

ARCHITECTURAL CONTROL COMMITTEE

**GRADING APPLICATION**

TRACT: \_\_\_\_\_ LOT: \_\_\_\_\_

NAME OF OWNER: \_\_\_\_\_

MAILING  
ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

SITE ADDRESS: \_\_\_\_\_

CUT: \_\_\_\_\_ FILL: \_\_\_\_\_

I HAVE READ AND UNDERSTAND THE ARCHITECTURAL CONTROL COMMITTEE PROCEDURE AND REQUIREMENTS AND THE RESTRICTIVE COVENANTS FOR CANYON LAKE, AND WILL COMPLY WITH ALL PROVISIONS SET FORTH THEREIN, I HEREBY GRANT PERMISSION TO THE COMMITTEE OR THEIR AGENT TO MAKE PERIODIC INSPECTIONS, DURING REASONABLE HOURS TO INSURE THAT CONSTRUCTION IS IN ACCORDANCE WITH APPROVED PLANS. APPROVAL OF THESE PLANS SHALL NOT BE CONSTRUED TO BE A PERMIT FOR, OR APPROVAL OF, ANY VIOLATION OF ANY OF THE PROVISIONS OF THE RULES AND REGULATIONS OF THE CANYON LAKE PROPERTY OWNERS ASSOCIATION.

SIGNATURE OF OWNER: \_\_\_\_\_ DATE: \_\_\_\_\_

Recommendation of Planning Committee APPROVAL: \_\_\_\_\_ REJECTED: \_\_\_\_\_

Approved by Architectural Control Committee

Conditions of Approval

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Date Permit Issued \_\_\_\_\_

Rejected by Architectural Control Committee

Conditions of Rejections

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**CANYON LAKE PROPERTY OWNERS ASSOCIATION  
CONFORMANCE AGREEMENT**

This Agreement is entered into this \_\_\_\_\_ day of 20\_\_ by and between Canyon Lake Property Owners Association ("Association") and \_\_\_\_\_ (referred to herein as "Owner").

Owner is the record fee owner of Lot \_\_\_\_ of Riverside County Tract No. \_\_\_\_\_. Said property shall be referred to herein as the "Property." The Property is located within the common interest development known as Canyon Lake, and is subject to the Declaration of Restrictions recorded against the above-described Tract and the other governing documents of the Association, including the Association's Rules and Regulations. The term "Governing Documents" as used herein shall be deemed to include the Declaration of Restrictions and Rules and Regulations.

The Governing Documents require Owner to apply for and obtain the written permission of the Association's Architectural Control Committee ("ACC") before any improvement upon the Property can be installed, constructed, altered or modified.

In connection with an application for ACC approval submitted by or on behalf of Owner, Owner has posted a Conformance Deposit in the amount of \$\_\_\_\_\_. The Association and Owner desire to and hereby enter into an agreement regarding installation, construction, alteration or modification of improvements on the Property and use of the Conformance Deposit by the Association and the refund, if any, of the unused portion of the Conformance Deposit.

**NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN ASSOCIATION AND OWNER AS FOLLOWS:**

1. No improvement shall be installed, constructed, modified or altered upon the Property unless and until application for the same has been made to and approved, in writing, by the ACC. In the event the ACC gives written permission for the installation, construction, modification or alteration of any improvement or improvements upon the Property, Owner agrees to comply with the Association's Governing Documents and any specific terms or conditions imposed by the ACC and that the installation, construction, modification or alteration shall be in strict compliance with the terms of the ACC approval.
2. Owner shall be responsible for all activity by contractors, subcontractors, material suppliers and their employees and agents and any others that perform work on the Property, including any violation of the Association's Governing Documents, including but not limited to traffic and parking violations. Owner acknowledges and agrees that all such persons are his invitees. Owner shall be responsible for informing all his invitees of the Association's Rules and Regulations. Owner shall be liable for any violation of the Association's Governing Documents by any invitee, including any fine, assessment or

other charge levied in connection therewith.

