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**Date: 12/2/25**

**Board Action Item**

**To: Board of Directors**

**From: Planning and Compliance Department**

**Re: Rule Revision Approval for Section IX, Section X, and Fine Schedule Changes for PC.2.8, PC.5.13 & PC.6.3.**

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**Introduction**

The rule revisions for **Sections IX** and **Section 10** have been made to be in compliance with the Shoreline Settlement Agreement between **EVMWD** and the **CLPOA**.

**EVMWD** Lease grants permission to **CLPOA** to maintain the shoreline and the improvements located on their property.

Both **EVMWD** and **CLPOA** reached an agreement regarding the shoreline application process. This rule revision includes the shoreline application, additional application process for property with sewer easements, fine schedule changes for **PC.2.8**, **PC.5.13** and **PC.6.3**, and other incidental operating rule changes.

It is recommended that the Board of Directors approve the rule revision to **PC Section XI**, **Section X**, the Fine Schedule changes, and the additions of **PC.2.8**, **PC.5.13**, as attached

**Background**

The **EVMWD** Lake Lease grants permission to **CLPOA** to maintain the shoreline and the improvements located on **EVMWD** property.

The **CLPOA** in turns grants permission to Lakefront Owners to make these improvements.

Lakefront Owners are required to request approval prior to the commencement of the work, as well as maintain the shoreline property, and they are subject to certain conditions and restrictions.

To be in compliance with the shoreline settlement agreement staff are recommending the attached rule revisions for **Section IX**, **Section X**, and changes to the fine schedule for **PC.2.8**, **PC.5.13** and **PC.6.3**. These revisions are recommended for board approval for a **28-day** reading.

The attached rule revision lists the conditions of approvals, and restrictions that have been agreed upon by both parties – **EVMWD** and **CLPOA**.

**Fiscal Impact**

Fine: as attached

**Recommendation**

It is recommended that the Board of Directors approve the rule revision to **PC Section XI, Section X**, the Fine Schedule changes, and the additions of **PC.2.8, PC.5.13, as attached**

**Cheryl Mitchell**

Senior Planning and Compliance Manager

## **Section IX – Lakefront Lots & Shoreline Improvements**

The Canyon Lake development surrounds the Railroad Canyon Reservoir (“Lake”). Elsinore Valley Municipal Water District (“EVMWD”) owns the Lake, which it utilizes as a drinking water reservoir, and a strip of land completely surrounding the Lake, previously called the “Shorezone,” and now called the “Shoreline.” Collectively, the Lake and Shoreline will be referred to as “District Property.” CLPOA leases the District Property from EVMWD, pursuant to a long-term lease agreement (“Lake Lease”). Of CLPOA’s approximately 4,800 separate interest properties, approximately 1,096 are either physically adjacent to the Shoreline, or the owners thereof otherwise have legal access to the Shoreline from their separate interest properties, (collectively, such lots will be referred to as “Lakefront Lots” and the owners thereof will be referred to as “Lakefront Owners”). Lakefront Owners are responsible for knowing the boundary between their separate interest property, and the Shoreline.

The Lake Lease expressly permits CLPOA to maintain certain improvements on the District Property. Historically, CLPOA has, in turn, granted permission to the Lakefront Owners to maintain certain improvements on the District Property, adjacent to their Lakefront Lots, subject to certain terms, conditions, and restrictions. Nearly all Lakefront Owners maintain property improvements on the District Property, including, for example, docks, seawalls, piers, stairs, boathouses, and other property improvements (all “Shoreline Improvements.”)

Absolutely no changes to the Shoreline, including without limitation any modifications, installation, or removal of any Shoreline Improvement, may be made, except if approved by CLPOA, EVMWD, and if necessary, the City, as set forth herein. Any change whatsoever to the Shoreline is classified as either a Material Change, or a Non-Material Change, each of which have separate requirements, set forth below.

In 2015, a dispute arose between CLPOA and EVMWD regarding the Lake Lease, and rights to the Shoreline Improvements, Riverside Superior Court Case No. RIC 1503428 (“EVMWD Litigation”). On September 28, 2020, a class action judgment was entered in the EVMWD Litigation (“Judgment”). The Judgment binds all Lakefront Owners, all Lakefront Lots, CLPOA and EVMWD, and sets forth requirements for the construction and maintenance of Shoreline Improvements, which are incorporated into these rules. All CLPOA Members, regardless of their status as a Lakefront Owner in the Judgment, are bound by these rules, as are all residents, guests, and invitees within the Canyon Lake development. Finally, the City may have additional rules and procedures, which are the Lakefront Owners’ sole responsibility to comply with, relative to the construction and maintenance of Shoreline Improvements, which are not addressed in these rules.

### **Definitions**

1. “CLPOA” means Canyon Lake Property Owners Association.
2. “EVMWD” means Elsinore Valley Municipal Water District.
3. “City” means the City of Canyon Lake.
4. “Lake” means the Railroad Canyon Reservoir, owned by EVMWD and leased to CLPOA.

