



# CANYON LAKE

PROPERTY OWNERS ASSOCIATION

## **RULES & REGULATIONS**

**Updated May 2026**

For the most current version visit [www.clpoa.com/rules](http://www.clpoa.com/rules)

**Canyon Lake Property Owners Association  
31512 Railroad Canyon Road – Canyon Lake, California, 92587**

The purpose and intent of said rule changes is to incorporate information required by law, comply with changes in state and local ordinances, clarify entries by removing unnecessary verbiage and better understanding of our Association's rules and procedures with the goal of enhancing the beauty of our neighborhoods while increasing the value of all our properties.

# Contents

<b>GENERAL RULES &amp; REGULATIONS (GR)</b> .....	<b>15</b>
<b>SECTION I – INTRODUCTION</b> .....	<b>15</b>
GR.1.1 General Information .....	15
GR.1.2 Purpose of Fines .....	16
GR.1.3 Fines Not Exclusive Remedy .....	16
GR.1.4 Disciplinary Hearings and Appeals of Fines and Suspensions .....	17
GR.1.5 Election Rules .....	18
GR.1.6 CLPOA Web Page.....	31
GR.1.7 CLPOA Confidentiality Policy .....	31
<b>SECTION II - GENERAL RULES</b> .....	<b>31</b>
GR.2.0 Guest Usage of Common Areas/Amenities.....	31
GR.2.1 Any violation of the rules with no specified fine may result in a fine. ....	31
GR.2.2 Zero-Tolerance for Threats to Damage Personal Property .....	31
GR.2.3 Zero-Tolerance for Harassment .....	31
GR.2.4 Zero-Tolerance for Physical Abuse.....	32
GR.2.5 No Falsification or Forgery of Documents.....	32
GR.2.6 Indiscriminate Shooting of a Firearm is Prohibited.....	32
GR.2.7 Fireworks Restrictions .....	32
GR.2.8 Restrictions for Use of CLPOA Equipment.....	32
GR.2.9 No Malicious Mischief/No Public Disturbance/No Nuisance .....	32
GR.2.10 No Damage to CLPOA Property .....	33
GR.2.11 Curfew .....	33
GR.2.12 No Loitering.....	33
GR.2.13 No Smoking .....	33
GR.2.14 Conditions and Restrictions for Dogs / Dog Owners .....	33
GR.2.15 No Littering.....	34
GR.2.16 No Door-to-Door Solicitation .....	34
GR.2.17 No Fighting Permitted .....	34
GR.2.18 No Noxious and/or Offensive Conduct Allowed .....	34
GR.2.19 No Use of Recreational Facilities for Commercial Purpose.....	35
GR.2.21 Meeting Conduct.....	35
GR.2.22 Lake Contamination .....	35
GR.2.23 No Unauthorized Dumping .....	35
<b>SECTION III - MEMBERSHIP</b> .....	<b>35</b>
GR.3.1 Member in Good Standing .....	35
GR.3.2 Prime Memberships .....	36
GR.3.3 Associate Memberships .....	36
GR.3.4 Multiple Ownership.....	36
GR.3.5 Corporate Ownership.....	37

**Interactive Table of Contents – Click to Jump to Sections**

GR.3.6 Sub-Associate Membership.....	37
GR.3.7 Resident Members .....	38
GR.3.8 Lessees .....	38
GR.3.9 Property Manager .....	39
<b>SECTION IV - RULES &amp; REGULATIONS FOR PERMITS AND SIGNS .....</b>	<b>40</b>
GR.4.1 Special Events Permit .....	40
GR.4.2 Garage Sale Permits .....	40
GR.4.3 Moving Pass / Temporary Parking Permit .....	41
GR.4.4 Fishing Permits .....	41
GR.4.5 Signs in the Community Setback .....	42
GR.4.6 No Signs / Flags/ Posters/Banners with Vulgar, or Obscene Content or Fighting Words .....	43
<b>SECTION V - RULES FOR MOTOR VEHICLES .....</b>	<b>43</b>
GR.5.1 General Information .....	43
GR.5.2 Prohibited Vehicles.....	44
GR.5.3 Parking of Vehicles within the Canyon Lake Community .....	46
GR.5.4 Commercial Vehicles .....	47
GR.5.5 Recreational Vehicles and Trailers .....	48
GR.5.6 Golf Cart Registration / Operation .....	49
<b>SECTION VI - POLICY FOR ACCESS CONTROL .....</b>	<b>50</b>
GR.6.1 General Information (Excluding Fairway Estates) .....	50
GR.6.2 Identification Policy.....	51
GR.6.3 Misuse of Access Identification .....	51
GR.6.4 Process Server .....	51
GR.6.5 Real Estate Agents / Appraisers .....	51
GR.6.6 Membership Cards .....	52
GR.6.7 Vehicle Transponder and Parking Decal.....	52
GR.6.8 Vehicle Identification .....	52
GR.6.9 Return of Valid Access ID / Vehicle .....	53
GR.6.10 Contractors and Service Personnel Registration .....	53
GR.6.11 Perimeter Gate Access .....	53
GR.6.12 Canyon Lake Estates & Fairway Estates Access Control.....	54
<b>COURTS &amp; FIELDS (CF) .....</b>	<b>55</b>
<b>SECTION I – INTRODUCTION .....</b>	<b>55</b>
<b>SECTION II – GENERAL RULES FOR USE .....</b>	<b>55</b>
CF.2.1 No Profanity .....	55
CF.2.2 Alcoholic Beverage Restrictions in Recreation Facilities.....	55
CF.2.3 No Glass Containers or Objects.....	55
CF.2.4 Restricted Use of Wheeled Devices .....	55
CF.2.5 No Animals.....	55
CF.2.6 No Climbing.....	55

**Interactive Table of Contents – Click to Jump to Sections**

CF.2.7 No Trash/Littering .....	56
CF.2.8 Designated Parking .....	56
<b>SECTION III – BASKETBALL COURTS .....</b>	<b>56</b>
CF.3.1 Hours of Use.....	56
CF.3.2 Non-Marking Shoes Required .....	56
CF.3.3 Practice by a Single Player.....	56
CF.3.4 Play.....	56
CF.3.5 Guest Use .....	56
<b>SECTION IV – GAULT FIELD.....</b>	<b>56</b>
CF.4.1 Hours of Use.....	57
CF.4.2 Club or Activity Group Supervision .....	57
CF.4.3 Hardball (or Baseball) Guidelines .....	57
CF.4.4 Responsibility for Damages.....	57
CF.4.5 Alcoholic Beverage Guidelines.....	57
CF.4.6 Other Recreational Sports Prohibited.....	57
<b>SECTION V – PICKLEBALL COURTS .....</b>	<b>57</b>
CF.5.1 Hours of Use.....	58
CF.5.2 Non-Marking Shoes Required .....	58
CF.5.3 Player Rotation.....	58
CF.5.4 Guest Use .....	58
<b>SECTION VI – TENNIS COURTS.....</b>	<b>58</b>
CF.6.1 Hours of Use.....	58
CF.6.2 Non-Marking Tennis Shoes Required.....	58
CF.6.3 Sign-In Required.....	58
CF.6.4 Attire .....	58
CF.6.5 Practice by a Single Player.....	59
CF.6.6 Play.....	59
CF.6.7 Guest Use .....	59
<b>EQUESTRIAN CENTER (EC) .....</b>	<b>60</b>
<b>SECTION I - INTRODUCTION .....</b>	<b>60</b>
<b>SECTION II - EQUESTRIAN CENTER RULES .....</b>	<b>60</b>
EC.2.1 Operating Hours.....	60
EC.2.2 Members in Good Standing .....	60
EC.2.3 For Recreational Use.....	60
EC.2.4 No Stallions Allowed .....	60
EC.2.5 Adult Supervision Required Under Twelve (12) Years of Age.....	60
EC.2.6 Compliance .....	60
EC.2.7 Responsibility for Damages.....	60
EC.2.8 No Unsafe Behavior and / or Activity.....	61
EC.2.9 Park in Designated Areas for Loading and Unloading Only .....	61

**Interactive Table of Contents – Click to Jump to Sections**

EC.2.10 Speed Limit .....	61
EC.2.11 Do Not Feed Horses Other Than Your Own .....	61
EC.2.12 Shoes Required / No Bare Feet Permitted .....	61
EC.2.13 Pets .....	61
EC.2.14 No Littering / Trash .....	61
EC.2.15 No Smoking .....	61
EC.2.16 No Alcoholic Beverages.....	61
EC.2.17 No Bicycles .....	61
EC.2.18 No Skateboards.....	61
EC.2.19 No Music .....	61
EC.2.20 Riding Permitted in Designated Areas Only .....	62
EC.2.21 Authorized Persons Only in Horse Stall Areas .....	62
<b>SECTION III - EQUESTRIAN CENTER RULES FOR RIDING YOUR HORSE.....</b>	<b>62</b>
EC.3.1 No Ponying of Horses.....	62
EC.3.2 Horses Are To Be Under Saddle .....	62
EC.3.3 Direction .....	62
EC.3.4 Distance .....	62
EC.3.5 Helmets.....	62
EC.3.6 Working Patterns .....	62
<b>SECTION IV - RULES FOR USE OF THE EQUESTRIAN CENTER WITH YOUR HORSE.....</b>	<b>62</b>
EC.4.1 Turn-Out Period .....	63
EC.4.2 Turn-Out Routine .....	63
EC.4.3 Keep Gates Closed .....	63
EC.4.4 No Unattended Horses .....	63
EC.4.5 Horse Wash Area .....	63
EC.4.6 Clean-Up After Your Horse.....	63
EC.4.7 No Riding in Barn Aisle-Ways.....	63
EC.4.8 Close and Lock Trail Gate .....	63
<b>SECTION V - EQUESTRIAN CENTER POLICY FOR BOARDING AND USAGE .....</b>	<b>63</b>
EC.5.1 Documentation Required by CLPOA for Boarding .....	63
EC.5.2 Release Required for Boarding and / or Riding.....	64
EC.5.3 Indemnification Required for Bringing Horses into the Facility.....	64
EC.5.4 Notification Required for Injury, Accident or Emergency .....	64
EC.5.5 Horse Training.....	64
EC.5.6 Special Care for Horses .....	64
EC.5.7 No Vacancy / Waiting List .....	64
<b>GOLF COURSE (GC).....</b>	<b>65</b>
<b>SECTION I - INTRODUCTION .....</b>	<b>65</b>
<b>SECTION II - GOLF COURSE RULES FOR MEMBERS.....</b>	<b>65</b>
GC.2.1 Use Privileges – Defined .....	65

**Interactive Table of Contents – Click to Jump to Sections**

GC.2.2 Outside Golf Memberships .....	65
GC.2.3 Limitations.....	65
GC.2.4 Reciprocal Play (Non-Members).....	66
GC.2.5 Non-Members .....	66
<b>SECTION III - GOLF COURSE RULES FOR USE AND PLAY .....</b>	<b>66</b>
GC.3.1 Registration and / or Payment .....	66
GC.3.2 Junior Players .....	66
GC.3.4 Practice.....	66
GC.3.5 Stopping .....	66
GC.3.6 Falling Behind / Play Through.....	66
GC.3.7 No Fighting or Misconduct .....	66
GC.3.8 Refillable Sand Bottles Required .....	67
GC.3.9 No Swimming, Fishing or Wading in Golf Course Lakes .....	67
GC.3.10 No Pets on Golf Course .....	67
GC.3.11 Only Authorized Persons Allowed on Golf Course and / or Cart Paths.....	67
GC.3.12 Only Authorized Golf Carts Allowed on Golf Course .....	67
<b>SECTION IV - GOLF CART RULES.....</b>	<b>67</b>
GC.4.1 Drivers License Required .....	67
GC.4.2 Authorized Use Only.....	67
GC.4.3 Stay and / or Park on Cart Path Around Tees and Greens .....	67
GC.4.4 Maintain Required Distance from Greens.....	67
GC.4.5 Maintain Required Distance from Greens for Carts with Authorized Medical Flags.....	68
GC.4.6 Carts without Turf-Friendly Tires Allowed on Cart Paths Only.....	68
<b>SECTION V - POLICY FOR HOURS OF OPERATION, OPEN PLAY &amp; CLOSURE .....</b>	<b>68</b>
GC.6.1 Open Play .....	68
GC.6.2 Closure of Golf Course.....	68
<b>SECTION VII - POLICY FOR GOLF TOURNAMENTS .....</b>	<b>68</b>
GC.7.1 Tournaments .....	68
<b>SECTION VIII - DRESS CODE POLICY .....</b>	<b>68</b>
<b>SECTION IX - RESERVATIONS PROCEDURE .....</b>	<b>69</b>
GC.9.1 Annual Members .....	69
GC.9.2 Guests of Members .....	69
<b>SECTION X - CHECK IN PROCEDURE .....</b>	<b>69</b>
<b>SECTION XI - GOLF CART RENTAL PROCEDURE .....</b>	<b>69</b>
<b>SECTION XII - TEMPORARY MEDICAL FLAG PROCEDURE.....</b>	<b>69</b>
<b>SECTION XIII - GOLF COURSE MARSHAL’S PROCEDURE FOR ENFORCEMENT OF RULES &amp; REGULATIONS .....</b>	<b>69</b>
GC.13.1.....	70
GC.13.2.....	70
<b>HAPPY CAMP (HC).....</b>	<b>71</b>

**Interactive Table of Contents – Click to Jump to Sections**

<b>SECTION I - INTRODUCTION .....</b>	<b>71</b>
<b>SECTION II – HAPPY CAMP POLICY FOR SECURING A SITE.....</b>	<b>71</b>
HC.2.1 Availability .....	71
HC.2.2 Requirements .....	71
HC.2.3 Conditions for Reserving Spaces .....	71
HC.2.4 CLPOA IS NOT Responsible for Accidents, Injuries, or Loss of Property.....	71
<b>SECTION III - HAPPY CAMP RULES FOR SECURING A SITE AND OCCUPANCY.....</b>	<b>72</b>
HC.3.1 Members in Good Standing.....	72
HC.3.2 Registration / Payment.....	72
HC.3.3 Payment is Required for Multiple Sites .....	72
HC.3.4 Check-In.....	72
HC.3.5 Receipt.....	72
HC.3.6 Occupancy .....	72
HC.3.8 Check Out Time .....	72
HC.3.9 Overstaying.....	72
HC.3.10 Stay Limits .....	72
HC.3.11 Non-Compliance.....	73
<b>SECTION IV – HAPPY CAMP RULES FOR USE OF FACILITY.....</b>	<b>73</b>
HC.4.1 Restricted Areas .....	73
HC.4.2 Quiet Hours .....	73
HC.4.3 Vehicle Parking .....	73
HC.4.4 No Parking or Storing Boat Trailers .....	73
HC.4.5 Speed Limit .....	73
HC.4.6 Minors / Curfew .....	73
HC.4.7 Pet Requirements.....	73
HC.4.8 No Loud / Amplified Music.....	73
HC.4.9 No Open Fires .....	74
HC.4.10 No Littering / Trash.....	74
HC.4.11 No Glass Containers .....	74
HC.4.12 No Clotheslines.....	74
HC.4.13 No Vehicle Washing.....	74
HC.4.14 Securing Boats Overnight .....	74
HC.4.15 Reporting Leaks .....	74
HC.4.16 Responsibility for Damages .....	74
<b>SECTION V - HAPPY CAMP POLICY FOR RESERVATIONS ON HOLIDAY WEEKENDS .....</b>	<b>74</b>
HC.5.1 Availability .....	74
HC.5.2 Requirements .....	74
HC.5.3 Deposit .....	75
<b>SECTION VI - HAPPY CAMP POLICY FOR GROUP RESERVATIONS (SEPTEMBER 15TH TO MAY 15TH).75</b>	
HC.6.1 Availability .....	75