3. Owner's contractors and other invitees shall travel to and from the job site by the most direct route available and are not authorized to use Association recreational facilities or other amenities while they are in Canyon Lake for performance of work in connection with the Property.
4. Owner hereby consents to and grants the Association a right of entry upon the Property at any time to be used to inspect the Property and the improvements thereon and to be used by the Association or its contractor to remedy any violation upon the Property, including but not limited to removing trash, removing any improvement installed without ACC approval or modifying an improvement to bring the same into compliance with the terms of the ACC's approval.
5. The Conformance Deposit shall be held by the Association and applied, at the Association's sole discretion, to any fine levied against the Property, to cover and/or recoup any costs whatsoever, including administrative and legal costs, incurred by the Association in connection with the Property, or to any unpaid charges or assessments on the Association's account for the Property. For example, the Association could apply all or a portion of the Conformance Deposit to cover the following: fines levied against any invitee of Owner; fines levied for construction violations; costs incurred by the Association in repairing damage to Association property caused by Owner's contractor or other invitee; costs incurred by the Association in curing a violation on the Property; costs incurred in removing or altering an improvement upon the Property; or to an unpaid assessment, special assessment, late charge, interest or collection costs posted to the Association's account for the Property. The foregoing list is illustrative only and in no way represents the only situations where the Association could apply all or a portion of the Conformance Deposit.
6. If Owner notifies the Association, in writing, that the improvement(s) for which the Conformance Deposit was deposited have been completed in accordance with the ACC's approval, and the ACC agrees with the same, the Association will mail the unused portion of the Conformance Deposit, if any, to the Owner's address of record with the Association. Under no circumstances shall Owner be entitled to any interest on any portion of the Conformance Deposit. If no written request for return of a Conformance Deposit is made by Owner within two years from the date when the Conformance Deposit is posted with the Association, the Conformance Deposit will be deemed forfeited to the Association.
7. When a Conformance Deposit, or the remaining portion thereof, is to be returned, it shall be returned by the Association to the current record Owner(s) of the Property. Thus, for example, if there has been a change in the record ownership of the Property between the time when the Conformance Deposit is posted with the Association and the time for return

13. The terms of, and the duties and obligations imposed by, this Agreement shall be binding upon any Owner and any Owner's successors, assigns or transferee.

**IT IS SO AGREED**

Owner(s) \_\_\_\_\_  
(Name of Owner)

(Name of additional Owner)

\_\_\_\_\_  
(Signature)

(Signature of additional Owner)

Mailing Address:

Phone #s: Home: \_\_\_\_\_  
Work:

of the unused portion of the Conformance Deposit, the Conformance Deposit shall be returned to the new owner of the Property. Similarly, if a contractor posts a Conformance Deposit, the return of any unused portion shall be to then current record Owner.

8. Without limiting any of the foregoing, Owner agrees to comply with, and insure that all persons performing any work on the Property or delivering materials to the Property shall adhere to the Association's Rules and Regulations including, without limitation, the following specific rules:
  1. Maintain a clean job site at all times;
  2. No use of Association property for storage of equipment or materials;
  3. Schedule and pass a setback inspection before any footings are poured;
  4. Install ACC approved groundcover on the Property within the time frame required by the Association; and
  5. No loud music or radios.
9. If at any time the amount of the Conformance Deposit falls below 2/3rds of the amount originally required to be posted, Owner agrees to immediately deposit additional sums with the Association in an amount sufficient to return the Conformance Deposit to the originally required level. Until the Conformance Deposit is so replenished, an automatic stop work order shall be in effect.
10. In any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs incurred.
11. Any action to enforce or interpret this Agreement shall be filed in the Superior Court of the County of Riverside, State of California. This Agreement shall be interpreted and enforced in accordance with the laws of the State of California.
12. This Agreement contains the sole and entire agreement and understanding of the parties with respect to the subject matter of this Agreement. Any and all prior discussions, negotiations, agreements, commitments or understandings related hereto, if any, are hereby merged and incorporated herein. No representations, oral or otherwise, express or implied, other than those specifically contained herein, have been made among the parties with respect to the subject of this Agreement. No other agreements not specifically contained herein, oral or otherwise, shall be deemed to exist or to be binding on the parties with regard to the subject matter of this Agreement.