Aggregate	$ 2,000,000
Each Incident Limit	$ 2,000,000

RETAINED LIMIT: $ 10,000 (Waived when an Auto-Owners Insurance Group Company provides both the Commercial Automobile and Commercial General Liability coverage).

FORMS THAT APPLY TO THIS POLICY:

26800	(07-05)	26606	(09-19)	26890	(07-05)	59350	(01-15)	26366	(07-05)
26505	(07-08)	26527	(09-09)	26531	(07-05)	66085	(12-24)	66088	(09-14)
66119	(12-15)	66127	(06-17)	66151	(12-17)	66174	(12-17)	66175	(12-17)
66206	(09-19)	66244	(06-21)	66316	(07-24)	66323	(12-24)	26296	(07-05)
26827	(07-05)	26832	(07-05)						

	PREMIUM
COMMERCIAL UMBRELLA PREMIUM	$1,599.84

THE POLICY PREMIUM SHOWN ABOVE INCLUDES:
TERRORISM
CERTIFIED ACTS SEE FORMS 59350, 26505, 59390 $15.84

	TERM
TOTAL POLICY PREMIUM	$1,599.84

PROGRAM: Commercial

A 5% Cumulative Multi-Policy Discount applies. Supporting policies are marked with an (X):
Comm Auto( ) Comm Prop/Comm Liab(X) Farm( ) WC( ) Life( ) Personal( ).

AUTO-OWNERS INS. CO.

26449 (07-00)
Issued 05-26-2026

AGENCY DPA INSURANCE SERVICES LLC
20-0227-00 MKT TERR 084

Company Bill

POLICY NUMBER **54-579-153-00**
Company Use 39-21-NE-2307

INSURED LAKE VENTURA ASSOCIATION

Term 07-01-2026 to 07-01-2027

SCHEDULE OF UNDERLYING INSURANCE

NAME OF INSURER	TYPE OF POLICY	YOU HAVE AGREED TO MAINTAIN LIMITS AS FOLLOWS:	
OWNERS INSURANCE COMPANY	COMMERCIAL GENERAL LIABILITY	BODILY INJURY and	PROPERTY DAMAGE
	General Aggregate	$2,000,000	$2,000,000
	Products and Completed Operations Aggregate	$2,000,000	$2,000,000
	Occurrence	$1,000,000	$1,000,000
	Personal/Advertising Injury	$1,000,000	
	Hired/Non-Ownership Automobile Liability		Included
AUTO-OWNERS INSURANCE COMPANY	EMPLOYER'S LIABILITY		LIMIT
	Bodily Injury by Accident	Per Accident	$500,000
	Bodily Injury by Disease	Per Employee	$500,000
	Bodily Injury by Disease	Policy Limit	$500,000

59270 (2-97)

NAMED INSURED SCHEDULE

LAKE VENTURA ASSOCIATION

SANITARY IMPROVEMENT DIST 3

Owners Ins. Co.

Issued 04-14-2026

AGENCY DPA INSURANCE SERVICES LLC
20-0227-00 MKT TERR 084

Company Bill

POLICY NUMBER 234620-39580050-26
39-46-NE-2307

INSURED LAKE VENTURA ASSOCIATION

Term 07-01-2026 to 07-01-2027

54104 (07-87)

COMMERCIAL PROPERTY COVERAGE

55198 (12-10)

PREMIER PROPERTY PLUS COVERAGE PACKAGE DECLARATION

The coverages and limits below apply separately to each location or sublocation that sustains a loss to covered property and is designated in the Commercial Property Coverage Declarations. No deductible applies to the below Property Plus Coverages.