5. "Shoreline" means the strip of land completely surrounding the Lake, also owned by EVMWD, and leased to CLPOA, as set forth in the Lake Lease. Note, the Shoreline is NOT the Waterline of the Lake.
6. "District Property" means the Lake and Shoreline collectively, or individually.
7. "Lake Lease" means the long-term lease agreement by which CLPOA leases the District Property from EVMWD.
8. "Lakefront Lot(s)" means any separate interest property that is either physically adjacent to the Shoreline, or the owners thereof otherwise have legal access to the Shoreline from their separate interest properties.
9. "Lakefront Owner(s)" means the owner(s) of any Lakefront Lot(s).
10. "EVMWD Litigation" means Riverside Superior Court Case No. RIC 1503428.
11. "Judgment" means the Judgment in the EVMWD Litigation.
12. "Shoreline Improvement(s)" mean any improvements on District Property, including without limitation, docks, seawalls, piers, stairs, boathouses, and any other property improvements.
13. "License Agreement" means, collectively, the "Notice of Consent to Use Land" and "License Agreement to Encroach on Shoreline and Lake," which documents require CLPOA's, EVMWD's and the Lakefront Owner's written consent to, for any Material Change under PC 9.1.
14. "Material Change(s)" means any
  - (a) material modification, material alteration, or material reconstruction of an existing Shoreline Improvement, or
  - (b) construction of a new Shoreline Improvement. Material Change(s) exclude any "Non-Material Change(s)."
15. "Non-Material Change(s)" means work undertaken to
  - (a) fix, maintain, repair, remedy, paint, restore, or remove and replace portions of an existing Shoreline Improvement, for the purpose of restoring the improvement to its original and/or undamaged condition, or
  - (b) remove a Shoreline Improvement in its entirety. Non-Material Changes may include, without limitation, the following:
    - (i) Resurfacing existing docks or ramps (e.g., with carpet or composite decking material).
    - (ii) Installing a boat lift on an existing dock.
    - (iii) Installing a canopy on an existing dock.
    - (iv) Installing a toy rack on an existing dock.
    - (v) Adding a small amount of sand to a depleted area in the Shoreline, provided doing so does not significantly change the bathymetry of the Lake and does not significantly alter the Shoreline.
    - (vi) Resurfacing existing docks or ramps (e.g., with carpet or composite decking material).

16. "ACC" means CLPOA's Architectural Control Committee.
17. "Material Certification" means a "Material Standards and Specification Certification for Encroachments in Canyon Lake", or similarly titled form, provided by EVMWD, and signed by Lakefront Owner, whereby Lakefront Owner certifies that any materials or products used in a proposed Lakefront Improvement will: (1) be free of Foreign Substances prohibited by EVMWD, and (2) otherwise comply with certain standards, certifications and/or restrictions, required by EVMWD.
18. "Shoreline Application" means, collectively:
- (1) The ACC's application, and all included documents, in a form to be determined by the ACC from time to time, required for any Material Changes or Non-Material Changes;
  - (2) The plans for such proposed Material Change(s) or Non-Material Change(s);
  - (3) If required, the survey described in PC 9.1a; and
  - (4) If required, the Material Certification.
19. "Foreign Substances" means any material or product that will be in contact with the water in the Lake, including, but not limited to, any protective materials (such as coatings, linings, liners, etc.), any joining and sealing materials (such as solvent cements, welding materials, gaskets, lubricating oils, etc.), and any related products (such as fittings, etc.)
20. "Waterline" means the boundary between the Lake and the Shoreline, where the Lake's water meets the Shoreline's land. The Waterline will typically be between 1372 ft above mean sea level (1372 "MSL") and no higher than approximately 1381.76 MSL. CLPOA has no control over the Waterline whatsoever, and shall not incur any liability whatsoever, related to, or as a result of, changes in the Waterline.
21. "Licensed Surveyor" means a California-Licensed Land Surveyor, with a current and valid license in land surveying.
22. "Registered Civil Engineer" means a California-Licensed Professional Engineer with a current and valid license in civil engineering.
23. "Governing Documents" means those documents identified in Cal. Civ. Code § 4150, including CLPOA's: CC&Rs for all tracts within the Canyon Lake development; Bylaws; Articles of Incorporation; and Operating Rules. (The Operating Rules are sometimes referred to as "Rules and Regulations" or just "rules.")
24. "MSL" means "mean sea level", which is a standard metric to determine elevation.

#### **PC.9.1. Process for Material Changes**

No Material Changes may be made without prior written approval of CLPOA and EVMWD, as set forth herein. Lakefront Owners are the only property owners that may make a Material

Change - other CLPOA Members cannot. It is strictly the Lakefront Owner's responsibility to obtain approval from CLPOA, and EVMWD to make any Material Change.

A Lakefront Owner seeking to conduct a Material Change must follow this process to obtain approval from CLPOA, in addition to adhering to any other rules specific to certain types of Shoreline Improvements:

**PC.9.1a. Submit Shoreline Application.** Lakefront Owners must submit a Shoreline Application to CLPOA's Planning and Compliance Department for review purposes to ensure the required documents are completed prior to the ACC's and EVMWD's review of the proposed Material Change. These required documents include the following:

1. An ACC application, including one (1) hardcopy and one (1) digital copy of the plan for the proposed Material Change(s) which includes a survey showing the proposed, or affected, Shoreline Improvement(s) in relation to the Lakefront Lot's property boundary with the Shoreline, all existing improvements in the vicinity, and if applicable, any EVMWD easement on the Lakefront Lot. The survey must be prepared, signed, and stamped by a Licensed Surveyor. The plan must be in a form acceptable for recordation by Riverside County.
2. If the proposed or affected Shoreline Improvement alters the Waterline or bathymetry of the Lake, an engineering stamp on the plan is also required.
3. A Material Certification signed by the Lakefront Owner, if any materials from the proposed, or affected, Shoreline Improvement would come in contact with the Lake.
4. The original, signed, and notarized License Agreement. (This must also have the original signatures of all Owners of record of the Lakefront Lot accompanied by completed original notary acknowledgments for each signature sufficient to allow recordation of the document, as well as the original signatures of the EVMWD and CLPOA officials specified on the License Agreement, again accompanied by original notary acknowledgements for those signatures sufficient for recording purposes.)

**PC.9.1b. CLPOA's Planning and Compliance Reviews the Shoreline Application.** Once the Lakefront Owner submits their Shoreline Application, CLPOA staff will evaluate whether it is readable, complete, and includes all necessary documents, and all information required for EVMWD and the ACC to make a decision on the Shoreline Application. If CLPOA's Planning and Compliance determines the Shoreline Application is not complete, (i.e., it does not include all necessary documents and information), CLPOA will notify the Lakefront Owner. The Shoreline Application will not be deemed "received" by CLPOA, for purposes of triggering the ACC's deadline to respond under the CC&Rs, until all required documents in the Shoreline Application are submitted, along with all required information therein. Once the Shoreline Application is complete, CLPOA will send the completed Shoreline Application to EVMWD for their review.