**Interactive Table of Contents – Click to Jump to Sections**

HC.6.2 Requirements .....	75
HC.6.3 Conditions .....	75
<b>LAKE &amp; MARINA (LM).....</b>	<b>76</b>
<b>SECTION I - INTRODUCTION .....</b>	<b>76</b>
<b>SECTION II - LAKE &amp; MARINA RULES AND REGULATIONS FOR REGISTRATION .....</b>	<b>76</b>
LM.2.1 Annual registration is required by CLPOA.....	76
LM.2.2 Boat Operation, Registration, Indemnification and Release Agreement Required by CLPOA.....	76
LM.2.3 Documentation and Payment Required .....	76
LM.2.4 Member in Good Standing Required .....	77
LM.2.5 Current and Displayed Registration is Required with State for ALL Motorized Boats and Boats Larger than Eight (8) Feet in Length Propelled Solely by Sail.....	77
LM.2.6 Registration is Required by CLPOA on Vessels Twenty-One Feet Six Inches (21’6”) or Less for Use on the Lake .....	77
LM.2.7 Boats Requiring Registration Found Setting At or On a Homeowners Dock or ON a Lift Above the Water are Subject to Fine if Unregistered .....	77
LM.2.8 Requirements for Boats Exceeding Ten (10) Horsepower .....	77
LM.2.9 Proof of Insurance Required by CLPOA for Motorized Boats .....	77
LM.2.10 Safety Certificate Required by CLPOA.....	77
LM.2.11 Change of Ownership.....	77
<b>SECTION III - LAKE &amp; MARINA RULES FOR NON-OPERATION .....</b>	<b>78</b>
<b>SECTION IV - LAKE &amp; MARINA RULES FOR SPECIAL EVENTS AND TEMPORARY BOAT LAUNCHING ...</b>	<b>78</b>
LM.4.1 Obtain Temporary Boat Launching Pass as Required by Marine Patrol .....	78
LM.4.2 Documentation Required by Marine Patrol.....	78
LM.4.3 CLPOA Provisional Use for Temporary Boat Launching Pass .....	78
LM.4.4 CLPOA Terms and Limitations.....	78
<b>SECTION V - LAKE &amp; MARINA SAFETY RULES.....</b>	<b>78</b>
LM.5.1 No Domestic Animals Allowed in CLPOA Waters.....	78
LM.5.2 Restrictions for Swimming, Snorkeling, Skin Diving and / or Use of Small Flotation Devices.....	78
LM.5.3 No Swimming Allowed in Tunnels .....	79
LM.5.4 No Flotations Allowed to Block Access .....	79
LM.5.5 No Jumping or Diving Permitted from Canyon Lake Common Docks and / or Causeways .....	79
LM.5.6 No Scuba Diving without Approval from Marine Patrol .....	79
LM.5.7 No Littering .....	79
<b>SECTION VI - LAKE &amp; MARINA SAFE OPERATION AND BOATING RULES .....</b>	<b>79</b>
LM.6.1 CLPOA IS NOT Responsible for Loss or Damage to Boats .....	79
LM.6.2 Water Vessels are Subject to Safety Inspection.....	79
LM.6.3 Follow Marine Patrol Directives.....	79
LM.6.4 Requirements for Notification to Marine Patrol or CLPOA for Accidents, Injuries and / or Other Emergencies.....	79
LM.6.5 Fenders Required for Protection of Other Boats and / or CLPOA Property.....	80
LM.6.6 Maximum Load / Weight Capacity.....	80

**Interactive Table of Contents – Click to Jump to Sections**

LM.6.7 Main Lake Ski Area Speed Limit .....	80
LM.6.8 Temporarily Restricted Speeds .....	80
LM.6.9 California Boater Card Requirements for Boat Operation .....	80
LM.6.10 Lifejackets Required for All Minors Under Thirteen (13) Years of Age .....	80
LM.6.11 Noise Level Limits .....	80
LM.6.12 Right of Way.....	80
LM.6.13 Follow Counter-Clockwise Pattern.....	80
LM.6.14 Slow Moving Craft Required to Stay Close to Shoreline .....	81
LM.6.15 Use of Water Devices.....	81
LM.6.16 Boat Towing .....	81
LM.6.17 No Towing Permitted between Almanac Sunset and Sunrise .....	81
LM.6.18 Navigation Lights Required between Almanac Sunset and Sunrise.....	81
LM.6.19 Docked Boats .....	81
LM.6.20 Conditions for Docking or Anchoring Boats .....	81
LM.6.21 Lodge Rental Docks Restricted to Slip Holders .....	81
LM.6.22 No Boats Allowed to Anchor, Drift or Come to Rest In between Center Line Buoys or within Twenty (2) Feet of Buoys in the East Bay.....	81
LM.6.23 No Access Permitted on Lake between Float Line Barrier and Dam .....	81
LM.6.24 Requirement for Passing Mid Channel Buoys.....	82
LM.6.25 No One Permitted to Tie Up To, Move or Damage CLPOA-Owned Buoys.....	82
LM.6.26 No Personal Anchor Buoys for Docking Boats between Almanac Sunset and Sunrise.....	82
LM.6.27 No Cleaning, Painting or Repairing Boats, Equipment or Items on CLPOA Property.....	82
LM.6.28 Requirement for Removal and / or Clean-up of Sunken Vessel.....	82
LM.6.29 Towing Through Tunnel .....	82
<b>SECTION VII - LAKE &amp; MARINA RULES FOR MOTORIZED BOAT OPERATION .....</b>	<b>82</b>
LM.7.1 No Jet Skis, Motorized Boards and / or Personal Motorized Water Craft Allowed .....	82
LM.7.2 No Boats Permitted Over Twenty-One (21'6") .....	82
LM.7.3 No Reckless or Negligent Behavior Allowed while Operating a Motorized Boat.....	83
LM.7.4 All Powerboats Required to Operate from the Primary Operator's Station.....	83
LM.7.5 Lifejackets and Equipment Required for Motorized Sailboats and Motorboats .....	83
LM.7.6 No Water Diverting Devices Allowed .....	83
LM.7.7 No Buzzing or Wetting Down Others Permitted.....	83
LM.7.8 No Remote Controlled Watercrafts Exceeding Fifteen (15) Miles Per Hour Allowed on Lake .....	83
<b>SECTION VIII - LAKE &amp; MARINA RULES FOR NON-MOTORIZED BOAT OPERATION .....</b>	<b>83</b>
LM.8.1 Lower Sails and Secure Sailboats Required at Dock Areas.....	83
LM.8.2 Lifejackets Required by All Persons .....	83
LM.8.3 Lifejacket Required for Windsurfers .....	83
<b>SECTION IX - LAKE &amp; MARINA RULES FOR SKIING, WAKEBOARDING AND SIMILAR WATERSPORTS .84</b>	
LM.9.1 No Watersports Allowed between Almanac Sunset and Sunrise .....	84
LM.9.2 Lifejackets Required for All Skiers or Riders .....	84
LM.9.3 Maximum of One (1) Skier or Rider Per Boat.....	84

**Interactive Table of Contents – Click to Jump to Sections**

LM.9.5 Ski Pattern Turns .....	84
LM.9.6 Requirements for Observers .....	84
LM.9.7 Requirements for Down Skier / Rider .....	84
LM.9.8 Observant Drivers Required .....	84
LM.9.9 Maintain Safe Distance from Docks .....	84
LM.9.10 No Start or End at Dock .....	84
LM.9.11 Safe Distance Required for Towing .....	85
LM.9.12 Requirements for Use of Water Devices .....	85
LM.9.13 No Unsafe, Reckless and / or Negligent Behavior Permitted .....	85
LM.9.15 Requirements for Cove Start .....	85
LM.9.16 Special Rules for the Areas of Treasure Island and Sunset Beach and Other High Traffic Areas .....	85
LM.9.17 Ski Rope Requirements / No Side Mount Bars .....	85
LM.9.18 Retrieval of Ski Ropes .....	85
LM.9.19 Retrieval of Loose Skis .....	85
LM.9.20 No Wake Enhancing Devices Allowed on Main Lake or Jump Lagoon .....	85
LM.9.21 Beginner Ski Start Area .....	85
LM.9.22 No Towing Riders on July 4 after 12:00 pm .....	86
<b>SECTION IX - LAKE &amp; MARINA RULES FOR SKIING, WAKEBOARDING AND SIMILAR WATERSPORTS – Special Rules for the North Ski Area .....</b>	<b>86</b>
LM.9.23 Slalom Skiing Priority .....	86
LM.9.24 Skier/Rider Turn .....	86
LM.9.25 Ski and Watersports Turn .....	86
LM.9.26 Boats in Back Area .....	86
LM.9.27 Boats Must Stop .....	86
LM.9.28 Turnaround and U-Turn Restrictions .....	86
LM.9.29 Maximum Number of Boats in Backwater .....	86
LM.9.30 A Rider’s Turn in Backwater .....	86
<b>SECTION X - LAKE &amp; MARINA RULES FOR BOAT INSPECTION .....</b>	<b>86</b>
LM.10.1 Requirements for CLPOA for White Service Seal .....	87
LM.10.2 Requirements by CLPOA for optional Red Quarantine Seal Exemption Decals .....	87
LM.10.3 Requirements by CLPOA for Red Quarantine Seal .....	87
LM.10.4 Requirements by the CLPOA and Marine Patrol for Quagga Inspection / Red Quarantine Seal Removal .....	88
LM.10.5 Approval of Boat Inspection .....	88
LM.10.6 Failure of Boat Inspection .....	88
<b>SECTION XI - LAKE &amp; MARINA RULES FOR SAFETY INSPECTION .....</b>	<b>88</b>
LM.11.1 Requirements for Safety Inspection .....	89
LM.11.2 Safety Check List .....	89
LM.11.3 Sound Level Measurement .....	90
<b>PARKS &amp; BEACHES (PB) .....</b>	<b>91</b>
<b>SECTION I - INTRODUCTION .....</b>	<b>91</b>

**Interactive Table of Contents – Click to Jump to Sections**

<b>SECTION II - PARKS &amp; BEACHES RULES.....</b>	<b>91</b>
<b>PB.2.1 Designated Parking .....</b>	<b>91</b>
<b>PB.2.2 Propane Grills / Fire Extinguisher Required.....</b>	<b>91</b>
<b>PB.2.3 No Open Fires / No Beach Fires.....</b>	<b>91</b>
<b>PB.2.4 No Golf Carts, Bicycles, Skateboards, Scooters or Motor Vehicles on Landscaped Areas or Playground Area/Equipment.....</b>	<b>92</b>
<b>PB.2.5 Reserved Sites.....</b>	<b>92</b>
<b>PB.2.6 No Glass Containers.....</b>	<b>92</b>
<b>SECTION III - PARKS &amp; BEACHES POLICY FOR USAGE.....</b>	<b>92</b>
<b>PB.3.1 Availability of Non-Reservable Parks.....</b>	<b>92</b>
<b>PB.3.2 Outside Vendors.....</b>	<b>92</b>
<b>PB.3.3 Jumpers / Bounce Houses and / or Amusement Rentals or Props.....</b>	<b>92</b>
<b>PB.3.4 Reservations for Group Functions.....</b>	<b>92</b>
<b>PLANNING &amp; COMPLIANCE (PC).....</b>	<b>94</b>
<b>SECTION I - INTRODUCTION.....</b>	<b>94</b>
PC.1.1 Architectural Control Committee.....	94
PC.1.2 Starting A Project Prior to Approval.....	94
PC.1.3 Committee Review / Approval Process.....	94
PC.1.4 Responsibility.....	95
PC.1.5 Owner Responsibility for Building Code Compliance.....	95
PC.1.6 Fines Imposed (informational only).....	95
<b>SECTION II - DEFINITIONS.....</b>	<b>95</b>
PC.2.1 Community Setback.....	95
PC.2.2 Flag Lot.....	95
PC.2.3 Front Property Line.....	95
PC.2.4 Front Yard Setback.....	96
PC.2.5 Rear Property Line.....	96
PC.2.6 Rear Yard.....	96
PC.2.7 Side Property Line.....	96
PC.2.8 Lakefront Lot / Boundary Line.....	96
PC.2.9 Structure.....	96
<b>SECTION III - SETBACKS AND ELEVATIONS.....</b>	<b>96</b>
PC.3.1 Application of Setbacks.....	96
PC.3.2 First Floor Elevation for Lakefront Lots.....	97
PC.3.3 Front Encroachment.....	97
PC.3.4 Rear Encroachment.....	97
<b>SECTION IV - SPECIFIC PROVISIONS AND RESTRICTIONS.....</b>	<b>97</b>
PC.4.1 Lot Maintenance.....	97
PC.4.2 Courtyard Walls.....	98
PC.4.3 Fences, Walls and Retaining Walls.....	98
PC.4.4 Pool / Spa Maintenance.....	98

**Interactive Table of Contents – Click to Jump to Sections**

PC.4.5 Easements.....	98
PC.4.6 Light Posts / Flag Poles.....	98
PC.4.7 Signs.....	99
PC.4.8 Contiguous Lot Ownership.....	99
PC.4.10 Household Pets.....	99
PC.4.11 Driveways.....	99
PC.4.12 Damaged Improvements and Structures.....	99
PC.4.13 Satellite Dishes and Antennas.....	99
PC.4.14 Extension Cords.....	100
PC.4.15 Commercial Use of a Residential Lot.....	100
PC.4.16 Trash Dumping or Burning.....	100
PC.4.17 Lake Dirt Dumping or Removal.....	100
PC.4.18 Garbage and Refuse Containers.....	100
PC.4.19 Property Maintenance Required.....	100
PC.4.20 Dumpsters and Roll-off Boxes.....	100
PC.4.21 Household and Storage Modules (Pods).....	101
PC.4.22 Clotheslines.....	101
PC.4.23 Boat and Vehicle Covers.....	101
PC.4.24 Holiday Decorations.....	101
PC.4.25 Basketball Hoops.....	101
PC.4.26 Painting.....	101
<b>SECTION V - REGULATIONS FOR CONSTRUCTION.....</b>	<b>101</b>
PC.5.1 Size of Residences.....	101
PC.5.2 Single & Multiple Stories.....	102
PC.5.3 Roofing Materials.....	102
PC.5.4 Roof / Eaves Setback Encroachment.....	102
PC.5.5 Fireplace Setback Encroachment.....	102
PC.5.6 Patios and Decks.....	102
PC.5.8 Fuel Tanks.....	102
PC.5.9 Air Conditioners / Heat Pumps.....	102
PC.5.10 Driveways and Additional Parking.....	103
PC.5.11 Garages.....	103
PC.5.12 Solar Panels.....	103
PC.5.13 Swimming Pool, Spa, and Water Feature/Pond.....	103
PC.5.14 Variances.....	104
<b>SECTION VI - APPLICATION PROCESS.....</b>	<b>104</b>
PC.6.1 Application Form.....	104
PC.6.2 Submittal Requirements.....	104
PC.6.3 Plan Requirements.....	105
PC.6.4 Additional Requirements for New Homes.....	105
PC.6.5 Street Excavation.....	106