COVERAGE	LIMIT
ACCOUNTS RECEIVABLE	$200,000
BAILEES	$15,000
	$10,000 PER ITEM
BUSINESS INCOME & EXTRA EXPENSE W/RENTAL VALUE, INCLUDING NEWLY ACQUIRED LOC'S 0 HOUR WAITING PERIOD	$150,000
DEBRIS REMOVAL	$100,000
ELECTRONIC DATA PROCESSING EQUIPMENT	$100,000
EMPLOYEE DISHONESTY	$50,000
FINE ARTS, COLLECTIBLES AND MEMORABILIA	$50,000
	$10,000 PER ITEM
FIRE DEPARTMENT SERVICE CHARGE	$25,000
FORGERY AND ALTERATION	$50,000
MONEY AND SECURITIES INSIDE PREMISES	$50,000
MONEY AND SECURITIES OUTSIDE PREMISES	$50,000
NEWLY ACQUIRED BUSINESS PERSONAL PROPERTY	$500,000 FOR 90 DAYS
NEWLY ACQUIRED OR CONSTRUCTED PROPERTY	$1,000,000 FOR 90 DAYS
ORDINANCE OR LAW	SEE COMMERCIAL PROPERTY DECLARATIONS
OUTDOOR PROPERTY	$25,000
TREES, SHRUBS OR PLANTS	$1,000 PER ITEM
RADIO OR TELEVISION ANTENNAS	$20,000
PERSONAL EFFECTS AND PROPERTY OF OTHERS	$50,000
POLLUTANT CLEAN UP AND REMOVAL	$100,000
PROPERTY IN TRANSIT	$100,000
PROPERTY OFF PREMISES	$100,000
REFRIGERATED PRODUCTS	$25,000
SALESPERSON'S SAMPLES	$25,000

Owners Ins. Co.

Issued 04-14-2026

AGENCY DPA INSURANCE SERVICES LLC
20-0227-00 MKT TERR 084

Company Bill

POLICY NUMBER 234620-39580050-26
39-46-NE-2307

INSURED LAKE VENTURA ASSOCIATION

Term 07-01-2026 to 07-01-2027

Forms that apply to this building:

59351	(01-15)	54835	(07-08)	CP0124	(07-00)	IL0022	(05-87)	64022	(12-10)
IL0003	(07-02)	54331	(03-06)	64224	(01-16)	59325	(12-19)	64326	(07-19)
IL0017	(11-85)	64393	(08-22)	CP0090	(07-88)	64000	(12-10)	64010	(12-10)
54843	(07-19)	64020	(12-10)	64004	(12-10)	64352	(12-20)	59392	(11-20)

COMMERCIAL PROPERTY COVERAGE - LOCATION 0001 SUMMARY	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59351	EXCLUDED
TERRORISM COVERAGE	
A PREMIUM CHARGE MAY BE MADE EFFECTIVE 01-01-28 SEE FORMS 54835, 59392	
LOCATION 0001	**$8,317.00**

55040 (11-87)

COMMERCIAL GENERAL LIABILITY COVERAGE

COVERAGE	LIMITS OF INSURANCE
Bodily Injury General Aggregate	$2,000,000
Property Damage General Aggregate	$2,000,000
Bodily Injury Products/Completed Operations Aggregate	$2,000,000
Property Damage Products/Completed Operations Aggregate	$2,000,000
Personal And Advertising Injury	$1,000,000
Bodily Injury	$1,000,000 Each Occurrence
Property Damage	$1,000,000 Each Occurrence
Assn Directors/Officers Errors and Omissions Agg	$1,000,000
Assn Directors/Officers Errors and Omissions Occ	$1,000,000
Bodily Injury Hired Auto & Non-Owned Auto	$1,000,000 Each Occurrence
Property Damage Hired Auto & Non-Owned Auto	$1,000,000 Each Occurrence
COMMERCIAL GENERAL LIABILITY PLUS ENDORSEMENT	
Damage to Premises Rented to You (Fire, Lightning, Explosion, Smoke or Water Damage)	$300,000 Any One Premises
Medical Payments	$10,000 Any One Person
Bodily Injury Hired Auto & Non-Owned Auto	$1,000,000 Each Occurrence
Property Damage Hired Auto & Non-Owned Auto	$1,000,000 Each Occurrence
Expanded Coverage Details See Form:	
Extended Watercraft	
Personal Injury Extension	
Broadened Supplementary Payments	
Broadened Knowledge Of Occurrence	
Additional Products-Completed Operations Aggregate	

Lot #10 Construction

From: lakeventura@aol.com <lakeventura@aol.com>
To: Norm Hedgecock
Date: Aug 31, 2026, 6:23 PM

Dear Norm.
I've attached a letter from the Board after reviewing Debbie and your concerns. I hope we have answered your questions and concerns.
If you have any other questions or concerns please reach out. The Board takes this very seriously and want to make sure we are applying all rules, regulations and covenants equally and fairly. We are also diligently working on the transparency of these decisions. I also will place a hard copy in your mailbox.