**PC.9.1c. EVMWD Reviews Shoreline Application.** The Shoreline Application will be reviewed by EVMWD. If EVMWD denies consent for the proposed Material Modification(s), the ACC will deny the Shoreline Application. If correction(s) can be made by Lakefront Owner to address EVMWD's denial of consent, Lakefront Owner may resubmit another Shoreline Application as set forth in PC.9.1a, with corrections. If

EVMWD gives consent for the proposed Material Modification(s), EVMWD will so notify CLPOA.

**PC.9.1d. ACC Reviews Shoreline Application.** If EVMWD approves the Shoreline Application, the ACC will review to evaluate whether the proposed Material Modification(s) conform to CLPOA's Governing Documents. If the ACC denies the Shoreline Application and correction(s) can be made by Lakefront Owner to address the ACC's denial, Lakefront Owner may resubmit another Shoreline Application as set forth in PC.9.1a, with corrections. If the ACC denies the Shoreline Application and correction(s) cannot be made by Lakefront Owner to address the ACC's denial, the ACC will so advise the Lakefront Owner and EVMWD.

**PC.9.1e. Final Inspection of Shoreline Improvement(s) & Recordation.** Lakefront Owner must complete the Material Change in the timeframe required by the ACC. After completion of the Material Change, Lakefront Owner must contact CLPOA for final inspections. If CLPOA requires further work to complete the Material Changes per the approved specifications, Lakefront Owner must complete the work within any such timeframes provided by CLPOA. When the Material Changes are completed per CLPOA requirements, "sign-off" documents will be placed in the Lakefront Owner's file.

After final inspection and provided the Material Change(s) are built according to the plans approved by CLPOA and EVMWD. CLPOA will sign and notarize the License Agreement and collect a notarized signature from EVMWD and submit the License Agreement to Riverside County for recordation. If recorded, CLPOA will send a hard copy of the recorded License Agreement to the Lakefront Owner at the physical address on file for purposes of notice with CLPOA, or if one is not specified, to the Lakefront Lot's address.

Lakefront Owner is solely responsible to ensure the plan is legible, and in a form acceptable for recordation by Riverside County. If Riverside County rejects the prospective License Agreement for recordation due to illegibility, or any other reason, Lakefront Owner will be fined, per CLPOA's Fine Schedule, for each time the License Agreement is rejected, and at its sole discretion, CLPOA may exercise its right to revoke consent for the Shoreline Improvement(s) that are the subject of the License Agreement, among other remedies.

## **PC.9.2. Process for Non-Material Changes**

No Non-Material Changes may be made without prior written approval of CLPOA and EVMWD, as set forth herein. Lakefront Owners are the only property owners that may make a Non-Material Change - other CLPOA Members cannot. It is strictly the Lakefront Owner's responsibility to obtain approval from CLPOA, and EVMWD.

A Lakefront Owner seeking to conduct a Non-Material Change must follow this process to obtain approval from CLPOA, in addition to adhering to any other rules specific to certain types of Shoreline Improvements:

**PC.9.2a. Submit Shoreline Application.** Lakefront Owners must submit a Shoreline Application to CLPOA's Planning and Compliance Department for the proposed Non-Material Change, including the following:

1. A Shoreline Application, with a plan for the proposed Non-Material Change(s). (No survey is necessarily required, and no License Agreement is required, for Non-Material Changes. However, depending on the nature of the proposed Non-Material Change(s), the ACC may require the plan be stamped by a Registered Civil Engineer. The ACC may also require a survey – if so, the survey must be prepared, signed, and stamped by a Licensed Surveyor.)
2. A Material Certification signed by the Lakefront Owner, if any materials from the proposed, or affected, Shoreline Improvement would come in contact with the Lake.

**PC.9.2b. CLPOA's Planning and Compliance Reviews the Shoreline Application.** Once the Lakefront Owner submits their Shoreline Application, CLPOA staff will evaluate whether it is legible, and includes all necessary documents, and all information required for EVMWD and ACC to make a decision on the Shoreline Application. If it is determined the Shoreline Application is not complete, (i.e., it does not include all necessary documents and information), CLPOA will notify the Lakefront Owner. The Shoreline Application will not be deemed "received" by CLPOA, for purposes of triggering the ACC's deadline to respond under the CC&Rs, until all required documents in the Shoreline Application are submitted, along with all required information therein. Once the Shoreline Application is complete, CLPOA will send the completed Shoreline Application to EVMWD for their review.

**PC.9.2c. EVMWD Reviews Shoreline Application.** The Shoreline Application will be reviewed by EVMWD. If EVMWD denies consent for the proposed Non-Material Changes, the ACC will deny the Shoreline Application. If correction(s) can be made by Lakefront Owner to address EVMWD's denial of consent, Lakefront Owner may resubmit a Shoreline Application as set forth in herein, with corrections. If EVMWD gives consent, EVMWD will so notify CLPOA.

**PC.9.2d. ACC Reviews Shoreline Application.** If EVMWD approves the Shoreline Application, the ACC will review to evaluate whether the proposed Non-Material Change(s) conform to CLPOA's Governing Documents. If the ACC denies the Shoreline Application and correction(s) can be made by Lakefront Owner to address the ACC's denial, Lakefront Owner may resubmit another Shoreline Application as set forth in herein, with corrections. If the ACC denies the Shoreline Application and correction(s) cannot be made by Lakefront Owner to address the ACC's denial, the ACC will so advise the Lakefront Owner and EVMWD.

**PC.9.2e. Final Inspection of Shoreline Improvement(s).** Lakefront Owner must complete the Non-Material Change in the timeframe required by the ACC. After completion of the Non-Material Change, Lakefront Owner must contact CLPOA for final inspections. If CLPOA requires further work to complete the Non-Material Changes per the approved specifications, Lakefront Owner must complete the work within any such timeframes provided by CLPOA. When the Non-Material Changes are completed per CLPOA requirements, "sign-off" documents from each entity will be placed in the Lakefront Owner's file.

**PC.9.2f. Change in Classification.** If, at any point during this process for conducting Non-Material Changes, either CLPOA or EVMWD determine the proposed work would constitute a Material Change, Lakefront Homeowner will be required to follow the process for Material Change(s) in Section PC.9.1.