**Interactive Table of Contents – Click to Jump to Sections**

PC.6.6 Permit .....	106
PC.6.7 Encroachments .....	106
PC.6.8 Viewing of Application and Plans.....	106
PC.6.9 Appeal Process for Permit Applications.....	106
PC.6.9 Viewing of Application and Plans.....	107
PC.6.10 Appeal Process for Fines.....	107
<b>SECTION VII - CONSTRUCTION .....</b>	<b>107</b>
PC.7.1 Time Limits.....	107
PC.7.2 Forms and Footing Inspections.....	107
PC.7.3 During Construction.....	107
PC.7.4 Contractor and Property Owner Responsibility.....	108
PC.7.5 Occupancy Permits .....	109
PC.7.6 Failure to Obtain a Permit .....	109
PC.7.7 Failure to Build According to Plans .....	109
<b>SECTION VIII - LANDSCAPING.....</b>	<b>109</b>
PC.8.1 Improved Lots .....	109
PC.8.2 Vacant Lots .....	109
PC.8.3 Landscaping Changes Requiring Approval .....	109
PC.8.4 Trees .....	110
PC.8.5 Front Yard Landscaping.....	110
PC.8.6 Side Yard Landscaping .....	110
PC.8.7 Community Setback.....	110
PC.8.8 Corner Lots.....	110
PC.8.9 Leaves and Debris .....	110
PC.8.10 Artificial Grass and Decomposed Granite (DG).....	111
<b>SECTION IX – LAKEFRONT LOTS &amp; SHORELINE IMPROVEMENTS .....</b>	<b>111</b>
PC.9.1 Process for Material Changes .....	113
PC.9.2 Process for Non-Material Changes .....	114
PC.9.3 Further Changes to Processes/City’s Process Independent.....	116
PC.9.4 Material Standards and Certifications .....	116
PC.9.5 CLPOA May Require Additional Changes or Removal of Shoreline Improvements at Any Time.....	116
PC.9.6 Responsibility for Shoreline Improvements/Maintenance Standards/Safety .....	117
PC.9.7 Docks.....	118
PC.9.8 General Design Data for New or Replacement Docks .....	119
PC.9.9 Dock Requirements.....	119
PC.9.10 Seawalls .....	120
PC.9.11 Dredging/Grading .....	120
PC.9.12 Lakefront Owners and Related Parties Assume All Risk .....	120
PC.9.13 Transportation Permit .....	121
PC.9.14 No New Swimming Pools, Habitable Structures, or Bathrooms in the Shoreline; Rules for Existing Swimming Pools.....	121

**Interactive Table of Contents – Click to Jump to Sections**

PC.9.15 No Commercial Use .....	121
PC.9.16 Applicable Processing Fees .....	121
<b>SECTION X – IMPROVEMENTS ON OR IN CLOSE PROXIMITY TO EVMWD SEWER EASEMENTS .....</b>	<b>121</b>
PC.10.2 Easement Application Requirements .....	122
PC.10.3 ACC Review .....	123
PC.10.3 Committee Review.....	123
<b>PUMP TRACK (PT) .....</b>	<b>124</b>
<b>SECTION I – PUMP TRACK RULES.....</b>	<b>124</b>
PT.1.0 Waiver.....	124
PT.1.1 Protective Gear .....	124
PT.1.2 Pegs Not Allowed .....	124
PT.1.3 Children Under 12 .....	124
PT.1.4 Pump Track Use .....	124
PT.1.5 Safety .....	124
PT.1.6 Use of Pump Track Outside Posted Hours .....	124
PT.1.7 Profanity, Abusive Language, Violence Prohibited .....	124
PT.1.8 Surface Conditions .....	124
PT.1.9 Use of Alcohol, Illegal Drugs, or Controlled Substances Prohibited .....	124
PT.1.10 Animals .....	125
PT.1.11 Use At Risk .....	125
PT.1.12 Entry Gate .....	125
<b>RESTAURANT FACILITIES (RF).....</b>	<b>126</b>
<b>SECTION I – INTRODUCTION .....</b>	<b>126</b>
<b>SECTION II - RULES FOR RESTAURANTS .....</b>	<b>126</b>
RF.2.1 Only Persons Twenty-One Years of Age or Older Allowed to Purchase or Consume Alcoholic Beverages .....	126
RF.2.2 Only Persons Twenty-One Years of Age or Older Allowed to Sit at Bar.....	126
RF.2.3 No Alcoholic Beverages Allowed to Leave Premises.....	126
RF.2.4 Right to Refuse Service Service may be refused to any intoxicated or unruly member and / or guest.....	126
RF.2.5 Golf Cart Parking in Designated Areas Only.....	126
RF.2.6 No Skateboards, Scooters, or Bicycles Allowed .....	126
RF.2.7 No Outside Solicitation Without Prior Approval.....	126
RF.2.8 Reporting Complaints .....	127
RF.2.9 No Funeral Services Allowed.....	127
<b>SECTION III - DRESS CODE POLICY.....</b>	<b>127</b>
RF.3.1 Shirts and Footwear Required at the Lodge Facility .....	127
<b>SENIOR CENTER (SC).....</b>	<b>128</b>
<b>SECTION I - INTRODUCTION .....</b>	<b>128</b>
<b>SECTION II - SENIOR CENTER RULES FOR PARKING.....</b>	<b>128</b>
SC.2.1 No Park & Ride Programs.....	128

**Interactive Table of Contents – Click to Jump to Sections**

SC.2.2 Designated Parking for Motorcycles .....	128
SC.2.3 Designated Area for Community Patrol Personnel and Vehicles.....	128
SC.2.4 Parking Hours .....	128
SC.2.5 No Parking on Landscaped Areas .....	128
SECTION III - SENIOR CENTER POLICY FOR USAGE .....	128
SC.3.1 Events.....	128
SC.3.2 Hours.....	128
SC.3.3 CLPOA Sponsored Meetings, Sanctioned Club Meetings and Events .....	128
<b>SWIMMING POOL (SP) .....</b>	<b>129</b>
<b>SECTION I - INTRODUCTION .....</b>	<b>129</b>
<b>SECTION II - POOL RULES .....</b>	<b>129</b>
SP.2.1 Valid CLPOA Card is Required .....	129
SP.2.2 Members in Good Standing .....	129
SP.2.3 Members Must Accompany and Stay with Guests .....	129
SP.2.4 Pool Use Limited to Six (6) Guests Per Tract/Lot .....	129
SP.2.5. Proper Supervision Required .....	130
SP.2.6 No Animals .....	130
SP.2.8 No Alcoholic Beverages.....	130
SP.2.9 No Glass Containers or Objects.....	130
SP.2.10 No Bicycles .....	130
SP.2.11 No Skateboards .....	130
SP.2.12 No Scooters .....	130
SP.2.13 Obey Pool Attendants .....	130
SP.2.14 No Unsafe Behavior and / or Activity.....	130
<b>SECTION III - POLICY FOR USE OF THE POOL.....</b>	<b>130</b>
SP.3.1 Proper Swim-Wear Required .....	131
SP.3.2 Proper Waterproof Swim Pants or Briefs Required for Babies, Toddlers or Incontinent Adults .....	131
SP.3.3 Safeguard for Crowded Days.....	131
SP.3.4 Notification Required for Injury, Accident or Emergency .....	131
SP.3.5 No Lifeguard on Duty .....	131
SP.3.6 Pool Passes.....	131
<b>FINE SCHEDULE .....</b>	<b>132</b>

# GENERAL RULES & REGULATIONS (GR)

## GENERAL RULES & REGULATIONS (GR)

NOTICE TO ALL MEMBERS: Sections of this Property Owner's Manual include references to certain fees and / or costs that are required to be charged as approved by the Canyon Lake Property Owners Association (CLPOA). Failure to comply with any of these as set forth herein may result in applicable fine(s). For additional information, refer to the Schedule of Fees and Fines. Any violation to the rules with no specified fine amount may be fined \$50.00.

### SECTION I – INTRODUCTION

Your Canyon Lake Property Owners Association (CLPOA) works to protect your property values, and to promote the welfare of the project's residents by administering fair and equitable rules. You can do your part by honoring these rules to extend those benefits to others. When we all do our part, the continuing improvement of Canyon Lake as a unique living environment and investment will be realized.

The Board of Directors thanks you in advance for taking the time to read the following and review these rules and regulations. For those who have not owned property in a private community before, a working knowledge of these rules and procedures is invaluable to you as part of your enjoyment of your new community.

#### GR.1.1 General Information

The CLPOA is a mutual benefit, non-profit corporation organized under the Corporations Code of the State of California. The CLPOA holds elections to choose a Board of Directors, responsible for the overall operation and management of the community. The CLPOA owns, maintains and operates common property and facilities, such as streets, parks, greenbelts, recreational and service facilities. It adopts and administers rules and regulations to promote a quality living environment. It levies assessments to generate the revenues necessary to finance its operations and to perform the responsibilities placed upon the CLPOA by its Articles of Incorporation, By-Laws and the Declarations of Restrictions recorded against the tracts within the community.

The CLPOA's relationship with its members is contractual rather than governmental, and this contract consists of the Declarations of Restrictions (CC&R's), recorded against each residential lot within the community. When you buy a home or lot within Canyon Lake, your purchase is subject to this contract. This contract regulates, among other things, what kind of structures can be erected on a lot and their appearance and that of the site in general, and how the site and improvements thereon must be maintained.

Additionally, the Covenants, Conditions and Restrictions, generally referred to as CC&R's, shall be the governing documents that dictate how the CLPOA operates the community. The CC&R's recorded against each tract / lot have certain conditions and requirements that are specific to that particular property and location (such as a lake frontage lots, those lots adjacent to the golf course, etc.). It is the responsibility of each property owner to read and understand these CC&R's and recognize the circumstances that may arise due to the location of their tract / lot.

As such, in concurrence with the grantees acceptance included in the CC&R's, the grantee of any lot subject to the coverage of the Declaration, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or subsequent owner of such lot, shall accept such deed or contract upon and subject to each and all of these Restrictions and the

# GENERAL RULES & REGULATIONS (GR)

agreements therein contained, and also jurisdiction, rights and powers of Declarant, and by such acceptance shall for himself, his heirs, personal representatives, successors, and assigns, covenant, consent and agree to and with Declarant, and to and with the grantees and subsequent owners of each of the lots within the Subdivision to keep, observe, comply with and perform said Restrictions and agreements.

*Further, each such grantee also agrees, by such acceptance, to assume as against Declarant, its successors or assigns, all the risks and hazards of ownership or occupancy attendant to such lot, including but not limited to its proximity to golf course fairways or lakeshores.*

Accordingly any planned, private community is, by definition and function, a regulated environment. In order to function effectively, Canyon Lake property owners / members should realize that the very characteristics that drew them to this community, such as consistently clean, attractive neighborhoods and homes, recreational amenities and exclusivity, depend upon the owners / members abiding by and submitting to personal identification and regulations requirements.

Your CLPOA's goal is to maintain and protect the special nature of your Canyon Lake community. The following rules and regulations evolved over several years of history to accomplish this task. A thorough understanding of these rules and regulations by all members and residents is essential to avoid inadvertent mistakes and unnecessary penalties.

In order to maintain our quality of living environment, it is necessary that the Canyon Lake Property Owners' Association ("CLPOA") attract and retain good employees. Pursuant to both state and federal law, the CLPOA is obligated to provide a safe and healthful workplace. In addition, the CLPOA has a legal obligation to maintain a work environment that is free of unlawful harassment and discrimination.

In order to achieve these legal requirements, the CLPOA has adopted a zero-tolerance policy for unlawful harassment and discrimination and is committed to taking all reasonable steps to prevent harassment and discrimination from occurring. This policy is designed not only to provide a positive environment for our members and employees, but also to minimize potential costs to members associated with defending workers' compensation and other claims.

## **GR.1.2 Purpose of Fines**

The rules and regulations contained herein are enforceable through the issuance of citations or other action. While not all of the rules contain a fine amount or other action, many do. The purpose of fines is not to raise revenue, but rather to establish an appropriate economic penalty for violations. These rules have evolved over the 40 plus years of Canyon Lake's history to promote the orderly use of the common facilities, enhancement of the aesthetic environment and similar purposes. If the Members are to expect the Board of Directors, staff and management of the CLPOA to administer and enforce these rules, then an effective means of deterring that relatively small percentage of people who willfully abuse the rules must be established. Fines have proven to be a useful means of accomplishing that goal.

## **GR.1.3 Fines Not Exclusive Remedy**

Violation of any rule or policy may result in a fine, suspension, permit or approval revocation, other disciplinary action and / or legal enforcement action. Any statement in these rules that a fine may be imposed is not intended to and shall not be construed as a limitation on actions that may be taken by the CLPOA in response to a violation. Instead, such a statement is mainly an example of one of many nonexclusive actions that may be taken by the CLPOA in response to a violation. Thus, in addition to a fine, a suspension, permit or approval revocation, other disciplinary action and / or legal enforcement

# GENERAL RULES & REGULATIONS (GR)

action can be imposed, even for a first offense, under appropriate circumstances. Disciplinary actions may include, but are not limited to, revocation of privileges to utilize recreational facilities.

## **GR.1.4 Disciplinary Hearings and Appeals of Fines and Suspensions**

Disciplinary hearings shall be scheduled before the appropriate CLPOA committee / department ("committee"). Members shall be sent written notice of the hearing at least ten (10) days prior to the hearing. Notice shall be sent either by first class mail or other individual delivery. The notice shall state the date, time and place of the hearing and the name of the committee that will conduct the hearing. Members have a right to attend a hearing at which they face disciplinary action, to be heard by the committee, to present evidence and to confront the evidence against them. Requests for postponements shall be handled in accordance with paragraph GR.1.4d. The decision of the committee shall be sent to the Member, either by first class mail or other individual delivery, within fourteen (14) days of the hearing. Members may request an Internal Dispute Resolution (IDR) per California Civil Code and / or an appeal to the Board of Directors to dispute a decision of a committee to impose discipline against the Member to the Board of Directors. Appeals will be heard by the Board of Directors in the following manner as described in the subsequent paragraphs.

**GR.1.4a Basis for Appeal** - The basis for the appeal must be stated in writing and should not simply re-argue factual disputes. If the Member failed to attend the hearing at which the committee considered the imposition of disciplinary action, the appeal must specify, in writing, good cause for the Member's failure to attend the scheduled hearing before that committee and offer a summary of the what the Member's defenses will be to the violation(s) charged.

**GR.1.4b Time for Appeal** - Appeals to the Board of Directors must be filed, in writing, with the CLPOA, and CLPOA requests such appeals within fifteen (15) days of the CLPOA's sending notice to the member of the decision of the committee.

**GR.1.4c Appeals Evidence** - Although a Member has the right to attend the Board's appeal hearing in Executive Session and to be represented by Counsel at the Member's expense, appeals will be decided solely upon the review of the written record and of proceedings before the committee below unless:

**GR.1.4c.1** - The appealing Member requests in the written appeal to the Board of Directors the opportunity to offer additional evidence and states the reasons why the evidence now being offered was not presented to committee which initially considered the matter; and

**GR.1.4c.2** - The Board of Directors grants the request. The Board of Directors will not hear additional evidence unless the Board finds that a second evidentiary hearing is justified by exceptional circumstances. The Member appealing to the Board of Directors has the burden of showing that the Committee's determination was unsupported by evidence, constituted an abuse of discretion or was otherwise in error.

**GR.1.4d Postponements** - A member may request one (1) postponement of a scheduled hearing for a good cause. The postponement is not to exceed sixty (60) days from receipt of the written request. Such postponement request may be made in writing to the Appeals Services Administration, CLPOA, 31512 Railroad Canyon Road, Canyon Lake, California, 92587 by stating in detail the reason(s) for the request and must be received by the Appeals Services Administration not less than three (3) days prior to the scheduled hearing.