Brett



Hedgecock Letter.docx
31 KB

Lake Ventura HOA Board of Directors
5003 Ventura Dr
Fremont, NE 8025
402-719-0370

Norman and Debra Hedgecock
5051 Ventura Dr.
Fremont, NE 68025

August 31st, 2026

Dear Norm and Debbie,

The entire Board of Directors wants to extend our sincere appreciation regarding your attendance at the last Board of Directors meeting.

You brought up very legitimate and well-articulated concerns regarding the construction project on Lot # 10. We pledged to you that evening that we would do a review of the covenants as it pertains to your concerns and your home.

Concern #1 – Covenant # - 20 Line of sight
Both the architectural committee reviewed the current plans, reviewed the project from your primary viewing site and the neighbors to the west of Lot #10. We felt that a compromise would be to push the deck/roof extension back 5 feet and that would allow greater than 100 degrees of viewing. After meeting with the owners of Lot #10 they voluntarily decided not to extend back from the east side in front of the current east addition, but as you suggested only extend the west side of the deck. This was reviewed and approved by the Architectural committee and the Board.

Concern #2 – Covenant #11 - Encroachment on rear pin easement

We went back and reviewed the original Platt for Lave Ventura from 1973. We obtained the east and west lot line length. To have a second point of reference we reviewed the Lot #10's dimensions including the distance on both the east and west side of the property on the County's website The measurement from the front surveyor pins back are roughly 210 feet on the west side and 204 feet on the east side. We had the contractor measure those distances and the proposed deck extension and the 35-foot setback. The extension is well within that distance and not a violation of the covenant. We have left the stakes and measurements visible if you would like to see or review them.

We have authorized Stevens and their contractor to continue with the project. I hope we have adequately reviewed your concerns. If there are any additional questions, please do not hesitate to ask any Board member.

Lake Ventura Board of Directors:
Brett Fisher (President), Tom Snodgrass (Vice - President),
Karen Ferrin (Treasurer), Ellen Janssen (Secretary), Lisa Novak (Member at Large)

SAATHOFF
LAW GROUP
PC, LLO

440 Regency Parkway Drive, #132
Omaha, NE 68114
(p) 402.333.8488 | (f) 402.333.8020
matt@saathofflaw.com

September 8, 2026

Lake Ventura Board of Directors
% Dr. Brett Fischer
5131 Ventura Drive
Fremont, Nebraska 68025

Dennis and Diane Stevens
1860 County Road 18
Ames, Nebraska 68621

RE: 5051 Ventura Drive and 5101 Ventura Drive

Dear Board of Directors for the Lake Ventura Association and Dennis and Diane Stevens

Be advised that this firm represents Norman and Debra Hedgecock as it pertains to their rights as homeowners of the real estate located at 5051 Ventura Drive, Fremont, Nebraska 68025 (hereinafter, the "Hedgecock Property"). Please direct any and all future correspondence regarding the Hedgecock Property to this Firm and the undersigned.

It has come to our clients' attention that the owners of 5101 Ventura Drive, Fremont, Nebraska 68025 (hereinafter, the "Stevens Property"), the real estate directly to the west of the Hedgecock Property, is currently in the process of improving the Stevens Property. However, our clients have had an opportunity to review the proposed additions to the Stevens Property, particularly the new deck to be installed. Having reviewed this addition to the Stevens Property, it appears that any new deck to be installed upon the Stevens Property will be clearly in violation of the Covenants for Lake Ventura Subdivision (hereinafter, the "Covenants").

Based upon our understanding of the existing residence upon the Stevens Property, it falls directly thirty-five feet from the shoreline stake upon the Stevens Property, all in accordance with Paragraph 11 of the Covenants. Paragraph 11 of the Covenants states, with no limitation, that "[n]o residence shall be located nearer than 10 feet to any side lot line, nor closer than 35 feet from the street lot line, nor closer than 35 feet to the shoreline stake." It is clear that the proposed deck upon the Stevens Property will be in direct violation of the Covenant. Therefore, such construction must cease forthwith and any future construction upon such land must conform with the duties and obligations of homeowners of Lake Ventura Association as delineated by the Covenants.