**PC.9.3. Further Changes to Processes / City's Process Independent.** CLPOA and EVMWD may modify or amend the application processes for Material Changes and or Non-Material Changes, as they deem necessary at any time by mutual written agreement.

Separately, the city may also change its process for addressing and or permitting Shoreline Improvements, which Lakefront Owners must follow. Enforcement of city ordinances is the responsibility of the city, and compliance with city ordinances is the sole responsibility of the impacted CLPOA Members. Notwithstanding the foregoing, and without limitation of CLPOA's rights to require modification or removal of any Shoreline Improvements as set forth in the Judgment and or these rules, CLPOA expressly reserves the right to revoke or deny a License Agreement for a Lakefront Owner's failure to comply with city ordinances relative to Shoreline Improvements, among other reasons.

**PC.9.4. Material Standards and Certifications**

Any material or product that will be in contact with the water in the Lake, including, but not limited to, any protective materials (such as coatings, linings, liners, etc.), any joining and sealing materials (such as solvent cements, welding materials, gaskets, lubricating oils, etc.), and any related products (such as fittings, etc.) (collectively, "Foreign Substances") cannot contain any products or chemicals deemed toxic including, but not limited to:

- Perfluorooctanesulfonic Acid (PFOS), Perfluorooctanoic Acid (PFOA) compounds, and other Per- and polyfluoroalkyl substances (PFAS) regulated in drinking water.
- Lead materials.

Additionally, Foreign Substances must meet and comply with the following standards, certifications, and/or restrictions:

- National Sanitation Foundation (NSF)/ American National Standard Institute (ANSI) 61.
- NSF/ANSI 61-2005/Addendum 1.0-2005 and subsequent updates.

Any Lakefront Owner who intends to place any material(s) in the Lake, whether as part of a Material Change, Non-Material Change, or otherwise, must first provide EVMWD with following documentation:

1. A signed Material Certification, in a form provided by EVMWD, certifying that the materials standards and certifications mandated by this section are satisfied; and
2. If requested by EVMWD, a list of the material specifications, a Material Safety Data Sheet (MSDS) and composition (ingredients, constituents) of Foreign Substances.

Additionally, raw foam is not acceptable as a material for any Shoreline Improvement, as it deteriorates and pollutes the Lake.

**PC.9.5. CLPOA May Require Additional Changes or Removal of Shoreline Improvements at Any Time.**

Notwithstanding EVMWD's approval of any Shoreline Improvements, the city's approval of any Shoreline Improvements by way of permit or otherwise, and / or the issuance and recordation of a License Agreement for any Shoreline Improvements, CLPOA and EVMWD each have the right to require relocation, replacement, modification and or removal of any Shoreline

Improvement if it is determined by either CLPOA or EVMWD, in each party's sole discretion, that prudent management of the Lake, the accommodation of other property owners or any other circumstances make such action appropriate. If directed by CLPOA to do so, the Lakefront Owner shall, at their sole expense, relocate, replace, modify, or remove any Shoreline Improvement for which they are responsible, as so directed by CLPOA. After relocation or removal of a Shoreline Improvement, the Shoreline must be restored to a safe, clean, and attractive condition by the Lakefront Owner at their sole expense.

To this end, CLPOA maintains the right to revoke its consent to any License Agreement for any Shoreline Improvement and may record any subsequent documents on the Lakefront Lot as may be necessary to effectuate such revocation of the License Agreement.

If CLPOA directs a Lakefront Owner to relocate, replace, modify, or remove any Shoreline Improvement, and restore the Shoreline as required herein, yet the Lakefront Owner fails to do so, CLPOA:

(1) Will impose fines, pursuant to CLPOA's Fine Schedule, for every week that the Lakefront Owner fails to comply with CLPOA's direction, and will have the right to recover such fines, in addition to, late fees, interests, costs and attorneys' fees incurred by CLPOA in addressing the Lakefront Owner's non-compliance; and

(2) May, but is not obligated to, effectuate such relocation, replacement, modification or removal, and restoration of the Shoreline, itself, and collect CLPOA's incurred costs in doing so from the Lakefront Owner, in addition to the other fines, charges, and fees described herein, and any others CLPOA may be entitled to by law.

If CLPOA does effectuate such relocation, replacement, modification or removal of any Shoreline Improvement the Lakefront Owner failed to do themselves, CLPOA shall not be liable for any damages, costs, claims, or demands associated with, or related to in any way to, CLPOA's work in relocating, replacing modifying or removing any Shoreline Improvement and or the restoration of the Shoreline.

#### **PC.9.6 Responsibility for Shoreline Improvements / Maintenance Standards / Safety**

Lakefront Owners are solely responsible for any and all of the following Shoreline Improvements:

- (1) Those identified in the Judgment as associated with their Lakefront Lot;
- (2) Those they have constructed and or use;
- (3) Those that are identified in a License Agreement, for their Lakefront Lot;
- (4) Those that are identified in any other documentation used for approval of Shoreline Improvements prior to the Judgment.

Any Shoreline Improvement for which responsibility is not allocated pursuant to the above criteria is deemed to be the responsibility of the Lakefront Owner whose Lakefront Lot's property line is closest in proximity to such Shoreline Improvement.

Any Shoreline Improvement used by multiple Lakefront Owners jointly (e.g., a shared dock), will be the responsibility of all such Lakefront Owners jointly and severally.

Lakefront Owners must maintain all Shoreline Improvements, for which they are responsible, in a safe, neat, attractive, condition and in good repair. This includes, without limitation, decking, canopies, painting, hookup, flotation, etc. If a Shoreline Improvement is not maintained, CLPOA will revoke the License Agreement therefor, and or require the Lakefront Owner to remove such Shoreline Improvement from the District Property at the Lakefront Owner's expense.