**GR.1.4e Receipt by CLPOA** - The CLPOA is not responsible for postponement requests, which are not timely received by the CLPOA. It is the Member's obligation to confirm the CLPOA's timely receipt of such requests. Initial disciplinary hearings shall be conducted by the following committees:

**GR.1.4e.1** - ACC / Planning & Compliance. Alleged architectural violations;

**GR.1.4e.2** - Appeals Committee. Citations issued by Community Patrol, Marine Patrol or by Association Staff (other than for architectural violations); and,

# GENERAL RULES & REGULATIONS (GR)

**GR.1.4e.3** - Disciplinary Hearing Committee - Suspension of privileges / revocation of good standing status for failure to pay charges levied to a Member's account and any other potential disciplinary action for matters not covered under sub-paragraphs GR.1.4e.1 and GR.1.4e.2 above.

**GR.1.4e.4 - Failure To Appear** - If a member fails to appear at a scheduled hearing without submitting a request for a postponement with good cause, the matter will be heard by the Board in the member's absence and ruled upon.

## **GR.1.5 Election Rules**

These Election Rules apply to all Member votes undertaken by Canyon Lake Property Owners Association ("Association"). These Election Rules shall be effective on the date of adoption, shall supersede any other rules of the Association affecting voting or elections, and shall remain in effect until modified by the Board of Directors (the "Board").

### **GR.1.5a - Member Voting Rights**

**GR.1.5a.1** - Notwithstanding anything to the contrary in the Association's governing documents, all Prime Members, (called simply "Members" in the Bylaws) shall be entitled to vote. "Associate Members" are not entitled to vote per Article III, Section 3 of the Bylaws. Any reference to "Member" voting herein shall be construed as a reference to the Prime Member, not an Associate Member. No Prime Member shall be denied a ballot for any reason other than not being a Member. Prime Members have one vote per Lot owned.

**GR.1.5a.1.1 - Entity Owners** - In the case of a Member that is not a natural person (such as a trust, corporation or other entity), the vote of such Member may be cast by any authorized representative of the Member designated by written notice to the Association.

**GR.1.5a.1.2 - General Power of Attorney** - A person with general power of attorney for a Member, who has provided satisfactory evidence thereof, shall not be denied a ballot and said ballot shall be counted if returned by the deadline for voting.

**GR.1.5a.2 - Voter List** - The Association shall maintain a "Voter List" which shall include for each separate interest: the Member's name; voting power; and, unless the Member has "opted out" of the public distribution of their address, the physical address of the Member's separate interest, or the parcel number, or both, and the mailing address of the Member if it is different than the physical address of the separate interest (or if the parcel number is used). Upon request, the Association shall permit Members to verify the accuracy of their individual information on the Voter List at least 30 days before the ballots are mailed. The Member shall report any errors to the Inspector who shall make the correction within two business days. The Association may, at its discretion, report any known errors to the Inspector. The Voter List shall be retained as "association election materials" as required by law.

**GR.1.5a.3 - Cumulative Voting Not Permitted** - Cumulative voting is not permitted in the election of directors.

**GR.1.5a.4 - Proxy Voting Not Permitted** - Use of proxies in connection with membership votes or membership meetings is not authorized by the By Laws. "Proxy" shall mean a written authorization signed by a Member or a Member's attorney-in-fact giving another person or persons power to vote for such Member, as defined in Corporations Code section 5069.

# GENERAL RULES & REGULATIONS (GR)

**GR.1.5b - Membership Meeting and Voting Procedure** - The Association will hold an Annual Meeting of the Members to elect Directors and to conduct Association business. The Annual Meeting is generally held in May.

**GR.1.5b.1 - The Board of Directors consists of 5 Directors.** Directors are elected for 4 year terms. The terms are staggered. Directors must be elected by secret ballot and cannot be elected by voice vote or show of hands at the Annual Meeting.

**GR.1.5b.2 - Secret Ballots** - The Association will allow for voting by both written secret ballot and by electronic secret ballot, as set forth herein. However electronic secret ballots are not allowed, per law, for regular or special assessment votes. The secret ballot process will be used for all of the following:

- i. Election and removal of the Association's Board of Directors.
- ii. Vote of the membership regarding assessments that legally require a vote of the membership for approval. (Written secret ballot only.)
- iii. Amendments to the governing documents that require membership approval.
- iv. Prior to granting exclusive use of common area property, where required by Civil Code Section 4600.
- v. Any other matters where a secret ballot is required by law.

## **GR.1.5b.3 - Voting Procedure**

**GR 1.5b.3.1 - 30-Day Pre-Notice of Director or Recall Election Information.** At least 30 days before the ballots are distributed for elections of directors or to recall directors (but not required for membership votes on other matters), the Association shall provide general notice per Civil Code section 4045 (and individual notice per Civil Code section 4040 to those requesting members) of all of the following: (i) the date and time by which, and the physical address where, ballots are to be returned by mail or handed to the Inspector; (ii) the date and time by which electronic secret ballots are to be transmitted to the internet-based voting system and preliminary instructions on how to vote by electronic secret ballot upon commencement of the voting period; (iii) the date, time, and location of the meeting at which quorum will be determined, and at which ballots will be counted; (iv) a statement that the Association may call a reconvened meeting to be held at least 48 hours after a scheduled election if the required quorum is not reached, at which time the quorum of the membership to elect directors will be twenty five percent (25%) of the Association's members voting in person, or by secret ballot; If the 25% quorum is not reached the Association may adjourn the meeting to a date at least 20 days after the adjourned meeting, upon at least 15 days' prior notice, at which time the quorum required for purposes of the reconvened meeting to elect directors shall be 20 % of the Association's member voting in person, or by secret ballot; and (v) the "Candidate Registration List," as defined in GR.1.5c.3 below.

**GR.1.5b.3.2 - Written Secret Ballot Procedures.** To the extent written secret ballots are used to vote (i.e. when Members vote on assessment increases; and voting on other matters where the Member has opted out of using electronic secret ballots), the following rules apply. The Association shall deliver, in person or via first-class mail, the ballots, including instructions on how to vote, and "double envelope system" as described in Civil Code section 5115(c). Only Members who will vote by written secret ballot pursuant to this Section shall be mailed or delivered the ballots and envelopes. Ballots shall be distributed a minimum of 30 days prior to the deadline for voting. In an election to approve an amendment of governing documents, the text of the proposed amendment shall be delivered to the Members with the ballot.

## GENERAL RULES & REGULATIONS (GR)

- a. The written secret ballot will not identify the voter by name, address, lot, parcel number or unit number.
- b. For election of Directors the written secret ballot will contain the names of any candidates known to the Association at the time the ballot is mailed.
- c. The ballot itself is not signed by the voter but is inserted into a sealed, pre-addressed (to the Inspectors) envelope (Envelope #1).
- d. The sealed Envelope #1 is then inserted by the voter into a second pre-addressed (to the Inspectors) envelope (Envelope #2) which should then be sealed. In the upper left-hand corner of Envelope #2, the Member shall sign their name, indicate the address or other identifying account/unit/lot number that entitles them to vote. Envelope #2 may be mailed or delivered by hand to the pre-addressed address specified on the envelope.
- e. Members owning multiple Lots must submit separate ballot envelopes (#1 and #2) for each Lot.
- f. The member may request a receipt for hand delivery of the sealed Envelope #2 to the location selected by the Inspectors. Any member desiring a receipt for mail delivery should send the ballot by certified mail, return receipt requested, to the location selected by the Inspectors.

**GR.1.5b.3.3** - Only the Association's ballots in the form which are sent out to the membership by the Association or are provided by the Association at the membership meeting will be accepted by the Inspectors.

**GR.1.5b.4** - Electronic Secret Ballot Procedures. When a vote of the Members is conducted using electronic secret ballots, the ballots shall be distributed a minimum of thirty 30 days prior to the deadline for voting, and the following shall apply:

**GR.1.5b.4.1 - General Requirements.**

- a. Definition of Electronic Secret Ballot. "Electronic secret ballot," as used in these Election Rules, means a ballot conducted by an electronic voting system that ensures the secrecy and integrity of a ballot pursuant to the requirements of Civil Code sections 5100 through 5145, inclusive.
- b. Voting List. The Association shall maintain a separate voting list identifying which Members will vote by electronic secret ballot and which Members will vote by written secret ballot.
- c. Valid Email Address Required; Otherwise, Vote by Written Secret Ballot. Members who vote by electronic secret ballot shall be required to provide a valid email address to the Association. If the Association does not have a Member's email address required to vote by electronic secret ballot by the time at which ballots are distributed, the Association shall send the Member a written secret ballot.
- d. Inspector of Election. The Association must utilize an Inspector capable of fulfilling the electronic secret ballot vote requirements as set forth in these Election Rules.
- e. Cannot Be Used for Assessment Votes. Electronic secret ballots cannot be used for a membership vote to approve an increase in the regular/annual assessment or a special assessment as described in **GR.1.5b.2.ii**. Such votes must be conducted by written secret ballot as set forth in **GR.1.5b.3.2**.

**GR.1.5b.4.2 Inspector of Election Requirements.** When conducting an election by electronic secret ballot, the Association must select an Inspector which shall ensure compliance with all of the following:

## GENERAL RULES & REGULATIONS (GR)

- a. Each Member voting by electronic secret ballot shall be provided with all of the following:
  - (1) A method to authenticate the Member's identity to the internet-based voting system.
  - (2) A method to transmit an electronic secret ballot to the internet-based voting system that ensures the secrecy and integrity of each ballot.
  - (3) A method to confirm, at least 30 days before the voting deadline, that the Member's electronic device can successfully communicate with the internet-based voting system.
- b. Any internet-based voting system that is utilized shall have the ability to accomplish all of the following:
  - (1) Authenticate the Member's identity.
  - (2) Authenticate the validity of each electronic secret ballot to ensure that the electronic secret ballot is not altered in transit.
  - (3) Transmit a receipt from the internet-based voting system to each Member who casts an electronic secret ballot.
  - (4) Permanently separate any authenticating or identifying information from the electronic secret ballot, rendering it impossible to connect an election ballot to a specific Member.
  - (5) Store and keep electronic secret ballots accessible to elections officials or their authorized representatives for recount, inspection, and review purposes.

### **GR.1.5b.4.3 - Electronic Secret Ballot Requirements.**

- a. Delivery of Electronic Secret Ballot. The Association shall deliver individual notice (per Civil Code section 4040) of the electronic secret ballot to each Member 30 days before the election. The individual notice shall contain instructions on both of the following:
  - (1) How to obtain access to that internet-based voting system; and
  - (2) How to vote by electronic secret ballot.

Delivery of this individual notice may be accomplished by electronic submission to an address, location, or system designated by the Member.

- b. Other Electronic Notice. The electronic secret ballot may be accompanied by or contained in an electronic individual notice in accordance with Civil Code section 4040(a), paragraph (2).
- c. Ballot List. The electronic secret ballot must contain the same list of items being voted on as the written secret ballot, and vice versa.
- d. Amendment of Governing Documents. The text of a proposed governing document amendment may be delivered, by electronic means, to those Members who vote by electronic secret ballot. The Association shall also deliver a written copy of the text of the proposed amendment to those members upon request and without charge. If voting by written secret ballot, the Association shall deliver a written copy of the text of the proposed amendment to the Member with the ballot as set forth in **GR.1.5b.3.1**, above.

### **GR.1.5b.4.4 - Voting by Electronic Secret Ballot.**

## GENERAL RULES & REGULATIONS (GR)

- a. When Electronic Vote is Effective. A vote made by electronic secret ballot is effective when it is electronically transmitted to an address, location, or system designated by the Inspector.
- b. Electronic Vote May Not be Revoked. A vote made by electronic secret ballot (or by written secret ballot) shall not be revoked.
- c. Electronic Secret Ballots and Quorum. For purposes of determining a quorum, a Member voting electronically pursuant to GR.1.5b.4 shall be counted as a Member in attendance at the meeting. Once the quorum is established, a substantive vote of the Members shall not be taken on any issue other than those specifically identified in the electronic vote.

### **GR.1.5b.5 - Electronic Voting - Default Voting Method is Electronic Voting**

#### **GR 1.5b.5.1 - Electronic Voting – Default Voting Method is Electronic Voting – Members Permitted to Opt Out.**

- a. Per Civil Code section 5105(i)(1)(C)(i), the default voting method for the Association’s voting (except as set forth in GR.1.5b.2.ii, above) shall be electronic secret ballot voting. Members shall be permitted to “Opt Out” of voting by electronic secret ballot to vote by written secret ballot, requiring the Association to mail a written secret ballot only to a Member who has opted out of voting by electronic secret ballot or for whom the Association does not have a valid email address required to vote by electronic secret ballot.
- b. The Association’s annual policy statement (per Civil Code section 5310) must include information on the procedures to opt out of voting by electronic secret ballot.
- c. At least 30 days prior to the deadline to change the preferred method of voting (see Section GR1.5b.2 (“Changes in Preferred Method of Voting”), the Association shall provide the Members individual notice (per Civil Code section 4040) of all of the following:
  - (1) The Member’s current voting method;
  - (2) If the Member’s voting method is by electronic secret ballot and the Association has an email address for the Member, the email address of the Member that will be used for voting by electronic secret ballot.
  - (3) An explanation that the Member is required to opt out of voting by electronic secret ballot if the Member elects to vote by written secret ballot.
  - (4) An explanation of how a Member may opt out of voting by electronic secret ballot, and
  - (5) The deadline by which the Member is required to opt out of voting by electronic secret ballot if the Member elects to exercise that right.

**GR.1.5b.5.2 - Changes in Preferred Method of Voting.** Each Member shall be permitted to change their preferred method of voting from electronic secret ballot to written secret ballot, or written secret ballot to electronic secret ballot, up to 90 days before an election. A request to opt out of voting by electronic secret ballot shall be delivered in writing to the Association, either to the person designated in the Association’s annual policy statement, or if no person so designated, to the Board President or Secretary. This written delivery

# GENERAL RULES & REGULATIONS (GR)

may be by email, facsimile, or other electronic means provided by the Association; by personal delivery if assented to by the Association (with written receipt); or by first-class mail, postage prepaid, registered or certified mail, express mail, or overnight delivery by an express service carrier

## **GR.1.5b.6 - Effect of Submitting a Ballot**

**GR.1.5b.6.1** - Once a member mails or delivers his / her written or electronic ballot that ballot cannot be changed or revoked.

**GR.1.5b.6.2** - Only 1 ballot may be submitted for each Lot. Once a Member submits a ballot with regard to a Lot, no other ballot may be submitted for that property. Should more than 1 ballot be received for any Lot, the first ballot received will be the one counted. If it cannot be determined which ballot was the earliest received, no ballot will be counted for that Lot except 1 ballot for quorum purposes only.

## **GR.1.5b.7 – Registration of Written Secret Ballots at the Meeting**

**GR.1.5b.7.1** - The Association will have the membership registration list at the meeting.

**GR.1.5b.7.2** - Management will not register any of the ballots received by the Association. Registration will be performed by the Inspectors.

**GR.1.5b.7.3** - All written ballots must be sealed in the 2 sealed, pre-addressed envelopes and Envelope #2 must contain all required information on the upper left- hand corner.

**GR.1.5b.7.4** - If a Member brings written ballots from other Members to the membership meeting, the ballots must be sealed in separate individual Envelopes #1 and #2 as required above. The Inspectors will register and make all necessary determinations regarding those sealed ballot envelopes.

**GR.1.5b.7.5** - The Inspectors will review the information provided on the upper left- hand corner of Envelope #2 and will determine whether the failure to include any information should result in the Ballot being counted for quorum purposes only, or not counted for any purpose. The Inspectors will require, at a minimum, the following as indicated in subsequent paragraphs:

**GR.1.5b.7.5.1** - The name of the Member must be legible and must match the name of the record Owner of the property as shown on the Association's member-ship list.

**GR.1.5b.7.5.2** - The Member's signature must be on the Envelope #2

**GR.1.5b.7.5.3** - The address/Lot identifier shown on Envelope #2 must correspond to the Member's address/Lot on the Association's membership list.