Demand is hereby made upon you that, within ten (10) days from the date of this letter, both the Stevens and the Board of Directors of the Lake Ventura Association confirm, in writing,

that any and all construction related to extending the residence upon the Stevens Property beyond the 35-foot set-back requirement will be ceased and no further construction occur, which would be in violation of the Covenants. Should we not receive a response to this letter within ten (10) days confirming such action, our clients have directed our firm to take any and all legal action necessary and available to halt such construction, which may include, but would not necessarily be limited to, filing litigation, seeking temporary restraining orders, and seeking preliminary and permanent injunctive relief.

Govern yourselves accordingly.

Very truly yours,

Matthew P. Saathoff
The Saathoff Law Group, PC, LLO

MPS/ja

Lake Ventura HOA Board of Directors
5003 Ventura Dr
Fremont, NE 68025
402-719-0370

September 17, 2026

Jacob A. Acers
Saathoff Law Group
440 Regency Parkway Drive, Suite 132
Omaha, NE 68114

RE: 5051 Ventura Dr and 5101 Ventura Dr.

Dear Mr. Acers,

The Lake Ventura Association Board of Directors is in receipt of your letter dated September 8, 2026, requesting written confirmation that no construction will occur on the Stevens property that violates the 35-foot shoreline setback outlined in Covenant 11, page 9 of the Lake Ventura Association Handbook, 2023 edition.

In direct compliance with your request, the Board affirms that no construction will occur at 5101 Ventura Drive, which extends beyond the 35-foot setback. Following discussions regarding your clients' concerns, the owners of 5101 Ventura Drive have agreed to decrease the scope of their project and will limit their deck extension to sixteen (16) feet to ensure strict compliance with the covenants.

The Board has thoroughly reviewed the revised measurements for this 16-foot extension. Please see the enclosed photograph of the property in question. The photograph includes marked physical measurements. The yellow circles indicate the measured shoreline pins. Those measurements were obtained from a survey recently completed and confirmed using the original Platt map for the subdivision and measurements obtained from the Dodge County Assessor's website. The red box marks thirty-five (35) feet measured back from the newly revised deck extension. The photograph clearly demonstrates that the 35-foot setback falls well inside the shoreline pins. The revised project clearly does not violate the 35-foot setback covenant.

If your clients remain dissatisfied or believe this revised plan still violates the covenants, we ask that they submit their complaint in writing and present it, along with any evidence they might possess, at our next scheduled board meeting. We will be happy to address their concerns at that time in accordance with our standard association complaint process.

The Board of Directors considers this matter resolved and the current revised construction plan to be in full compliance with the Lake Ventura Subdivision Covenants.

Lake Ventura Board of Directors:
Brett Fischer (President), Tom Snodgrass (Vice - President),
Karen Ferrin (Treasurer), Ellen Janssen (Secretary), Lisa Novak (Member at Large)

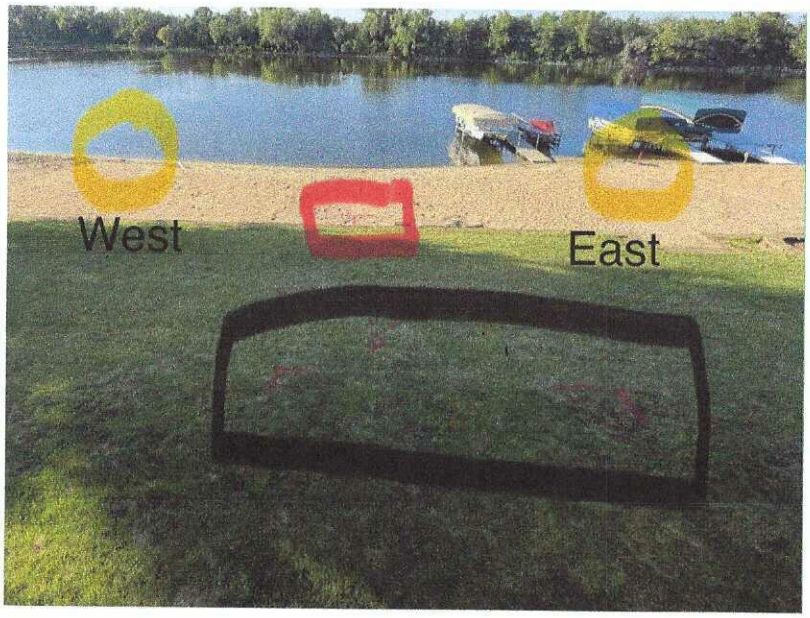
Lake Ventura HOA Board of Directors
5003 Ventura Dr
Fremont, NE 68025
402-719-0370

