



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



Property Owners Association

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If construction of the improvements has not started within 90 days from the date of this approval, the approval is rescinded and a new application with fees must be submitted to the committee for consideration.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

Condition of Approval

Date _____

Rejected by Architectural 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 rubbish, garbage an 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, Temescal Water Company, a California corporation (herein referred to as Temescal) shall have any liability whatever 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 Temescal 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 irs rights, and that the continuation of such improvements and/or use shall not create any rights adverse to Temescal's.

7. **Indemnity.** Permittee, by acceptance of the Permit and construction of the structure, agrees to hold CLOA and /or Temescal harmless and indemnity them for 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 shall fail 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 good faith opinion that a condition is dangerous to persons or property or may contaminate or is contaminating the Lake shell 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 Temescal or their property by reason of said structure. In the event any such assessment appears on CLPOA's or Temescal's tax bills, the amount of any taxes due thereon will be paid by Permittee within ten (10) days after billing by CLPOA or Temescal. 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:

A. The transferee must be the owner of the real property abutting on the permit area.

B. 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.

Dated: _____

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

Permittee: _____

Tract/Lot: _____