



OFFICE USE ONLY	
Date Rec'd: _____	Staff Initials: _____
Violation: Y or N	EXISTING: Y or N
ACC Date: _____	BOND: Y or N

ARCHITECTURAL CONTROL COMMITTEE
CANYON LAKE PROPERTY OWNERS ASSOCIATION
APPLICATION FOR LAKESIDE APPROVAL

TRACT _____ LOT _____ PHONE: _____

	OWNER	CONTRACTOR
NAME:		
SITE ADDRESS:		
MAILING ADDRESS:		
EMAIL:		

CHECK AND DESCRIBE IMPROVEMENT IN SPACE BELOW

DOCK/RAMP		
CANOPY		
BOAT LIFT		
POOL/SPA		
SEAWALL		
OTHER		

AFTER FINAL APPROVAL OF LAKESIDE IMPROVEMENTS, THERE CAN BE NO MODIFICATION, OR ALTERATIONS WITHOUT ACC APPROVAL.

Signature of Property Owner

Date



**ARCHITECTURAL CONTROL COMMITTEE
CANYON LAKE PROPERTY OWNERS ASSOCIATION
APPLICATION FOR LAKESIDE APPROVAL**

TRACT _____ LOT _____

Submit two (2) complete topographical drawings wet stamped to scale on an attached sheet (scale 1" = 10'). 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.

Submitted herewith are one (1) copy of permit for encroaching structure and a notarized copy of the Indemnification Agreement and Covenant with required plans in sufficient detail to enable the committee to make a reasonable determination as to the feasibility of the proposed improvement. I agree to comply with the Indemnification Agreement and Covenant.

Should my dock or any of its appurtenances fall into a state of disrepair, come loose from its moorings, become a hazard to users of the lake, I hereby authorize the Property Owners Association to remove the dock or its appurtenances from the lake and to store them at my expense. The Architectural Control Committee may make the determination regarding the conditions of my dock. Their determination will be final. I will be bound by their decision.

If construction of the improvements has not started within 90 days from the date of this approval, the approval is rescinded and a new application with fees must be submitted to the committee for consideration.

NEED TO PROVIDE PROOF IN WRITING THAT THE OLD DOCK HAS BEEN DISPOSED OF PROPERLY AND JUST NOT DUMPED OR SUNKEN IN OR AROUND THE LAKE. OWNERS WILL BE CHARGED FOR THE COST OF REMOVING THE DOCK FROM THE LAKE IN THE EVENT THE DOCK IS DUMPED OR SUNK SOMEWHERE IN THE LAKE.

Approved by Architectural Control Committee

Condition of Approval

Date _____

Rejected by Architectural Control Committee

Condition of Rejection

Date _____



CANYON LAKE PROPERTY OWNER'S ASSOCIATION PERMIT FOR ENCROACHING STRUCTURE

This permit for encroaching structure, granted to the undersigned Permittee, by Canyon Lake Property Owner's Association, a California Corporation (herein referred to as CLPOA) on the day and year indicated below. The terms and conditions of this Permit as per June 15, 1977, Resolution (attached) are as follows:

1. **Permit.** Permittee is given permission to build the structure described on Exhibit "A" hereto on the land described on Exhibit "A". Absolutely no other structure of any kind is permitted. NO modifications shall be made without CLPOA'S written consent.

2. **Subject To Lease Agreement.** This permit is granted on for those uses as stated in and subject to all the terms and provisions of that Railroad Canyon Reservoir Lease Agreement, dated February 12, 1968, as heretofore amended, the rights and obligations of "Lessee" thereunder having previously been assigned and transferred to and assumed by CLPOA, together with the terms and conditions as herein provided.

3. **Maintenance.** Permittee shall at all times keep said structure in a neat, clean and orderly condition and shall not allow it to fall into a state of disrepair or in such a condition as may allow the structure or any part of the structure to float free during times of high water levels in the Lake.

4. **Sanitation.** Permittee shall keep the structure free of rubbish, garbage and refuse including, but not limited to, any material such as fish which might contaminate or clutter the lake appearance or water quality. NO petroleum products of any kind shall be stored on the structure.

5. **Responsibility.** The lake is subject to high water levels which may completely flood land over which this Permit is granted. Permittee, by acceptance hereof, assumes all risk of damage to the structure and to any of Permittee's personal property by reason of such high water and agrees that neither CLPOA, not CLPOA's Lessor, Elsinore Valley Municipal Water District, a California corporation (herein referred to as EVMWD) shall have any liability whatsoever for any such damage.

6. **Retained Rights.** In the event the encroaching structure, subject of the Permit, shall at any future time interfere with any reserved use or right of EVMWD provided for in said lease of February 12, 1968, Permittee will on reasonable notice, not exceeding ninety (90) days, remove such structure or make modifications therein as may be required to accommodate such reserved and proposed use. Permittee understands and agrees that all construction and/or its rights, and that the continuation of such improvements and/or use shall not create any rights adverse to EVMWD's.