Sincerely,

Brett W. Fischer, M.D.
President, Lake Ventura Association, Board of Directors

CC:
Norman & Debra Hedgecock
5051 Ventura Dr, Fremont, NE 68025
2331 Bretigne Dr, Lincoln, NE 68512

Dennis & Diane Stevens
5101 Ventura Dr, Fremont, NE 68025
1860 Co Rd 18, Ames, NE 68621



Picture looking North

Lake Ventura Board of Directors:
Brett Fischer (President), Tom Snodgrass (Vice - President),
Karen Ferrin (Treasurer), Ellen Janssen (Secretary), Lisa Novak (Member at Large)

Re: Lake Ventura

From: Brett Fischer BFischer@MDwestone.com
To: Jacob Acers jacob@saathofflaw.com
Date: Thu, Sep 17, 2026, 8:13 PM
5051 Ventura Dr and 5101 Ventura Dr.eml 3 MB

Get Outlook for iOS

From: Jacob Acers Jacob@saathofflaw.com
To: Brett Fischer BFischer@MDwestone.com
Date: Fri, Oct 2, 2026, 7:53 AM

CAUTION: This email originated from outside of MDWest ONE. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Warning: Unusual sender <jacob@saathofflaw.com>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Dr. Fischer,

I appreciate your patience on this matter. After further discussion with our clients, we and our clients are declining to proceed with this matte further.

We appreciate your diligent and timely responses to our inquiries. Thank you.

JACOB A. ACERS
Attorney

SAATHOFF
LAW GROUP
PC, LLO
210 Regency Parkway Drive, Ste. 100
Omaha, NE 68114
Office: 402.333.8488 ext. 109
Direct: 402.401.6309

jacob@saathofflaw.com

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****

From: Brett Fischer BFischer@MDwestone.com
To: Jacob Acers jacob@saathofflaw.com
Date: Mon, Oct 5, 2026, 7:22 PM

Jacob
I am in receipt of your email. Thank you for your assistance in this matter.
Brett

Get Outlook for iOS

---

3 Emails

Lake Ventura Association
5003 Ventura Dr
Fremont, NE 68025
lakeventura@aol.com

Oct 13, 2026

Michael L. and Lauren M. Murer (Lot 42)

5275 Ventura Dr

Fremont, NE, 68025

mikemurer1@gmail.com

Re: Notice of Decision on Violation – Architectural Compliance and Roof Covenants

Dear Mr. and Mrs. Murer,

We are writing to you regarding your property at 5275 Ventura Dr. At the time of purchase, you were made aware that Lake Ventura has a homeowners association (HOA). The primary duty of the Board of Directors is the enforcement of all rules, regulations, and covenants of Lake Ventura (page 7 LVA Handbook). As the current owners, the Board of Directors is hereby notifying you that the Lake Ventura Association (LVA) Board of Directors has reviewed the current status of the roof on Lot 42 and has determined that the property is in violation of the association's architectural and roofing covenants.

The Board is proceeding in accordance with the "Procedures as to Violations of Rules and Regulations and Covenants" as outlined on pages 32-33 of the 2023 Lake Ventura Association Handbook. A summary of the proceedings is as follows:

Step 1: Complaint Filed

A formal complaint was received regarding the unapproved roofing materials on Lot 42, in September 2025. The current roof deviates from Covenant 1 (Handbook, p. 9) requiring prior Board approval, and Supplementary Covenant 1.a (Handbook, p. 13) dictating approved roofing materials and colors.

Step 2: Board Investigation

The Board of Directors conducted an investigation into the architectural record and physical state of the property. It was determined at that time there was in fact a violation.