## **GR.1.5b. 8 – Registration of Members in Person**

**GR.1.5b.8.1** - Members wishing to vote in person at the membership meeting must present themselves at the registration table.

**GR.1.5b.8.2** - A member may not revoke any previously mailed or delivered ballot; if the Inspectors confirm that a ballot was received by the Inspectors the Member may attend the meeting but will not be given a new ballot to vote at the meeting. If the Inspectors confirm that a ballot was not received, the Member will be given a ballot and 2 envelopes to mark, seal and complete and cast in secret at the meeting.

**GR.1.5b.8.3** - Member voting in person at the meeting must still use the Association provided written ballot, including Envelopes #1 and #2; and

# GENERAL RULES & REGULATIONS (GR)

Envelope #2 must be filled out, sealed and signed. Failure to use the 2 envelope system at the meeting may lead to invalidation of the ballot cast at the meeting and shall prevent the ballot from being counted at any adjourned date if the meeting is adjourned for lack of quorum.

## **GR.1.5b.9 - Determination of Quorum**

**GR.1.5b.9.1** - The Inspectors will determine based upon the count of the number of Members voting through written ballot and or electronic ballot, (as appropriate) as shown on the registration list, that quorum has been obtained.

**GR.1.5b.9.2** - Upon determination that a quorum has been obtained, the Inspectors may close registration at the polls.

## **GR.1.5b.10 - Adjourned for Lack of Quorum/Recessed Meeting**

**GR.1.5b.10.1** - If any membership meeting is adjourned to another date due to lack of quorum, any electronic ballots, and or written ballots (in properly completed, sealed Envelopes #1 and #2) already received by the Inspectors will be valid for adjourned meetings.

**GR.1.5b.10.2** - The ballots will be counted during a properly noticed open meeting of the Board or during a membership meeting. The Inspectors may request that any meeting be recessed to allow the Inspectors to continue the counting and tabulation of the ballots at another time. Notice of the recessed meeting will be given as required by law. The Inspectors will continue to maintain custody of all ballots until counting and tabulation is complete.

## **GR.1.5b.11 - Tabulation, Observation/Custody of Ballots, Etc.**

**GR.1.5b.11.1** - No person, including any Member of the Association, any employee or manager, may open or otherwise review any ballot prior to the time and place at which the ballots are counted and tabulated.

**GR.1.5b.11.2** - The Inspector shall open all ballots and tabulate the votes at a properly noticed open meeting of the Members in a manner that allows the Members to view the opening and tabulation. The Inspector may appoint additional persons to assist in the opening of ballots and tabulation of votes. Observers must remain at least 5 feet from the area of opening and tabulation and not communicate, harass, or otherwise interfere with the Inspector and/or those assisting the Inspector in any manner whatsoever. The Inspector and or the Board shall have the power and authority to cause the removal of any person who interferes with or disrupts the voting, opening or tabulating process. The Inspector may suspend the opening and tabulation process if anyone causes interference with or disrupts the process. A person including a Member of the Association or an employee of the Association, shall not open or otherwise review any ballot or any tally sheet of votes cast by electronic secret ballot before the time and place at which the ballots are counted and tabulated.

**GR.1.5b.11.3 - Tie Voting.** For Elections of Directors, in the event of a tie vote among any candidates, those candidates involved in the tie, should they so choose, can have the tie determined by a coin toss implemented by the Inspector. If the candidates involved in the tie vote do not agree to a coin toss, the Association will notice a special membership meeting and send out ballots to all Members for 1 vote to break the tie. Said vote shall be conducted in accordance with the procedures herein to the extent they are applicable to

## GENERAL RULES & REGULATIONS (GR)

run-off votes. No previously counted ballots will be used at the meeting to break the tie.

**GR.1.5b.11.4 - Reporting Election Results.** The tabulated results of the election shall be promptly reported to the Board and shall be recorded in the minutes if reported at a meeting of the Board or recorded in the minutes of the next meeting of the Board if reported at a Member meeting. Within 15 days of the election, the Board shall give the Members general notice of the tabulated results of the election.

**GR.1.5b.11.5 - Retention of Association Election Materials.** "Association Election Materials" shall mean the returned ballots, signed voter envelopes, the Voter List, and the Candidate Registration List and tally sheet of votes cast by electronic ballot. The Association Election Materials shall at all times be in the custody of the Inspector or at a location designated by the Inspector for a period of 1 year after the Inspector notifies the Board and Members of the election results, at which time custody shall be transferred to the Association. The Association shall retain the Association Election Materials for the current fiscal year and prior 2 fiscal years. At the expiration of the retention period all Association Election Materials may be destroyed.

### **GR.1.5c - Candidates for the Board and Nomination Procedures**

**GR.1.5c.1 - Candidates for the Board** must be Members at the time of their nomination and (i) must meet any other qualifications or restrictions set forth in these Election Rules and (ii) must meet any other qualifications or restrictions set forth in the Bylaws so long as they do not conflict with these Election Rules and California Civil Code section 5105. In the case of a Member that is not a natural person (such as a corporation or other entity), the entity Member shall have the power to appoint a natural person as the "Member" for purposes of director elections. The Association shall disqualify a nominee for the Board for any of the following reasons:

**GR.1.5c.1.1 -** The nominee is not a Prime or Associate Member.

**GR.1.5c.1.2 -** If the nominee, if elected, would be serving on the Board at the same time as another owner of the same separate interest and the other person is either properly nominated for the current election or is an incumbent director.

**GR.1.5c.1.3 -** If the nominee, at the time of nomination, is delinquent in the payment of regular and/or special assessments. A nominee shall not be considered "delinquent" if the delinquency relates to the payment of fines, fines renamed as assessments, collection charges, late charges, or costs levied by a third party and/or if the nominee: (a) has paid their regular or special assessments under protest; or (b) has entered into a payment plan for repayment of the delinquent assessments and is not delinquent in payments due under the plan; or (c) the nominee has requested and has not been provided an opportunity to engage in internal dispute resolution.

**GR.1.5c.1.4 -** If the nominee has been a member of the Association for less than one year.

**GR.1.5c.1.5 -** If the nominee is less than 18 years old.

**GR.1.5c.1.6 -** If the nominee discloses, or if the Association is aware or becomes aware of, a past criminal conviction that would, if the Member was elected, either prevent the Association from purchasing the fidelity bond

# GENERAL RULES & REGULATIONS (GR)

coverage required by Civil Code section 5806 or terminate the Association's existing fidelity bond coverage.

**GR1.5.c1.7** - If the nominee has served the maximum number of terms or sequential terms allowed by the Association's governing documents.

## **GR.1.5c.2 - Nominations**

**GR.1.5c.2.1** - Solicitation of Candidates. At least 30 days before the deadline for submitting a nomination, the Association shall provide general notice of the procedure and deadline for submitting a nomination for the Board. Any Member who satisfies the qualifications and is not otherwise prohibited from running for the Board may place their name in nomination for the Board by submitting the nomination before the published deadline for receiving nominations. In addition, the Board may recruit qualified candidates and/or may appoint a nominating committee to nominate qualified candidates. Notwithstanding the foregoing, if Election by Acclamation is used, the Association must follow the procedures in Section GR1.5d ("Election by Acclamation"), below.

**GR.1.5.c.2.1.1** - No Nominations from the Floor / No Write-In Candidates - Nominations from the floor of the Membership Meeting are not permitted, pursuant to Civil Code section 5105(i)(1)(F); similarly, write-in nominations are also prohibited.

**GR.1.5c.2.1.2** - The candidacy form may include the opportunity for each candidate to submit a one page (8 ½" x 11") written statement with a 2" x 3" picture in the upper left-hand corner. Candidate statements received on a timely basis will be included with the Association's publication of candidate information, including without limitation being posted on the common area bulletin boards and on the Association's web site. The Association will not edit or redact these statements but may include a statement specifying that the candidate is responsible for that content.

**GR.1.5c.3 - Candidate Registration List** - The "Candidate Registration List" shall mean the list of candidates who will appear on the ballot. Upon request, the Association shall permit Members to verify the accuracy of their individual information on the Candidate Registration List at least 30 days before the ballots are mailed. The Member shall report any errors to the Inspector who shall make the correction within 2 business days. The Association may, at its discretion, report any known errors to the Inspector. The Candidate Registration List shall be retained as "Association Election Materials" as required by law.

**GR.1.5c.4 - Notice of Known Candidates** - The names of all persons on the Candidate Registration List shall be set forth on the ballot.

**GR.1.5c.5 - Candidacy Statements** - Any candidate who wishes to submit a candidacy statement may only do so using the Association's authorized form. The content of any candidate statement shall be limited to a statement of the candidate's qualifications to serve as a director.

**GR.1.5c.6 - Declaration of Vacancy for Delinquency** - Any Member serving on the Board shall be current in the payment of regular and special assessments or the delinquent director's seat may be declared vacant by the Board following notice to the director and an opportunity to meet with the Board in executive session to explain why the director should not be disqualified. A director shall not be considered "delinquent" in the payment of assessments if the delinquency relates

## GENERAL RULES & REGULATIONS (GR)

to the payment of fines, fines renamed as assessments, collection charges, late charges, or costs levied by a third party and/or if the director: (a) has paid the regular or special assessment under protest; or (b) has entered into a payment plan for repayment of the delinquent assessments and is not delinquent in payments due under the plan; or (c) has requested and has not been provided an opportunity to engage in internal dispute resolution.

**GR.1.5c.7 - Declaration of Vacancy for Failure to Comply with Corporate Transparency Act** The Board, by a majority of a quorum, may declare vacant the office of any director who fails to make available any and all information the director and/or the Association is legally obligated to provide to a governmental agency for Association compliance with federal or state law requirements, including, without limitation, the requirements of the Federal Corporate Transparency Act.

**GR.1.5c.8 - Notice of Election Information** - At least 30 days before the ballots are distributed for elections of directors or to recall directors (but not required for membership votes on other matters), the Association shall provide general notice per Civil Code section 4045 (and individual notice per Civil Code section 4040 to those requesting members) of all of the following: (i) the date and time by which, and the physical address where, ballots are to be returned by mail or handed to the Inspector; (ii) the date and time by which electronic secret ballots, to the extent applicable, are to be transmitted to the internet-based voting system and preliminary instructions on how to vote by electronic secret ballot upon commencement of the voting period; (iii) the date, time, and location of the meeting at which quorum will be determined, and at which ballots will be counted; (iv) a statement that the Association may call a reconvened meeting to be held at least 48 hours after a scheduled election if the required quorum is not reached, at which time the quorum of the membership to elect directors will be 25% of the Association's Members voting in person, or by secret ballot and if quorum is not thereafter received the Association may adjourn the meeting to a date at least 20 days after the adjourned meeting, at which time the quorum required for the purposes of the reconvened meeting shall be 20 percent of the Association's Members voting in person, or by secret ballot; and (v) the "Candidate Registration List," as defined in herein.

**GR.1.5c.8.1** - Other meetings of the Members may be noticed and held by the Association to vote on matters upon which Members may vote. For Member votes that are to be conducted pursuant to the secret ballot process described herein, the meeting notice sent by the Association will include information on when polls will be open and when the Members may attend a Membership or Board meeting to witness the review, count and tabulation of ballots by the Inspector.

**GR.1.5c.8.2** - Other business at the Annual or other membership meeting, such as approval of minutes, motions to adjourn and other parliamentary procedure, may be conducted by a show of hands, voice vote or other method.

**GR.1.5c.8.3** - All membership meetings and votes will be conducted in accordance with the Association's governing documents and California Corporations and Civil Codes, as appropriate.

# GENERAL RULES & REGULATIONS (GR)

**GR.1.5c.8.4** - If allowed by law, any vote (except for a vote on election of Directors) to be conducted pursuant to the secret ballot process described herein may be conducted electronically, and or by mail, only, without holding a membership meeting for voting purposes. A membership meeting must be held for election of Directors. Further, the counting and tabulation of votes may only be performed by Inspector in the open and at a properly noticed open meeting of the Members.

**GR.1.5d - Election by Acclamation.** Notwithstanding the secret balloting requirements in these Election Rules, or anything to the contrary in the Association's Bylaws or CC&Rs, if, as of the published deadline for receiving nominations, the number of qualified candidates for election to the Board is not more than the number of directors to be elected, as determined by the Inspector, then the qualified candidates may be declared elected by acclamation if all of the following conditions have been met:

- i. The Association has held a regular election for directors in the last 3 years. The 3 year time period shall be calculated from the date ballots were due in the last full election to the start of voting for the proposed election.
- ii. The Association provided individual notice (per Civil Code section 4040) of the election and the procedure for nominating candidates at least 90 days before the deadline for submitting nominations that includes all of the following:
  1. The number of Board positions to be filled at the election.
  2. The deadline for submitting nominations.
  3. The manner in which nominations can be submitted.
  4. A statement informing Members that if, at the close of the time period for nominations, there are the same number or fewer qualified candidates as there are Board positions to be filled, then the Board may, after voting to do so, seat the qualified candidates by acclamation without balloting.
- iii. The Association provided a reminder notice between 7 and 30 days before the deadline for submitting nominations that includes all of the following:
  1. The number of Board positions to be filled at the election.
  2. The deadline for submitting nominations.
  3. The manner in which nominations can be submitted.
  4. A list of the names of all of the qualified candidates to fill the Board positions as of the date of the reminder notice.
  5. A statement reminding members that if, as of the deadline for nominations, there are the same number or fewer qualified candidates as there are Board positions to be filled, then the Board may, after voting to do so, seat the qualified candidates by acclamation without balloting. This statement is not required if, at the time the reminder notice will be delivered, the number of qualified candidates already exceeds the number of Board positions to be filled.
- iv. The Association provides, within 7 business days of receiving a nomination, a written or electronic communication acknowledging receipt of the nomination to the Member who submitted the nomination, and if the nominee and the Member who submitted the nomination are not the same person, then a written or electronic communication to the nominee within the same time period indicating the following:
  1. The nominee is a qualified candidate for the Board; or
  2. The nominee is not a qualified candidate for the Board, the basis for the disqualification, and the Association's internal dispute resolution procedure,

# GENERAL RULES & REGULATIONS (GR)

which shall comply with Civil Code section 5900 et al., by which the nominee may appeal the disqualification.

- v. The Association permits all candidates to run for election, except for any nominees disqualified from running as allowed or required pursuant to **GR.1.5c.1**.
- vi. The Board votes to consider the qualified candidates elected by acclamation at an open meeting for which the agenda item reflects the name of each qualified candidate that will be seated by acclamation if the item is approved.

## **GR.1.5e - Inspector(s) of Elections**

**GR.1.5e.1** - Appointment of Inspector of Elections. Whenever there is a membership vote or election, the Board shall appoint 1 or 3 Inspectors of Elections, (referred to in these Election Rules, individually or collectively, as “Inspector”) whose powers and duties shall be as set forth in Civil Code section 5100 et seq. The Board shall have the power to remove an Inspector who ceases to meet the required qualifications, is unable or unwilling to perform their duties, or for other good reason, and to appoint a new Inspector in their place.

**GR.1.5e.2** - Qualification of Inspector of Elections. The Inspector may be any person the Board reasonably believes to be independent with respect to the matter or matters being voted on and may include Members of the Association, but may not be: (i) a member of the Board or a candidate for election to the Board or be related to a current member of the Board or a candidate for election to the Board; or (ii) the Association’s manager, accountant, legal counsel, or any other person, business entity, or subdivision of a business entity that is employed by or under contract with the Association to provide compensable services to it at and/or after commencement of the election process other than serving as Inspector.