All maintenance, removal, and other, obligations herein as to such Shoreline Improvement(s) a Lakefront Owner is responsible for, will be the sole responsibility of such Lakefront Owner, and such Lakefront Owner assumes all risk of injury, damages, or loss incident to such Shoreline Improvements. However, CLPOA does not grant any Lakefront Owner any exclusive rights in or over any part of the bed of the Lake.

No approval by CLPOA regarding the placement and use of any Shoreline Improvement shall be deemed, either specifically or by implication, a representation that said Shoreline Improvement is free from danger to any person, persons, or property. All Shoreline Improvements are used at the sole risk of the Lakefront Owner, their residents, family, guests and or invitees.

#### **PC.9.7 Docks**

The following applies to all docks:

**PC.9.7a Criteria for Dock, Ramp, or Similar Structure** - As with all Shoreline Improvements, only Lakefront Owners may apply for permission to install a dock, ramp, or similar structure.

**PC.9.7b Dock Covers** - Dock covers with a hip roof on a "U" shaped dock may be allowed. The frame must be sized to carry the load. The cover and frame shall be of quality material and a sample, and specifications must accompany the Shoreline Application for ACC approval. The cover must be maintained in a manner that keeps it attractive. If the cover deteriorates so that it is no longer neat and attractive, the cover must either be replaced or the cover and frame removed, upon an approved Shoreline Application prior to the removal.

**PC.9.7c Common Docks** - Common docks or marinas with 3 or more slips are recommended in corner areas and coves. 2 or more Lakefront Owners shall submit Shoreline Applications for a dock designed to be used jointly.

**PC.9.7d Dock Anchorage** - Dock anchorage should be designed to allow the dock to stay near the Waterline at all Lake levels; this can be accomplished by manual relocation of the dock when the Lake rises or falls, or may be a mechanical arrangement, which achieves the same result. Docks must have tie-down cables. Ropes are not allowed.

**PC.9.7e Dock Placement** - The leading edge of the dock or the portion of the dock closest to the Waterline shall be set at 1372' MSL contour.

**PC.9.7f Dock Numbers** - All docks must be identified with the tract and lot numbers. These numbers must be visible and legible from the Lake. Minimum 3-inch letter size and of a contrasting color is required.

**PC.9.7g Enclosed Storage** - Enclosed storage may be allowed on a dock with prior ACC approval.

**PC.9.7h Mooring Privileges** - Mooring privileges at private docks are available only to Lakefront Owners. Others must use CLPOA-owned docks or accesses.

**PC.9.7i Disposal / Removal of Old Dock** – As part of the application process to remove or replace a dock, the Lakefront Owner needs to provide a plan for removal of the old dock, such as disposal or sale. Further, as a condition of final approval, the Lakefront Owner will need to provide written proof that the old dock has been properly disposed of and not dumped or sunk in or around the Lake. Lakefront Owners will be charged for:

(1) The cost of removing the dock from the Lake in the event the dock is dumped or sunk somewhere in the Lake; and

(2) Additional fines to deter littering in the Lake, in an amount set forth in GR.2.9. For purposes of this rule, unauthorized dumping of a dock into the Lake expressly constitutes a violation of GR.2.9.

#### **PC.9.8 General Design Data for New or Replacement Docks**

The ACC will rule on the type and color of dock allowed. Super structures will not be allowed. The ACC may, in its sole discretion, deviate from these guidelines.

- U dock: twenty-eight (28') feet long including a six (6') feet header, sixteen (16') feet wide, four (4') feet fingers, ten (10') feet opening.
  - Maximum slip length in tight coves: twenty-two (22') feet long.
  - Maximum slip length in open water area: twenty-five (25') feet long.
  - Maximum header depth: six (6') feet long.
- W dock: twenty-eight (28') feet long including a six (6') feet header, thirty-one (31') foot wide, two, four (4') feet fingers on each side, with one, three (3') feet finger in the middle, and two ten (10') feet openings.
  - Maximum slip length in tight coves: twenty-two (22') feet long.
  - Maximum slip length in open water area: twenty-five (25') feet long.
  - Maximum header depth: six (6') feet long.
- L dock: twenty-five (25') feet long including four (4') feet header, eleven (11') feet wide.
- T dock: twenty-five (25') feet long including four (4') feet header, sixteen (16') feet wide
- Finger dock: twenty-five (25') feet long, four (4') feet wide.

Minimum length of a ramp fixed to the top of a 1383' MSL seawall: twenty (20') feet (shorter than twenty (20') feet is harder to walk on when the water in the Lake goes down.)

Typical dock design is based on width of rear property line. These are guidelines only. The ACC has the authority to deviate from these guidelines.

- Lakefront Lots with over twenty-six (26') feet at rear property line: "U" dock.
- Two adjacent Lakefront Lots with less than twenty-six (26') feet each and more than twenty (20') feet each at rear property line: single "W" dock.
- More than two adjacent Lakefront Lots of twenty (20') feet each at rear property line: joint use "L" or "Finger dock".

- More than two adjacent Lakefront Lots with less than twenty (20') feet each at rear property line; joint use "T", "L", or "Finger dock".
- Oversized docks, or "W" docks: only possible for single properties with at least ninety-five (95') feet of shoreline, to avoid congestion.

This is general design information and subject to specific review by the ACC for approval. Where the ACC deems it would be appropriate, a master plan shall be created by Lakefront Owners for placement of docks in coves. All coves are different with some coves being extremely tight when it comes to dock placement. A marina in a cove made up of 3 or more slips with 3 or more Lakefront Lots is highly recommended as a marina takes less space. The ACC will evaluate open water placement versus cove placement location. Navigation and placement of future docks where there are none will be considered for all dock changes and also determine if there is sufficient room for a side-tie lift. The ACC has the authority to require dock relocation and or removal as needed.