Step 3: Determination of Probable Violation

On Wednesday, August 26, 2026, the Board determined that a covenant violation persists based on the following facts:

- On August 21st of 2025, the owners of Lot 42 filed a request to shingle the roof with a shingle with color "weathered wood".
- On September 9, 2025, the Association's Board of Directors approved the request.
- On September 26th of 2025, Lot 42 owners installed a shingle of color "Rustic Black".
- This constitutes a direct violation of Covenant 1 (p. 9), which mandates that structures must be constructed according to the plans and specifications approved by the Board. Installing a shingle different from the approved application violates this covenant.
- Furthermore, the color of Rustic Black violates Supplementary Covenant 1.a (p. 13), which explicitly requires the roof to be "weathered-wood color only."
- On July 24, 2026, the property was transferred from Kent and Amy Johnson (Trustees) to Michael L. and Lauren M. Murer.
- As per a text conversation on August 19th, 2026, between Michael Murer and two members of the LVA board, Michael confirmed he was aware of this issue when the property was purchased.
- The property transfer did not resolve the violations of the LVA covenants. The property remains in violation, and the current owners are not absolved of responsibility to correct the violations.

Step 4: Respondent Review and Response

You were required to submit any evidence or arguments that your property is not in violation of these provisions within 3 business days after receiving this letter, by the end of the day on Wednesday, September 2, 2026. You did not provide any written documentation.

Step 5: Scheduled Final Review

The Board scheduled and held a final review at the September 8th board meeting at 6:30 pm (5131 Ventura Dr). Mike Murer attended this meeting to discuss the matter in person.

Step 6: Review of Evidence

At that meeting, the Board reviewed the unapproved Rustic Black installation on Lot 42 and discussed the matter with Mike Murer. Mr. Murer noted his background working in general construction where he installed approximately 10 weathered wood roofs and stated he wished the roof was a weathered wood color. He acknowledged understanding the dispute regarding the roof color prior to purchasing the property and expected to be joined in litigation, noting the purchase agreement was structured accordingly.

Step 7: Final Violation Determination

Following the discussion at the September 8th meeting, the Board determined that covenant violations run with the land and formally voted to find that Lot 42 continues to be in violation of two specific covenant infractions:

1) Covenant 1 (LVA Handbook, p. 9), which mandates prior approval of architectural changes and requiring construction according to approved plans, noting that the former owners of Lot 42 submitted a form on August 21, 2025, requesting to install "Weathered Wood" colored shingles, which was approved by the Board on September 9, 2025; however, "Rustic Black" shingles were installed instead. The board emphasizes that it is merely demanding the execution and fulfillment of the exact, legally binding contract and permit that was applied for and approved, and although this document was signed by the prior owners, the new owners remain responsible for complying with this contract. If the previous owners did not disclose the form they signed committing to install weathered wood colored shingles, it remains a fully binding contract and any disclosure or representation issues between the buyers and sellers are matters to be resolved between them, leaving the current owners responsible to the Association.

2) Supplementary Covenant 1.a (LVA Handbook, p. 13), which explicitly restricts acceptable roofing materials to "weathered-wood color only." Although Michael L. and Lauren M. Murer are the new owners of Lot 42, they remain responsible for bringing the property into compliance, as covenant violations run with the land.

Step 8: Enforcement

Pursuant to the LVA procedures and bylaws—specifically the "Duties of Directors" (LVA Handbook, p. 7), Association Bylaws (p. 8), and Section 8 of "Procedures as to Violations of Rules and Regulations and Covenants" (LVA Handbook, pp. 32–33)—which authorize the Board to restrict access to the lake and common areas, take legal action to remedy ongoing violations, recover all attorney fees, legal costs, and court expenses, and impose statutory liens at twice the fine rate for ongoing non-compliance, the Board is enacting the following enforcement measures:

- Lot 42 is not in good standing with the association, meaning the owners cannot attend meetings or vote on association matters.
- Lot 42 is not allowed to use or access the lake and will not be permitted to launch a boat onto the lake.

The Lake Ventura Association will continue to pursue legal action to compel the owners of Lot 42 to install the shingles they agreed to on September 9th, 2025.

Please direct all further communication regarding this matter to lakeventura@aol.com for direct handling.

Sincerely,

Board of Directors, Lake Ventura Association