**GR.1.5e.3** - Payment to Inspector of Elections. The Board may authorize payment of Association funds to any third party appointed to serve as Inspector; however, no payment may be authorized for any Member appointed to serve as the Inspector.

**GR.1.5e.4** - Duties of the Inspector of Elections. The Inspector shall be responsible to perform their duties as follows:

**GR.1.5e.4.1** - Perform those tasks enumerated in Civil Code section 5110(c), including, but not limited to, those associated with electronic secret ballots as set forth in these Election Rules.

**GR.1.5e.4.2** - Perform all duties impartially, in good faith, to the best of the Inspector’s ability, as expeditiously as is practical, and in a manner that protects the interest of all Members of the Association.

**GR.1.5e.4.3** - Make any necessary corrections to the Candidate Registration List or the Voter List within two business days of being informed of an error by a Member or by the Association.

**GR.1.5e.4.4** - Deliver (or cause to be delivered) the following documents to the members at least 30 days before an election: (a) the ballot(s) by first-class mail and or electronically as specified in GR1.5b.4..3 and (b) a copy of these Election Rules by: (i) individual delivery; or (ii) by posting the internet website address where these Election Rules may be accessed on the ballot together with the phrase in at least 12-point font, “The rules governing this election may be found here: [www.canyonlakepoa.com](http://www.canyonlakepoa.com).

**GR.1.5e.4.5** - Retain the Association Election Materials as provided herein, including tally sheet of votes cast by electronic ballot,

**GR.1.5e.4.6** - Determine tie votes in accordance with the provisions of these Election Rules.

# GENERAL RULES & REGULATIONS (GR)

## **GR.1.5f - Use of Association Media and Campaigning**

**GR.1.5f.1 - Access to Association Media – Candidates for the Board** - The Board may, but is not required to, make Association media (e.g., newsletter, notice board, website, or other notices provided to the Members) available to qualified candidates running for election to the Board for purposes that are reasonably related to the election in which that candidate is running. If the Board allows any candidate access to Association media, then all qualified candidates shall be allowed equal access to the same media.

**GR.1.5f.2 - Access to Association Media – Other Matters** - If the Board utilizes Association media to advocate a point of view on any matter (other than election of directors) that requires Member approval or allows any Member access to Association media for that purpose, then all Members advocating a different point of view shall be allowed equal access to the same media. The Board shall not be required to allow access to more than one Member advocating the same point of view.

**GR.1.5f.3 - “Equal Access”** - “Equal access” shall mean publication of written statements not to exceed a predetermined length as determined by the Board. The Board shall not edit or redact any statement but shall not be required to publish any statement that exceeds the predetermined length restrictions. Modifications to formatting may be made so as to allow for space and/or media restrictions. If any formatting modifications should become necessary, they shall be applied equally to all submissions and at no time shall any formatting be applied that may signify a preference or partiality.

**GR.1.5f.4 - Responsibility for Content** - All statements published in Association media pursuant to the “equal access” rules must identify the author or proponent. No anonymous statements will be permitted. The author and/or proponent of any statement or point of view shall be solely responsible and liable for the content of their statements. The Association shall not be responsible or liable for the content of any statement published pursuant to the “equal access” rules.

**GR.1.5f.5 – Campaigning** - No Association funds shall be expended for the purposes of campaigning in connection with any vote or election other than those funds specifically required to distribute required correspondence, notices, or forms that may contain the names of candidates or necessary information on the issues being voted upon, or as is otherwise deemed by the Board to be necessary or appropriate for the fair and reasonable conduct of a vote or election, or to the extent necessary to comply with duties of the Association imposed by law. Specifically excluded is the expenditure of Association funds for the purposes of expressly advocating approval, election, or defeat of any matter or candidate.

## **GR.1.5g - Use of Common Area and Meeting Space**

**GR.1.5g.1 - Access to Common Area Meeting Space** – Campaigning by Candidates for the Board - The Board shall ensure that during a campaign all qualified candidates for election to the Board are given access to common area meeting space (if any) upon request, at no cost, for purposes reasonably related to their campaigns.

**GR.1.5g.2 - Access to Common Area Meeting Space – Other Matters** - Whenever the Board places a matter before the Members which requires Member approval, the Board shall ensure that Members advocating a point of view on the matter are given access to common area meeting space (if any) upon request, at no cost, for purposes reasonably related to advocating their point of view, whether or not they agree with the point of view advocated by the Board on the matter at issue.

**GR.1.5g.3 - All Access** - Any use of the common area facilities for the purposes described above shall be regulated by any existing rules and regulations for such use. The Board, in its sole discretion, may reasonably limit a candidate’s or Member’s access to common area

# GENERAL RULES & REGULATIONS (GR)

facilities in order to facilitate equal access for other candidates and Members, and so as not to unreasonably interfere with other Members' rights to use such facilities.

**GR.1.5h – Amendments** - The Board may amend these Election Rules from time to time except that these Election Rules may not be amended less than 90 days prior to an election unless that amendment is merely to conform to non-discretionary changes in the law.

## **GR.1.6 CLPOA Web Page**

Property owners may use the internet to view the CLPOA web site to see agendas of upcoming meetings, receive schedules of committee meetings, learn about upcoming events and review schedules of activities. Residents can send email to the Board of Directors and Senior staff members of the CLPOA. Information on upcoming events at Canyon Lake is also available. The internet address for the CLPOA web site is: [www.canyonlakepoa.com](http://www.canyonlakepoa.com).

## **GR.1.7 CLPOA Confidentiality Policy**

Members occasionally request information from the CLPOA regarding other members. The CLPOA generally considers its information regarding individual members' personal data, assessment accounts, alleged rule violations, CLPOA enforcement actions and similar matters between the CLPOA and the individual member(s) are confidential. Other information may be subject to the CLPOA's attorney client privilege or attorney work product protection.

Accordingly, the CLPOA generally refuses to disclose such information to third parties including other Members, unless the disclosure is needed for the CLPOA's purposes. Examples of disclosure for CLPOA purposes include the CLPOA's court filings and proceedings, lien recordation, Board, committee or staff reviews, conduct of disciplinary hearings and judgment / assessment collection. Other disclosures may be required by law or by court order. Member cooperation and understanding of the CLPOA's efforts to protect the privacy of CLPOA information regarding members is appreciated.

## **SECTION II - GENERAL RULES**

These General Rules have been established for the protection and consideration of members, member's family, guests and / or invitees. These rules are to be adhered to by all. Any violation of the rules may result in applicable fine(s).

### **GR.2.0 Guest Usage of Common Areas/Amenities**

Members are encouraged to always accompany their guests throughout the community. Should a guest violate any of the existing Canyon Lake POA rules listed in GR.2.0 through GR.2.23 in a members' absence, an additional fine will be incurred. This fine will increase on all Canyon Lake POA recognized holidays, holiday weekends, and special events.

### **GR.2.1 Any violation of the rules with no specified fine may result in a fine.**

(Refer to the Fine Schedule for the fine amount.)

### **GR.2.2 Zero-Tolerance for Threats to Damage Personal Property**

Threats to damage personal property directed to any CLPOA employee, Director, Committee Member and / or Member will not be tolerated and is subject to issuance of a fine and / or other disciplinary action. A threat is an expression or statement of an intention to inflict pain, injury, damage and / or punishment; an indication or impending danger or harm.

### **GR.2.3 Zero-Tolerance for Harassment**

# GENERAL RULES & REGULATIONS (GR)

Consistent with the CLPOA's zero-tolerance policy for harassment of employees, verbal abuse / offensive statements directed to any CLPOA employee, Director, Committee Member will not be tolerated and is subject to issuance of a fine and / or other disciplinary action. (Refer to CLPOA's policy on harassment for additional information.)

## **GR.2.4 Zero-Tolerance for Physical Abuse**

Physical abuse directed to any CLPOA employee, Director, Committee Member and / or Member will not be tolerated and is subject to issuance of a fine and / or other disciplinary action. Physical abuse includes, but is not limited to, any assault, impeding or blocking movement, any physical interference with normal work or movement, offensive touching or contact to / from a CLPOA employee, Director, Committee Member and / or Member. Other conduct which has the purpose or effect of unreasonably interfering with an employee's working environment is also prohibited.

## **GR.2.5 No Falsification or Forgery of Documents**

Any person who forges or uses a CLPOA issued document, which has been forged, fabricated or altered from its original state of issuance may be subject to applicable fine. In addition, anyone who provides a document to the CLPOA that has been forged, fabricated or altered from its original state of issuance (i.e. DMV registration, proof of insurance) may also be subject to applicable fine.

## **GR.2.6 Indiscriminate Shooting of a Firearm is Prohibited**

Indiscriminate shooting of a firearm is prohibited by any person except as otherwise authorized by law. Any violation may be fined per occurrence. NOTE: A "Firearm" is defined as a weapon, especially a pistol or rifle (regardless of operability), that is designed as or readily converted into a device that can expel a bullet or capable of firing a projectile by an action of an explosive charge as a propellant.

## **GR.2.7 Fireworks Restrictions**

No person shall sell, offer for sale, use, discharge, possess, store or transport any type of fireworks within the CLPOA community unless the person or organization has obtained a special permit from the General Manager. Violations subject the prime member to applicable fines.

## **GR.2.8 Restrictions for Use of CLPOA Equipment**

No individual is permitted to rent, borrow or remove any piece of CLPOA equipment. CLPOA recognized clubs, groups and organizations may request use through the CLPOA Activities Office. Non-cooperating members may be fined plus damages.

## **GR.2.9 No Malicious Mischief/No Public Disturbance/No Nuisance**

Every person who: (1) defaces, with paint or any other material, any CLPOA property; or (2) damages any CLPOA property; or (3) destroys or impairs any CLPOA property; or (4) causes a significant public disturbance on CLPOA property; or (5) intentionally or negligently creates an unsafe condition on CLPOA property; or (6) aids and abets any of the foregoing (including being present during the event and encouraging its commission), is in violation of this rule. In addition to the fine set forth below, cost of damages, clean-up, labor, and materials incurred by CLPOA will be billed to the Prime Member of the residence from which the violator originated or is a guest or invitee of or is an Associate or Sub-Associate as to. If multiple people are found to be at fault for the same incident, the cost of damages, clean-up, labor, and materials incurred by CLPOA will be split equally among the responsible Prime Members. However, to deter the conduct addressed in this rule, a \$1,000 fine will be imposed on each responsible Prime Member, regardless of the amount, if any, of physical damage caused.

# GENERAL RULES & REGULATIONS (GR)

## **GR.2.10 No Damage to CLPOA Property**

No damage to CLPOA property. The Prime Member or client will be responsible for all charges associated with unintentional / accidental damages to CLPOA property.

## **GR.2.11 Curfew**

Curfew is 10 p.m. to 6 a.m. for minors under eighteen (18) years of age. The Prime Member will be held responsible for the behavior and actions of minors under the age of eighteen (18). Members may be fined accordingly.

## **GR.2.12 No Loitering**

Any person who loiters about any CLPOA property, including but not limited to buildings, bars, beaches, docks, parks, parking lots, restaurants, restrooms, streets, walkways and golf course or who re-enters any of the above, after being asked to leave by staff, is in violation of this rule. As used in this rule "loiter" means to delay, to linger or to idle about any of the above places without legitimate business for being present.

## **GR.2.13 No Smoking**

No smoking is allowed inside any CLPOA building, within twenty (20) feet of CLPOA building, or within twenty-five (25) feet of parks or recreational areas, unless in designated smoking areas.

## **GR.2.14 Conditions and Restrictions for Dogs / Dog Owners**

These conditions and restrictions apply to dogs / dog owners.

**GR.2.14a Leash or Confinement Required Dogs** - Dogs must be restrained by a leash while on common property, or, confined by fencing or other secured measure (e.g., a leash, voice control, etc.) within an owner's property. If the owner fails to confine his/her dog(s) on the owner's property for any reason, the owners will be liable for any and all damages caused by the unconfined dog(s). Community patrol will immediately notify the local animal control authorities to have the dog(s) contained.

**GR.2.14b No Aggressive Dogs** - Aggressive dogs are not allowed. An aggressive dog is defined as: any dog that when unprovoked inflicts bites or attacks a human being or domestic animal or in a vicious or terrorizing manner approaches any person in the CLPOA common areas; or any dog with a known propensity, tendency or disposition to attack unprovoked, to cause injury or to otherwise endanger the safety of human beings or domestic animals.

**GR.2.14c Dogs Allowed in Designated Areas Only** - Specific parks are designated as parks where you may walk your dog. NOTE: Parks where dogs are not allowed have signs at their entry way.

**GR.2.14d Clean-Up and Proper Disposal Requirements for Dog Waste** - All dog waste must be immediately picked up by the Owner / keeper and deposited in the proper designated waste receptacle or other suitable container. NOTE: Dog waste is defined as a solid waste material.

**GR.2.14e No Unreasonable Disturbance** - No dog shall be allowed to habitually bark, whine, howl or engage in similar conduct that unreasonably disturbs the peace and quiet of the neighborhood.

**GR.2.14f Service Dogs** - Owners with Service Dogs, as defined herein, shall keep the Service Dog on a leash, tether, or harness at all times while in common areas, recreational facilities, or other facilities within the Association unless the Owner is unable to use the leash, tether, or harness due to his or her disability or the leash, tether, or harness would interfere with the Service Dog's work or task. In circumstances where the Owner does not have the Service Dog on a leash as prescribed above, the Owner must have control of the Service Dog by other effective means such as voice control or signals.

# GENERAL RULES & REGULATIONS (GR)

The Association may ask the Owner with a Service Dog to remove the Service Dog from a facility if the Service Dog is out of control or is not housebroken.

Service Dogs are defined as dogs that are trained to do work or perform tasks for people with disabilities. Examples of such work of tasks include but are not limited to alerting people who are deaf, guiding people who are blind, protecting a person having a seizure, reminding a person with a mental illness to take prescribed medication, calming a person with Post Traumatic Stress Disorder, fetching dropped items, or pulling a wheelchair.

**GR.2.14g No Animals Inside Restaurants** - No animals (except service dogs) are allowed inside the Country Club and Lodge restaurants. Dogs are permitted on the outside patio areas so long as they are leashed (or confined) and not roaming around or disturbing other customers. Dogs may not be on any furniture (inside or outside) which includes sitting on a customer's lap. Any water or food given to the dog while at the restaurant must be in a disposable single use container. Customers may not use restaurant dishes or utensils to feed or provide water for their dogs.

## **GR.2.15 No Littering**

Littering is strictly prohibited in Canyon Lake.

## **GR.2.16 No Door-to-Door Solicitation**

No door-to-door solicitation of retail, commercial services and / or products is permitted in Canyon Lake.

## **GR.2.17 No Fighting Permitted**

No fighting or brawling on any common area. Further, no fighting on any residential lot in a manner that unreasonably interferes with the quiet enjoyment of other resident(s).

## **GR.2.18 No Noxious and/or Offensive Conduct Allowed**

Noxious and/or offensive conduct shall include, but not be limited to the following:

**GR.2.18a Unreasonably Loud Noise** - No loud noise will be allowed on the common area or emanating from any lot that unreasonably interferes with other residents' use of the common area or the quiet enjoyment of residents. CLPOA has adopted Ordinance No. 101 from the City of Canyon Lake's Municipal Code, Chapter 11.30, Regulating Noise as the basis for this rule.

**GR.2.18b Aggravated Nuisance** - Aggravated nuisance will not be permitted. Conduct determined to be an aggravated nuisance may result in applicable fine(s). Aggravated nuisance includes, but is not limited to, the following misconduct:

**GR.2.18b.1 Unreasonably Loud Noise with Aggravating Circumstances** - Unreasonably loud noise with aggravating circumstances, (such as the late hour of the occurrence). EXAMPLE: Unreasonably loud band practice in a closed garage in the early evening might be cited under Rule GR.2.18a.; a party with a band playing outdoors at midnight would be subject to citation under Rule GR.2.18b.