### **PC.9.9 Dock Application Requirements**

Plans must show the placement of all proposed structures and be adequately dimensioned so the installation can be checked for accuracy of location. Application requirements, in addition to those generally required for Material Changes and Non-Material Changes (PC 9.1 and 9.2) are:

- For Material Changes to docks, site plans must be prepared, signed, and stamped by a Licensed Surveyor, drawn to scale, and must say what the scale is. Plans need to show only the rear of the property with emphasis on the rear property line location and the dock.
- The plan must show side and rear property lines as well as those of adjoining properties.
- The plan must also show other docks with distances and all other structures on both sides of the applicant's Lakefront Lot (i.e., seawall, gazebo, etc.). For docks in coves, distance to the dock(s) across the cove must be shown.
- Dock and ramp drawing must show size, openings, a ramp labeled fixed or adjustable, ramp wedge labeled (if needed) with degrees, metal cable tie hookups or strong arm, and canopy and /or lift (if applicable).
- The plan must show the low water contour at 1372' MSL of the Lake floor. The innermost point of the dock closest to the shoreline, usually the header, can encroach no farther out than the 1372' MSL.

NOTE: Fixed ramps are mounted to a seawall, retaining wall, or support posts. Adjustable ramps usually have wheels and are mounted on tracks near the shoreline. Adjustable ramps are designed to move in or out from the Waterline depending on the water level. For high water, move the dock in. For low water, move the dock out.

### **PC.9.10 Seawalls**

Elevation at the top of the footing ("TOF") is to be no lower than 1377' MSL and staked by a Licensed Surveyor with a survey map showing footage from the rear property line corners. Stakes must be visible on the footing inspection. Seawalls cannot encroach beyond the 1377-foot TOF and be no higher than 1383' MSL top of the wall ("TOW"). Plans must be wet stamped by a Registered Civil Engineer with the seawall, seawall side elevation, detailed specifications (including, without limitation, a cross section of the seawall design), and dock and ramp location with all requirements of PC.9.9 included. Seawall shall be built with split-faced block facing the water for the entire seawall face. For coves, seawall width and location must be computed by

using the apex center point at the end of the cove. The plan must include what will be placed behind the seawall, e.g., concrete, landscaping, etc.

#### **PC.9.11 Dredging / Grading**

CLPOA is not responsible for dredging any portion of the Lake. It is exceptionally unlikely EVMWD would approve dredging any portion of the Lake, nevertheless any request to do so must comply with the process for a Material Change. The existing Waterline, and Shoreline may not be altered. When silt or eroded material is removed from the Lake, the plan for same must indicate the destination for the exported material. Any grading on the Shoreline would also be considered a Material Change, for which such process must be followed.

#### **PC.9.12 Lakefront Owners and Related Parties Assume All Risk**

CLPOA does not make any express or implied representations as to the water levels of the Lake or as to the safety, quality, or suitability of the District Property for installation, construction, use, repair, and maintenance of any Shoreline Improvements. Further, CLPOA makes no representation, express or implied, as to the safety, quality, or suitability of any Shoreline Improvements, notwithstanding CLPOA's approval of any Material or Non-Material Change. In exchange for permission by CLPOA to maintain and or use Shoreline Improvements on CLPOA's leasehold, Lakefront Owners, their residents, tenants, guests and invitees of each, assume all risk of loss, injury, or damage to person or property resulting from, caused by, or related to the installation, construction, use, maintenance and or repair of any Shoreline Improvements for any reason whatsoever, including without limitation due to the water levels of the Lake fluctuating, wave action, or hazardous conditions of any Shoreline Improvements.

#### **PC.9.13 Transportation Permit**

No materials, improvements or products are permitted to be transported on the Lake, without a transportation permit, issued by CLPOA. To be eligible for a transportation permit, among other requirements CLPOA may in its sole discretion impose, the Lakefront Owner must have approval from the ACC for a Shoreline Improvement. Transportation permits are valid for a specific length of time which will be expressly stated on the transportation permit – most always 1 day.

#### **PC.9.14 No New Swimming Pools, Habitable Structures, or Bathrooms in the Shoreline; Rules for Existing Swimming Pools**

EVMWD is not permitting any new swimming pools to be built in the Shoreline, presently. Any existing swimming pools in the Shoreline are expressly governed by CLPOA's Operating Rules. There shall be no contact between waters / chemicals from a swimming pool or related improvements located in whole or in part upon the Shoreline and the Lake waters. Any swimming pool in the Shoreline must have protections keeping water, chemicals or other pollutants from the swimming pool and related improvements from entering the Lake.

Additionally, no habitable structures or bathrooms are permitted in the Shoreline.

#### **PC.9.15 No Commercial Use**

No Shoreline Improvement, including without limitation any pre-existing pools, may be used for any commercial purpose. This includes, but is not limited to professional photography, movies,

commercials, television, business parties and event rentals, such as where the Shoreline Improvements or surrounding area are rented out for a wedding, seminar, anniversary party, etc.

#### **PC.9.16 Applicable Processing Fees**

Lakefront Owners are responsible for all processing fees associated with existing or proposed Shoreline Improvements, as CLPOA may from time to time set, including without limitation the following:

**PC.9.16a** – The applicant must make payment of the applicable Shoreline Application fee(s) and improvement bond. Bonds are returned upon satisfactory completion of the improvements as determined by the ACC, or if the permit is cancelled, or if not approved. Additionally, the property must be in compliance with all CLPOA Governing Documents for return of the bond. All associated fees, however, are non-refundable.

**PC.9.16b** – The applicant must pay the applicable fees and enter into a Conformance Bond Agreement, requiring the payment of a bond.

### **SECTION X – IMPROVEMENTS ON OR IN CLOSE PROXIMITY TO EVMWD SEWER EASEMENTS**

Elsinore Valley Municipal Water District (“EVMWD”) owns and maintains a large sewer system servicing the Canyon Lake community. This sewer system runs through many homeowners’ separate interest properties. Consequently, EVMWD owns a large number sewer *easements* over homeowners’ separate interest properties, which generally permit EVMWD to enter onto homeowners’ separate interest properties to access and maintain those sewers (“EVMWD Sewer Easement(s)”). An easement is an interest in real property, that entitles the owner of the easement to conduct certain actions on another’s property.

Homeowners are strictly and solely responsible for knowing the location of all easements over their property, including EVMWD Sewer Easements, and depicting all easements in any application to the ACC, whether such easements are impacted by, or in close proximity of, the proposed improvements or not. For purposes of these rules, a proposed improvement is “in close proximity” to an easement if it is within 5 feet of the easement.