7. **Indemnity.** Permittee, by acceptance of the Permit and construction of the structure, agrees to hold CLPOA and /or EVMWD harmless and indemnify them from any and all damage, injury or loss of life of the person or property of any person whatsoever arising out of or in connection with the erection, maintenance or use of said structure, including, but not limited to, damage caused or contributed to directly or indirectly, by high water levels or flood flows.

8. **Revocation.** This Permit may be revoked by CLPOA if Permittee fails to comply with the terms and conditions of this Permit within thirty (30) days after written notice from CLPOA of any failure to comply. CLPOA's good faith opinion that a condition is dangerous to persons or property or may contaminate or is contaminating the Lake shall be final and binding on Permittee and shall be grounds for revoking this Permit unless immediately removed.



9. **Failure to Act No Waiver.** Failure of CLPOA to object to any violation of the terms and conditions hereof or to take action to revoke the Permit due to existence of such violation shall not operate as a waiver of any term or condition hereof or of the rights to revoke this Permit regardless of how long such condition or violation had existed and regardless of whether or not CLPOA or its employees had, or should have had knowledge hereof.

10. **Taxes.** Permittee shall be responsible for all taxes assessed against CLPOA or City of Canyon Lake or their property by reason of said structure. In the event any such assessment appears on CLPOA's or EVMWD's tax bills, the amount of any taxes due thereon will be paid by Permittee within ten (10) days after billing by CLPOA or EVMWD. Revocation of the Permit for failure to comply with this provision shall not relieve Permittee of any obligation incurred prior thereto.

11. **Transfers.** This Permit is transferable only on the following two conditions and each of them and not otherwise:

- The transferee must be the owner of the real property abutting on the permit area.
- CLPOA must be given a written acknowledgement by the transferee of the terms and condition of the Permit and the transferee's written agreement to be bound by the terms and conditions of the Permit.

Failure to comply with this provision is a ground for cancellation of the Permit.

12. **Notices.** Notices to Permittee shall be effective for all purposes when mailed by CLPOA by prepaid United States mail to the address of Permittee indicated below. Permittee and any transferee shall be solely responsible for advising CLPOA in writing of any change in the address to which notice is to be mailed.

13. Permittee understands that in the construction and use of the encroaching structure he and his successors and assigns are to be at all times bound by all Rules and Regulations, Architectural Procedures and by-laws of the Association from time to time in effect, and such construction and use shall at all times conform thereto including the requirement the Permittee also obtain the written approval of the Architectural Control Committee for the encroaching structure before any work is commenced.

I have read the terms and conditions of the foregoing Permit and agree to be bound thereby.

Dated: _____

Permittee: _____

Tract/Lot: _____



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 _____, (“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. The Governing Documents also require work on any installation, construction, alteration or modification of any improvement to be completed in a timely manner and per the time parameters set forth in the governing documents and as set by the Planning and Compliance Department. An extension of time may be granted by the ACC upon proof of justification for the extension. Failure to timely complete the improvement and/or seek an extension can result in the forfeiture of all or a portion of the Conformance Deposit which is the subject of this Agreement.

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 \$_____. Said Conformance Deposit is required to assure compliance with this Agreement and the Association’s governing documents. The Association and Owner enter into this regarding the 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 after Owner has been provided notice and an opportunity to be heard.

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,

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; however, before any funds, other than the non-refundable portion referenced above are deducted from the Conformance Deposit, Owner will be provided notice of purposed reduction and provide an opportunity to be heard.

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 the ACC determines that there are deviations from the approved Plans, the Deposit shall not be refunded until all deviations are brought into compliance with the approved Plans. 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 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 ensure 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:

- Maintain a clean job site at all times;
- No use of Association property for storage of equipment or materials;
- Schedule and pass a setback inspection before any footings are poured;
- Install ACC approved groundcover on the Property within the time frame required by the Association; and
- No loud music or radios.

9. If at any time the amount of the Conformance Deposit falls below two thirds (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.

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.

14. In the event of any violation of the Association's Governing Documents at the Property, application of all or part of the Conformance Deposit and/or forfeiture of the same shall not be the Association's exclusive remedy and the Association may take enforcement action, including but not limited to, the filing of a lawsuit in combination with or in lieu of applying the Conformance Deposit or deeming it forfeited.

IT IS SO AGREED

Owner(s):

(Name of Owner)

(Name of additional Owner)

(Signature)

(Signature of additional Owner)

Site Address:

Mailing Address:

Home Phone: _____

Work Phone: _____

Cell Phone: _____