**GR.2.18b2 Negative Impact on Others** - Multiple persons or properties impacted by the noise or an extended duration of the noise, that unreasonably interferes with the use of common area or the quiet enjoyment of residents.

**GR.2.18c** - Noxious and / or offensive conduct by residents and / or their guests shall subject the Prime Member to fines or other disciplinary action.

Nothing herein prohibits the Association from pursuing any other remedies authorized by law, including legal action, if the Board of Directors considers such action(s) appropriate.

# GENERAL RULES & REGULATIONS (GR)

PLEASE NOTE: Not every annoyance or disturbance by a neighbor constitutes a rule violation. People who live in organized communities must, of necessity, occasionally endure some inconvenience and annoyance from their neighbors. This rule is intended to prohibit substantial and unreasonable interference with quiet enjoyment.

## **GR.2.19 No Use of Recreational Facilities for Commercial Purpose**

Recreational facilities may not be used for commercial purposes (ski schools, etc.) or by outside groups without written permission from the appropriate CLPOA authority as set forth more fully herein.

## **GR.2.20 No Use and/or Operation of Any Vehicle, Vessel, E-Bike, Golf Cart, or Any Other Vehicle, While Under the Influence**

Use and/or operation of a vehicle, vessel, E-bike or golf cart while under the influence of an alcoholic beverage, controlled, or intoxicating, substance is prohibited. Any person found to be intoxicated as determined by law enforcement while operating any vehicle (whether listed in this rule or not) on CLPOA's common areas will be in violation.

## **GR.2.21 Meeting Conduct**

Meetings of the Board of Directors, Membership, Committees, and CLPOA Workshops must be conducted in a professional, orderly, and respectful manner. The following provisions apply to all official Canyon Lake POA meetings:

**GR.2.21a No Alcohol Permitted** - No alcohol shall be permitted or consumed at Board Meetings, Membership Meetings, Committee Meetings, or CLPOA Workshops. Failure to comply with this rule will result in the member being asked to leave the meeting and will be subject to a fine.

**GR.2.21b No Unauthorized Recording or Reproduction** - No one may record a Board Meeting, Membership Meeting, Committee Meeting, or Canyon Lake POA Workshop, or any portion thereof, without prior approval from the Board of Directors. No unauthorized reproductions of Canyon Lake POA's recorded meetings are permitted. Failure to comply with this rule will result in the member being asked to leave the meeting and will be subject to a fine.

## **GR.2.22 Lake Contamination**

All Members shall be responsible for protection of the shoreline and the waters of the lake. They must avoid dumping of debris or spillage of solids or liquid contaminants, which could enter or drain into the lake.

## **GR.2.23 No Unauthorized Dumping**

No unauthorized dumping in any CLPOA dumpster / trash can. Additional disposal costs incurred by CLPOA will be billed.

## **SECTION III - MEMBERSHIP**

By definition, membership has specific criteria and requirements. As such, there are various types of membership, ownership, associate membership, tenants and lessees. Each of these will be defined correspondingly in the sections that follow.

### **GR.3.1 Member in Good Standing**

In order to qualify as a "member in good standing", members must not have any of the following charges or violations against any of their properties:

**GR.3.1a** - No unpaid fines.

**GR.3.1b** - No past due assessment(s), late charges, installment charges, interest or related charges.

# GENERAL RULES & REGULATIONS (GR)

**GR.3.1c** - No CC&R, or any Operating Rule v1iolatiions which include lakeside ("Shorezone" or "Shoreline") violations, which have been through due process and remain in a state of non-compliance.

Failure to maintain membership in good standing may result in suspension and / or revocation of common area recreational amenity use privileges (including, without limitation boating, Happy Camp, equestrian, Gault Field, golf course / golf cart registration, guest fishing permits, reservable parks and beaches, tennis courts, meeting / banquet rooms, committee and club membership).

The Board of Directors may, from time to time, by resolution, amend the list of privileges which shall be restricted, limited, and / or suspended as they relate to Members who are not in "good standing" as defined above.

Exemption of Architectural Control Committee Matters from General Member In Good Standing Policy: Members not in good standing may submit an application for review by the Architectural Control Committee for proposed improvements so long as the applicant otherwise complies with the CC&Rs and Architectural Guidelines / Rules and Regulations. As modified, the member in good standing policy remains in effect as to the other Association member privileges.

Nothing herein shall prohibit CLPOA from suspending a member's rights to the common area amenities, after due process, for violation of CLPOA's Governing Documents, regardless whether the member is officially in "good standing" or not.

## **GR.3.2 Prime Memberships**

One (1) of any number of co-owners of record of a lot shall be Prime Member. Co-owners shall designate the Prime Member in a written document signed by the co-owners and provided to the CLPOA. Absent such a designation, the Prime Member shall be deemed to be the first person named in the recorded transferring instrument. The Prime Member is responsible for the actions of his / her family, guests, lessees and tenants.

## **GR.3.3 Associate Memberships**

An owner of record to a lot who is not the Prime Member shall be an Associate Member. Members of the Prime Members' family shall also be Associate Members. The term family is defined as one (1) or more individuals (related or not) who live together as a common household up to age twenty-one (21) who reside on a full-time basis with the Prime Member. Associate Member cards are authorized to each Associate Member per lot. Membership cards are non-transferable.

The following shall be entitled to associate membership in the Association:

**GR.3.3a** - Co-owners of any lot.

**GR.3.3b** - The spouse and / or children under the age of 21, of a member who also have the same residence of the member.

**GR.3.3c** - Any person who is a tenant or regular occupant of any unit in any multi-family residential building or guesthouse, inn, hotel facility or mobile home park within the Subdivision.

**GR.3.3d** - Officers and directors not otherwise a member by reason of lot ownership pursuant to Section 2 of this Article III.

## **GR.3.4 Multiple Ownership**

# GENERAL RULES & REGULATIONS (GR)

Sometimes more than one (1) family will become the record owners of a lot. In that case, only one (1) family will be entitled to utilize the lake and recreational facilities. These memberships will be non-transferable and will not entitle one (1) family to use the property on one (1) occasion and another owner / family on a different occasion. The prime member will be designated by the first name on title, unless otherwise specified in writing.

## **GR.3.5 Corporate Ownership**

The single distinction marking corporate ownership is the owner's right to name the person(s) to assume membership privileges as follows:

**GR.3.5a** - A corporation will be entitled to one (1) Prime Membership and five (5) Associate Memberships for each lot owned.

**GR.3.5b** - The Prime Member must be a corporation official or employee designated in writing on company letterhead.

**GR.3.5c** - A copy of the Articles of Incorporation is required for Corporations. Articles of Organization are required for Limited Liability Companies. Certificate of Limited Partnership is required for a Limited Partnership and a Statement of Partnership Authority or a written partnership agreement is required for any partnerships. In addition to the above requirements, all Corporations, Limited Liability Companies and Limited Partnerships will also need to provide a copy of the most current proof of filing with the appropriate Secretary of State.

**GR.3.5d** - A copy of the most recently filed Statement of Information containing the name and address of the CEO, if any, as well as the names of each Manager and/or Member is required for all Corporations, Limited Liability Companies and Limited Partnerships.

## **GR.3.6 Sub-Associate Membership**

A Sub-Associate is described as an individual over the age of twenty-one (21) who is an "immediate" Family Member of the Prime Member or recorded Co-owner who resides at the Prime Member's residence. "Immediate" shall include children or parents of the Prime Member and/or Co-owner.

**GR.3.6a** - Prime Member or Co-Owner may submit an application form available at the CLPOA office to obtain or renew a Sub-Associate membership card. The appointing member must complete and sign the Association's form on an annual basis. The application needs to include a copy of the proposed Sub-Associate Member's birth certificate and / or Driver's License, DMV identification card or other proof of relationship to Prime or record co-owner. Proof of current residency is also required. Proof of residency is defined as a major reoccurring bill (i.e., utility, cell phone, car payment, etc.) bank statement, paycheck, or college transcript which demonstrates a date within thirty (30) days of the signed application.

**GR.3.6b** - If the application designates that the Sub-Associate Member may obtain a vehicle transponder and parking decal, then upon satisfaction of the rules applicable to issuance of these items, a Sub-Associate Member may obtain one (1) vehicle transponder and parking decal, which shall expire on an annual basis from date of issuance of the Sub-Associate Membership.

**GR.3.6c** - Sub-Associate Membership card shall be valid based on the date of the signed application; or until revoked, whichever is sooner.

**GR.3.6d** - If the application designates that the Sub-Associate Member may obtain a vehicle decal, then upon satisfaction of the rules applicable to issuance of vehicle decals and payment of any applicable fees, a Sub-Associate Member may obtain one (1) vehicle decal, which shall expire on an annual basis from date of issuance of the Sub-Associate Membership, or vehicle registration date, whichever is sooner.

**GR.3.6e** - No Sub-Associate Membership shall be available or granted for a vacant lot.

# GENERAL RULES & REGULATIONS (GR)

Any and all access ID cards and / or vehicle passes, which have not expired must be returned to the CLPOA office or charges for non-returned valid cards or passes must be paid prior to processing any subsequent application for any card, decal or pass on any given property.

A charge will apply per card and / or vehicle pass to any non-returned valid card or pass. The Member will be responsible for clearing these charges.

## **GR.3.7 Resident Members**

**GR.3.7a** - A Resident member is described as any person who is eighteen (18) years of age or older and is not a Prime Member, Associate Member, Sub-Associate Member or Spouse of a Prime Member or Associate Member and who reside with the Prime Member.

**GR.3.7b** - There shall be no more than one (1) Resident Membership per lot. Prime Member or co-owner may submit an application (form available at the CLPOA office) to grant a qualifying individual Resident Member status.

**GR.3.7c** - Resident Membership card shall be valid based on the date of the signed application; or until revoked, whichever is sooner.

**GR.3.7d** - Prime Member or Co-Owner shall at the time of application designate certain privileges for the Resident Member up to but not to exceed: 1) Ability to call in guests; 2) Issuance of one (1) POA ID card; 3) Issuance of one (1) vehicle decal; 4) Issuance of one (1) golf cart decal; 5) Issuance of one (1) motorcycle parking decal; 6) Issuance of one (1) annual golf membership

**GR.3.7e** - Resident Memberships cards shall be valid on an annual basis from date of issuance of Resident Membership card or until revoked, whichever is sooner.

**GR.3.7f** - If the application designates that the Resident Member may obtain a vehicle transponder and parking decal, then upon satisfaction of the rules applicable to issuance of these items, a Resident Member may obtain one (1) vehicle transponder and parking decal, which shall expire on an annual basis from date of issuance of the Resident Member Membership.

**GR.3.7g** - No Resident Membership shall be available or granted for a vacant lot.

Any and all access ID cards and / or non-expired vehicle decals, must be returned to the CLPOA office or a charge for each non-returned item must be paid prior to processing any subsequent application for any card, decal or pass on any given property.

## **GR.3.8 Lessees**

To establish tenants, the Member / Owner must complete the CLPOA Tenant Access Form. On the form, the Member / Owner will need to provide the name(s) address, term of tenancy and designate the number of CLPOA cards and decals to be issued. No separate interest, or any portion thereof, may be leased for a period of less than 30 days, or more than one year per the Tenant Access Form. The Member / Owner also has the opportunity to relinquish recreational privileges to the lessee with one (1) year term of residency. Recreational privileges include powered boating rights, dock slip rentals, and equestrian boarding. Before items are issued, the processing fee must be paid.

No recreational boating or other membership privileges stemming from a vacant lot may be assigned to a tenant. Only one (1) active Tenant Access Form will be accepted per property. No Tenant Access Form shall be processed for a vacant lot.

The Prime Member is responsible for the actions of his / her tenants, the tenants' family members and guests as well as any fines or other liabilities incurred by them. As such, the Prime Member and lessee

# GENERAL RULES & REGULATIONS (GR)

must abide by the following conditions:

**GR.3.8a** - Lessee is informed of and agrees to follow all Rules and Regulations.

**GR.3.8b** - Lessee is notified that no more than six (6) individuals unless otherwise provided, may be permitted to use recreational facilities.

**GR.3.8c** - Lessee is informed that recreational privileges may be suspended and / or revoked for failure of member / owner to pay assessments.

**GR.3.8d** - Any and all access ID cards and / or non-expired vehicle decals, must be returned to the CLPOA office or a charge for each non-returned item must be paid prior to the removal of the existing lessees or the processing of any subsequent Tenant Access Form.

**GR.3.8e** - Amendments to the Tenant Access Form made thirty (30) days after the written start date will be subject to a Lease Amendment Fee.

If the Member / owner specifies the terms of tenancy as “Month-to-Month”, a new Tenant Access Form will need to be submitted on a monthly basis. All active items will expire until proper authorization has been submitted. A renewal fee will be due after one year.

## **GR.3.9 Property Manager**

A member may appoint up to three (3) property manager(s) or owner’s agent(s) with authority to represent the member in regards to a lot or lots owned by the appointing member pursuant to the following terms and conditions:

**GR.3.9a** - The appointing member must complete and sign the Association’s approved form for Appointment of Property Manager(s) / Owner’s Agent(s). The member signing the form must be a member on title to the lot or the authorized representative of the record lot owner, such as a corporate officer whose authority on behalf of the corporate lot owner is confirmed in writing on company letterhead, or the owner’s attorney-in-fact pursuant to a written, notarized power of attorney.

**GR.3.9b** - The member shall remain responsible for the acts and omissions of each of the member’s property manager(s) / owner’s agent(s) in all respects, including but not limited to, any violations of the governing documents, authorizing or eliminating access to contractors and vendors, and making agreements with and commitments to the Association on behalf of the member.

**GR.3.9c** - The member shall remain responsible for all persons to whom any of the property manager(s) / owner’s agent(s) has / have extended any right or privileges. For example, any damage caused or fines incurred by a tenant given possession or authorized by a property manager(s) / owner’s agent(s) shall be the obligation of the member to pay.

**GR.3.9d** - Property manager(s) and owner’s agent(s) do not thereby have access to or the right to use Association amenities and recreational facilities. Appointment of a property manager(s) / owner’s agent(s) does not transfer member’s Association voting privileges.

**GR.3.9e** - It is the appointing member’s responsibility to ensure that the member’s property manager(s) / owner’s agent(s) is / are familiar with and will abide by all governing documents of the Association. Upon an appointment of a property manager, Member shall provide the property manager with a copy of the Association’s governing documents, including the CC&Rs, the By-Laws, the Rules and Regulations and the Architectural Guidelines.

**GR.3.9f** - The Association may rely upon any property manager(s) / owner’s agent(s) status as such, including without limitation, any communication or notice to any property manager(s) / owner’s agent(s) shall constitute notice to the member whether the member has actual knowledge or not.

**GR.3.9g** - If the member appoints multiple property manager(s) / owner’s agent(s), the Association may: deal with any one (1) of the appointed person(s); give written notice to any one (1) of the

# GENERAL RULES & REGULATIONS (GR)

appointed person(s); and may rely upon and consider that any property manager(s) / owner's agent(s) acting alone has full authority to act on behalf of and bind the member, and the Association is not required to seek the agreement of or any signature from a second or third property manager(s) / owner's agent(s).

**GR.3.9h** - It is the appointing member's responsibility to determine the date of expiration of the property manager(s) / owner's agent(s) and to inform the Association in writing if the property manager(s) / owner's agent(s) is / are terminated prior to the expiration date.