EVMWD Sewer Easements are different from the Shoreline. The rules in Section X govern improvements within the Owner’s separate interest property, which are, or would be, over an EVMWD Sewer Easement, or in close proximity thereto. Both processes in Section IX, and Section X must be followed if a proposed improvement plan would;

1. Have, or affect, any Shoreline Improvements, and
2. Also modify or install improvements over, or in close proximity to, an EVMWD Sewer Easement in the Owner’s separate interest property.

#### **PC.10.1 Improvements Located on or Within 5 Feet From to EVMWD Sewer Easement**

No improvement may be constructed or maintained on, or within 5 feet from, an EVMWD Sewer Easement, without approval from CLPOA and EVMWD as set forth herein. The footings, or other subterranean components, if any, for any proposed improvement cannot encroach on an EVMWD Sewer Easement. Further, any proposed improvements cannot interfere with

EVMWD's access to their EVMWD Sewer Easement. For any proposed improvement on, or within 5 feet of, an EVMWD Sewer Easement, the Owner must submit an application therefor ("Easement Application").

The Easement Application must:

1. Depict all easements, including the EVMWD Sewer Easement, on their separate interest property.
2. Meet any other requirements set forth in the Easement Application itself, which CLPOA may update in its sole discretion from time to time.
3. Meet all the requirements of PC.5.13 (use the checklist provided by CLPOA).

EVMWD has its own criteria for what it will allow on an EVMWD Sewer Easement, which the Owner is solely responsible for adhering to. CLPOA has no control over what EVMWD will allow on an EVMWD Sewer Easement. Notably, however, EVMWD does not permit pools, or other permanent structures, on any EVMWD Sewer Easement. Approval for any such improvement may be subject to conditions imposed by EVMWD and or CLPOA, in their sole discretion.

### **PC.10.2 Easement Application Requirements**

An Easement Application for ACC approval for an improvement located on, or within 5 feet from, an EVMWD Sewer Easement, is available at the Planning and Compliance Department. The requirements are:

**PC.10.2a** – A completed Easement Application form signed by all record Owners of the Lot, including a plan for the proposed improvements.

**PC.10.2b** – Depending on numerous factors, including without limitation the nature of the proposed improvement, and the location / configuration of the EVMWD Sewer Easement, either the ACC and or EVMWD may, in each's sole discretion, require a survey. If required, the survey must be prepared by a California-licensed land surveyor and must be attached as an exhibit depicting the proposed improvements, their proposed location, and distances from the proposed improvements to:

- o The property lines of the separate interest Lot;
- o The boundaries of the EVMWD Sewer Easement;
- o The location of the proposed and existing improvements on the Lot, all of which must comply with setback and other requirements in CLPOA's CC&Rs;
- o And any existing Shoreline Improvements on District Property, if applicable such as a seawall and dock ramp (all existing improvements must be labeled as "existing");
- o Any proposed grading changes, with the cut/fill and import/export amount listed on the plan.

**PC.10.2c** - The applicant must make payment of the applicable Easement Application fee(s) and improvement bond. Bonds are returned upon satisfactory completion of the improvements as determined by the ACC, or if the permit is cancelled, or if not approved. Additionally, the property must be in compliance with all CLPOA Governing Documents for return of the bond. All associated fees, however, are non-refundable.

**PC.10.2d** – The applicant must pay the applicable fees and enter into a Conformance Bond Agreement, requiring the payment of a bond.

**PC.10.3 ACC Review**

Once all the Easement Application requirements are satisfied, the ACC will review and consider the Easement Application. The ACC shall deny the Easement Application if it believes, in its sole discretion:

- The proposed improvements, in whole or in part, will not be in harmony with the general surroundings or adjacent buildings, structures and neighboring properties; the proposed improvements, or any part thereof, will be contrary to the interest, welfare or rights of other property owners.
- The proposed improvements negatively impact "District Property," as defined in PC Section IX.
- The proposed improvements are not consistent with CLPOA's Governing Documents, including these rules.

Without limiting ACC's right to deny the Easement Application for other reasons, the ACC may also deny the Easement Application if the application is incomplete in any way.

\* \* \* \* \*

**FINE SCHEDULE CHANGES:**

**PC.9.1 (Failure to Follow Process for Material Changes):** \$1,000, plus CLPOA's self help costs, if any.

*Justification:* CLPOA, along with Elsinore Valley Municipal Water District ("EVMWD") manage improvements within the Lake, such as docks. Installing or modifying an improvement such as a dock, ramp, or other structure on the Lake or Shoreline, without permission from CLPOA and or EVMWD poses a navigational hazard in the congested Lake, and may otherwise risk of injury to person and property.

**PC.9.2 (Failure to Follow Process for Non-Material Changes):** \$500, plus CLPOA's self help costs, if any.

*Justification:* CLPOA, along with Elsinore Valley Municipal Water District ("EVMWD") manage improvements within the Lake, such as docks. Installing or modifying an improvement such as a dock, ramp, or other structure on the Lake or Shoreline, without permission from CLPOA and or EVMWD poses a navigational hazard in the congested Lake, and may otherwise risk of injury to person and property.

**PC.9.1e (License Agreement Rejected for Recordation):** \$500 each time the License Agreement is rejected.

*Justification:* The Lake is a drinking water reservoir. All improvements installed within the Lake must be sufficiently documented.

**PC.9.5 (Failure to Comply With CLPOA Order to Modify or Remove Shoreline Improvements):** \$250 / 1st week / \$500 2nd week / \$750 3rd week / continuing fine of \$1000 per week thereafter.

*Justification:* Failing to comply with CLPOA's directives for maintaining or modifying Lakefront Improvements may result in a hazardous condition in the water / wet areas of the Shoreline, resulting in significant risk of injury and damage to property.

**PC.9.6 (Shoreline Maintenance):** \$200 per month, plus CLPOA's self help costs, if any.

*Justification:* Failing to maintain Shoreline Improvements, may result in a hazardous condition in the water / wet areas of the Shoreline, resulting in significant risk of injury and damage to property.

**PC.9.7b (Dock Covers):** \$100 per month.

*Justification:* Unkept improvements and items in the Lake degrade and threaten contamination of the Lake, posing risk of injury to person and property.

**PC.9.7d (Dock Anchorage):** \$200 per month.

*Justification:* Failure to properly secure a dock may cause it to drift into boats, other docks, and interfere with navigable water, posing risk of injury to person and or property.

**PC.9.7e (Dock Placement):** \$200 per month.

*Justification:* Failure to place and configure docks properly may interfere with navigable water, and during low water periods cause the dock to run aground, damaging property and causing risk of injury to persons.

**PC.9.7f (Failure to Maintain Dock Numbers):** \$100 per month.

*Justification:* The Lake is a narrow and congested body of water with numerous tight coves. Posting dock numbers serves as a navigational aid to boaters to orient them on the Lake. Additionally, if a dock breaks loose from its mooring, the numbers identify the owner allowing prompt return of the dock. Both reasons mitigate risk of collision on the Lake.

**PC.9.7h (Mooring Privileges):** \$100 per occurrence.

*Justification:* The Lake is a narrow and congested body of water with numerous tight coves. Mooring boats where unauthorized presents a navigational hazard, and therefore risk of injury to persons and or property.

**PC.9.7i (Disposal / Removal of Old Dock):** \$1,000 plus CLPOA's self help costs, if any.

*Justification:* Improper disposal of a dock by sinking it in the Lake poses a serious risk of injury to persons and contamination of the Lake.

**PC.9.11 (Dredging / Grading):** \$1,500 per occurrence plus CLPOA's self help costs, if any.

*Justification:* Altering the bathymetry of the Lake poses a serious navigational hazard on the Lake, alters the shoreline and consequently risks injury to persons and property.

**PC.9.13 (Failure to Obtain Transportation Permit):** \$500 per occurrence.

*Justification:* Failure to obtain approval before towing a large improvement, such as a dock, through the Lake poses serious risk of collision with other boaters, swimmers and or water craft operators, and consequent risk of personal injury and property damage.

**PC.9.14 (Failure to Maintain Pool):** \$1,500 per occurrence.

*Justification:* Failure to maintain a pool, spa or water feature, pursuant to these standards, threatens injury to person by way of insect infestation, slip and fall / drowning risk – it also threatens damage to property through contamination of the Lake.

**PC.9.15 (No Commercial Use):** \$500 per occurrence.

*Justification:* Pools and other Shoreline Improvements pose an inherent risk of drowning which increases significantly if they are used for commercial purposes such as swim lessons, or other commercial purposes which increase traffic over and use of such improvements. Additionally, commercial use of a pool increases wear and traffic on the pool, which threatens property due to erosion and contamination of the Lake.

**PC.10.1 and or PC.10.2 (Building Improvements Over / In Close Proximity to EVMWD Easements Without Approval):** \$250 per month.

*Justification:* Failure to obtain approval for improvements impacting EVMWD's easements may damage sewer lines, risking contamination of the Lake, a drinking water reservoir, and pose other risk to property and person resulting from damage to sewer lines.

\* \* \* \* \*

**OTHER INCIDENTAL OPERATING RULE CHANGES**

**PC.2.8 Lakefront Lot / Boundary Line**

A Lakefront Lot is a lot that is immediately adjacent to the lake, as demonstrated by a lot boundary line shared with the lake property leased by the Association. Only lots which have a lakefront boundary line, as shown on the original tract map creating such lots, shall qualify as Lakefront Lots. Lakefront Lots may not be created by lot line adjustments, grants of easement or other alterations of the original property rights and boundaries. Refer to PC Section IX for more detail on what constitutes a Lakefront Lot.

**PC.5.13 Swimming Pool, Spa, and Water Feature/Pond**

A swimming pool or spa or water feature eighteen (18") inches or deeper shall not be installed in the Community setback or front yard. A water feature less than eighteen (18") inches deep may be installed in the front yard setback. The water of a swimming pool, spa, or water feature shall be a minimum of five (5') feet away from any property line except for a corner lot (see PC.3.1c).

For a swimming pool a plot plan prepared by a licensed land surveyor and must be attached as an exhibit depicting the proposed improvements, their proposed location and distances, and property lines marked. For all Lakefront Lots, as defined in PC.9, the minimum height of decking for a pool or trough or a water feature is 1388' MSL. All swimming pools, spas, and water features shall be drained to the sanitary sewer and not the yard, street, or lake per legal agreement with Elsinore Valley Municipal Water District. Simulated rock, and real rock formation and slides shall be subject to height restrictions set by the Architectural Control Committee. All equipment shall be screened from street, lake, and golf course view. Screening must be of a permanent nature: no plants, bushes, or trees. If screened with lattice, the openings shall be one (1") inch or smaller. Stuccoed or split-faced block wall is recommended.

### **PC.6.3 Plan Requirements**

The plans must include a plot plan as a cover sheet, specific information about the proposed improvement(s) and elevations.

**PC.6.3a Contents of Plans** - *All existing and proposed structures, including fences, decks, patios, driveways, walks, walls, retaining walls, etc., shall be shown on the submitted plans.* The plans must also be accurate and to scale, show locations of setbacks and include dimensions of the proposed improvement(s) and distances from the proposed improvement(s) to existing improvements, setbacks and property lines. Construction specifications are not required to be submitted to the Committee except **as may be required for Shoreline Improvements, and improvements on or within close proximity to an EVMWD Sewer Easement – refer to PC Section IX and PC Section X for further details.** seawalls (Refer to paragraph PC.9.6).

**PC.6.3b Plan Specifications** - The plans must include information on the improvements / modifications for which approval is sought, including, but not limited to, *size, height, dimensions, proposed color and, where appropriate, roof material.* The plans must clearly depict any proposed grade change and color change.

**PC.6.3c Elevations** - Plans must include elevations depicting views of the improvements / modifications for which approval is sought.