## SECTION IV - RULES & REGULATIONS FOR PERMITS AND SIGNS

There are different permits required for various activities within CLPOA and / or the City of Canyon Lake. Each of these permits will be described accordingly in the sections that follow.

### GR.4.1 Special Events Permit

The City of Canyon Lake requires all events with fifty (50) or more persons / guests at anyone (1) time to obtain a Special Events Permit twenty-eight (28) days prior to the function or event. It is the sole responsibility of the member, client or group to obtain the required Special Events Permit from the City of Canyon Lake. For those events held on Association common areas, any fine issued to the CLPOA for failure to obtain the Special Events Permit will be passed through to the responsible party.

**GR.4.1a Special Event Area Access** - All personal mobility devices e.g., bicycles, scooters, E-bikes, skateboards, etc. may not be ridden in or upon at special events located on common area, in parking lots, or on roadways where a special event is taking place. In addition, members riding personal use devices to the event, must walk the device in and around the event area, parking lot, or roadway and park the device in the designated area at the special event.

### GR.4.2 Garage Sale Permits

Provided is the criteria to obtain garage sale permits.

**GR.4.2a Permit Required** - A permit to hold a garage sale shall be required by CLPOA. A fine will be imposed for conducting a garage sale without a permit. NOTE: The permit must be shown to Community Patrol upon request.

**GR.4.2b Permitted Sale Requirements** - The permitted sale must be held at the address of which the Member's tract & lot was used.

**GR.4.2c Postponement and / or Rescheduling** - If the Member decides not to hold the garage sale on the permitted date(s), then he / she must notify the Member Services Department no later than the day before the permitted sale.

**GR.4.2d Duration Sale** - Shall not be for more than three (3) consecutive days.

**GR.4.2e No Commercial Merchandising Allowed** - Commercial merchandising may not be conducted on this permit.

**GR.4.2f Types of Advertising and Methods for Display** - The following advertising is permitted:

**GR.4.2f.1** - Only Canyon Lake pre-printed signs may be used for Garage Sales.

**GR.4.2f.2** - CLPOA will issue three (3) signs with the Garage Sale permit. One (1) sign may be posted on Owner's property, two (2) signs may be posted on nearby street corners. Exception: Garage sale signs cannot be posted in the median where Canyon Lake Drive South intersects Continental.

**GR.4.2f.3** - Sign must indicate dates and location (street address).

**GR.4.2f.4** - Signs may not be placed on a vehicle.

**GR.4.2f.5** - Signs may not be modified (i.e., addition of colors, flags, balloons or streamers).

**GR.4.2f.6** - Signs must have their own stake and shall not be affixed to any structure / building on private or CLPOA property.

# GENERAL RULES & REGULATIONS (GR)

**GR.4.2f.7** - No other signs or advertising, other than on community bulletin boards will be permitted.

**GR.4.2f.8** - All signs advertising sale may be placed the morning of the sale and must be removed at the conclusion of the sale.

**GR.4.2g No Unauthorized Signs Permitted** - Community Patrol will remove garage sale signs that are not covered by a permit.

## **GR.4.3 Moving Pass / Temporary Parking Permit**

In the event a Member of CLPOA is moving in, out, or within the community and will be needing to park a moving truck or trailer on the street or in their driveway temporarily, the following is hereby adopted to deal with such special circumstances: Prime Members, Associate Members, and eligible Lessees may request from Member Services a CLPOA Moving Pass / Temporary Parking Permit, so that they may park for a maximum of seventy-two (72) hours to allow moving in, out, or within the community. If circumstances warrant more time, written approval must be obtained.

## **GR.4.4 Fishing Permits**

Provided is the criteria for fishing permits.

**GR.4.4a State of California Regulations Apply** - All California fishing regulations apply.

**GR.4.4b Fishing License Required** - A California State Fishing License (16 years old or over) is required for fishing in Canyon Lake.

**GR.4.4c Guests Must Be Accompanied By A Member** - All guests over the age of 15 must be accompanied by a member carrying a valid CLPOA ID. Exception: Registered guests of the Happy Camp may fish from the Happy Camp shoreline during their stay.

**GR.4.4d Violation of California State Fishing Laws Prohibited** - The Canyon Lake Police Department and California State Game Warden may confiscate fishing gear for violation of California State fishing laws.

**GR.4.4e Compliance / Enforcement of Rules** - Fishing rules are enforced by Community Patrol and / or Marine Patrol. Community and / or Marine Patrol will check for permits and compliance of the fishing rules.

**GR.4.4f Maximum of One (1) Pole Per Person** - Number of fishing poles per person shall not exceed the number licensed for on California Fishing License. Only one (1) pole per guest is allowed.

**GR.4.4g Requirements for Night Fishing** - Night fishing is permitted in accordance with California Fishing Regulations.

**GR.4.4h Fishing is Prohibited on Main/North/Treasure Island Causeways and Common Docks** - Fishing is prohibited by land on the Main Causeway (East and West side), the North Causeway (North and South side) between both parking lot entries, and the Treasure Island Causeway. Fishing is also prohibited from all common docks when boats and / or swimmers are present.

**GR.4.4i Respect for Private Property** - Fishing person or persons must respect all private property.

**GR.4.4j Requirements for Flotation Devices** - Guests will not be allowed to fish in / from a flotation device other than a dock or properly registered boat unless in close proximity of the Prime or Associate Member (close proximity is within 100 feet).

**GR.4.4k Fishing Flotation Tube Requirements** - These are fishing flotation tube requirements:

**GR.4.4k.1** - Four (4) two-inch (2") by four-inch (4") strips of reflective material in accordance with a license manufactured spaced evenly on the outside of the tube.

**GR.4.4k.2** - One (1) whistle (between the hours of almanac sundown and sunrise).

**GR.4.4k.3** - One (1) flashlight (between the hours of almanac sundown and sunrise).

**GR.4.4k.4** - Whistle and flash-light shall be in possession of the fisherman.

**GR.4.4k.5** - One (1) approved lifejacket.

# GENERAL RULES & REGULATIONS (GR)

## **GR.4.5 Signs in the Community Setback**

This is the criteria for signs, flags, posters, and banners (referred to hereafter as signs) in the community setback and common areas. Signs and posters may be no more than six (6) square feet, flags and banners no more than fifteen (15) square feet.

**GR.4.5a Election Sign Requirements** - A resident may temporarily place a maximum of four (4) election signs used to support or oppose any candidate or measure for a specific Federal, State, County or local election in that portion of the Community Setback that lies between their front lot line and the adjacent street, subject to compliance with the following provisions: Election signs can only be placed in the Community Setback in the forty-five (45) day period prior to an election in accordance with the following requirements:

**GR.4.5a.1** - The top of the election sign may not extend more than three (3) feet above grade, with the exception of flags, which may be flown at a standard height on an approved flagpole.

**GR.4.5a.2** - The election sign may not extend beyond the back of curb toward the street.

**GR.4.5a.3** - No election sign shall obscure the view of a fire hydrant and all signs shall have a professional appearance.

**GR.4.5a.4** - The election sign must have its own stake and shall not be affixed to any improvement.

**GR.4.5a.5** - Balloons, streamers and similar material may not be added to the election sign.

**GR.4.5a.6** - Non-conforming election signs may be removed from the Community Setback by the Association.

**GR.4.5a.7** - Election signs shall be removed within seven (7) days following the election.

**GR.4.5a.8** - Election signs may not be placed on CLPOA common areas.

**GR.4.5b CLPOA Election Sign Requirements** - A resident may temporarily place a maximum of three (3) CLPOA signs in that portion of the Community Setback that lies between their front lot line and the adjacent street, subject to compliance with the following provisions: CLPOA signs can only be placed in the Community Setback in the forty-five (45) day period prior to an election in accordance with the following requirements:

**GR.4.5b.1** - The top of the CLPOA election sign may not extend more than three (3) feet above grade.

**GR.4.5b.2** - The CLPOA sign may not extend beyond the back of curb toward the street.

**GR.4.5b.3** - No CLPOA sign shall obscure the view of a fire hydrant and all signs shall have a professional appearance.

**GR.4.5b.4** - The CLPOA sign must have its own stake and shall not be affixed to any improvement.

**GR.4.5b.5** - Balloons, streamers and similar material may not be added to the CLPOA sign.

**GR.4.5b.6** - Non-conforming CLPOA signs may be removed from the Community Setback by the Association.

**GR.4.5b.7** - CLPOA signs shall be removed within seven (7) days following the election.

**GR.4.5b.8** - CLPOA election signs may not be placed in CLPOA common areas.

**GR.4.5c Open House Sign Requirements** - A real estate agent/realtor may temporarily place a maximum of six (6) open house signs in that portion of the Community Setback that lies between the front lot line and the adjacent street, subject to compliance with the following provisions:

**GR.4.5c.1** – No Open House sign may be more than three (3) square feet, and the top of the sign may not extend more than three (3) feet above ground, with the exception of flags, which may be flown at a standard height on an approved flag pole. Exception: Open house banner/flag (up to six feet in height) may be placed on subject property during the time of the open house.

**GR.4.5c.2** – The Open House sign may not extend beyond the back of curb towards the street. Only one (1) open house sign may be placed on any specific property and only one (1) sign may be placed at any one intersection.

# GENERAL RULES & REGULATIONS (GR)

**GR.4.5c.3** – Open House signs, except for approved Canyon Lake logo Broker Open House signs may not be placed at the following intersections:

- Canyon Lake Drive South & Continental
- Canyon Lake Drive & Vacation Drive
- Vacation Drive & Longhorn Drive

Limit of one sign per Broker on any one of these intersections.

**GR.4.5c.4** - No Open House sign shall obscure the view of a fire hydrant and all signs shall have a professional appearance.

**GR.4.5c.5** - The Open House sign must be placed in such a manner that does not cause damage to property and/or landscape.

**GR.4.5c.6** - Balloons, streamers, and similar material may not be added to any Open House sign. Exception: One standard size rider, not to exceed one (1) square foot, may be placed on top of each A-frame sign.

**GR.4.5c.7** - Unauthorized and/or non-conforming Open House signs may be removed from the Community Setback by the CLPOA

**GR.4.5c.8** - Open House signs may not be placed out prior to one (1) hour before the start of an open house and must be removed immediately following the conclusion of the open house.

**GR.4.5c.9** - Open House signs may not be placed in the street, on vehicles, on golf carts, or on trailers. Open House signs may not be placed on CLPOA common ground.

## **GR.4.6 No Signs / Flags/ Posters/Banners with Vulgar, or Obscene Content or Fighting Words**

Regardless of size, no sign, poster, flag, or banner viewable from the common area shall contain or imply by the use of symbols, missing letters, or images any “obscene material”, “vulgar words” or “fighting words” as those terms are defined in the law or by common decency.

## **SECTION V - RULES FOR MOTOR VEHICLES**

There are different types of requirements for motor vehicles within CLPOA. Each of these requirements will be described accordingly in the sections that follow.

### **GR.5.1 General Information**

Any motor vehicle (including without limitation, car, truck, golf cart, e-bike, or any motor-powered vehicle of any kind, hereafter “Vehicle”) operated within the community of Canyon Lake Property Owners Association shall be operated in accordance with these rules and in a safe and prudent manner. Violations may result in disciplinary action, including without limitation, fines and or legal enforcement proceedings.

**GR.5.1a All Violations Subject to Fine** - Any and all violations are enforceable by Community Patrol. If a rule does not have a specific fine written into the rule itself, violation will result in a fine set by CLPOA in accordance with its Fine Schedule.

**GR.5.1b Valid State Registration Required** - All vehicles operating within CLPOA must have valid state registration.

**GR.5.1c Maximum Speed Limit Requirements** - A maximum speed limit of thirty-five (35) miles per hour is posted on the following major thoroughfares: Canyon Lake Drive North and South, Continental Drive, Vacation Drive, and Longhorn Drive. All other streets carry a maximum speed limit of twenty-five (25) miles per hour. Posted speed limits within the community will be enforced by Community Patrol and may be enforced through, but not limited to, the use of radar speed guns, radar speed enforcement cameras or other speed enforcement systems. NOTE: Any person who receives

# GENERAL RULES & REGULATIONS (GR)

additional speeding citations within thirty-six (36) months of a previous offense shall be subjective to a progressive fine after notice and an opportunity to be heard. The progressive fine shall be compounded for each additional offense.

**GR.5.1d No Passing Allowed** - The two (2) way turning lane (middle lane) is not a passing lane.

**GR.5.1e No Unlawful Riding / Towing Permitted** - No riding in boats while the vehicle is being towed on the street(s) of Canyon Lake. Motor vehicles and golf carts may not tow bicycles or skateboards.

**GR.5.1f No Open Containers** - No open containers of alcohol in a moving vehicle on our community roads. No possession by anyone under the age of 21 of any alcoholic beverage, open or not in a vehicle.

**GR.5.1g Use of Designated Gates for Entry Requirements** - Vehicles must enter the Canyon Lake community through the Main Gate, East Gate, North Gate, Big Tee Gate, or Skylink Gate. All other entry is subject to a citation and / or removal.

**GR.5.1h Decal Requirements** - All CLPOA decals must be affixed to vehicle in the inside lower left corner of windshield.

**GR.5.1i Requirements for Removal of Decals** - When a vehicle is sold, the decal must be removed and remnants returned to CLPOA office.

**GR.5.1j Helmet Requirements for Person(s) Under the Age of Eighteen (18)** - All persons under the age of eighteen (18) operating or riding upon/in a motorized or non-motorized wheeled device (e.g. bicycle, skateboard, scooter, bike trailer, restraining seat, etc.) must wear a properly fitted and fastened helmet.

**GR.5.1k** - Any speed contest and / or exhibition of speed is prohibited.

**GR.5.1l** - Evading a Community Patrol Officer is prohibited.

**GR.5.1m** - Failure to comply with a Community Patrol Officer's instructions.

**GR.5.1n** - Failure to stop for a school bus signal.

**GR.5.1o** - Failure to stop for a stop sign.

**GR.5.1p** - No crossing over double-yellow line.

**GR.5.1q** - No illegal passing on the right.

**GR.5.1r No reckless driving** - (Reckless driving is defined as any person who drives any vehicles 20 mph over the speed limit or commits three (3) or more moving violations.)

**GR.5.1s** - No following too close.

**GR.5.1t** - Use of a wireless communication device of any kind while operating a motor or electric vehicle unless the wireless device is being used in "hands-free" mode. All drivers are prohibited from using wireless communication device to write, send or read a text-based communication while driving.

**GR.5.1u** - Failure to make a right turn at intersections designated 'Right Turn Only'.

## **GR.5.2 Prohibited Vehicles**

*Use, operation, riding upon or in, or transportation on or by, any motorcycle, two (2) or three (3) wheeled motorized vehicle, off-road vehicle, four (4) wheeled motorcycle or similar vehicle on any lot, street, common area or CLPOA property within the Sub-division is prohibited. Golf carts may be used and operated within the Sub-division subject to the Board of Directors reasonable regulation thereof.*

Operation or use of any motorcycle, two (2) or three (3) wheeled motorized vehicle, off-road vehicle, four (4) wheeled motorcycle or similar vehicle on any lot street, common area or Association property within the Subdivision is prohibited (See amendment to the CLPOA tract declarations recorded February 15, 1996, pursuant to Superior Court order of December 19, 1995).

Members, their guests or invitees may park motorcycles at their own risk at designated portions of CLPOA property at or near entrances to Canyon Lake.

# GENERAL RULES & REGULATIONS (GR)

**GR.5.2a Personal Electric Devices** - Electric bicycles and other personal electric devices such as electric stand-up scooters, skateboards, and wheeled boards are permitted to be used within the community so long as the following provisions are followed:

	Class 1	Class 2	Class 3
<b>Definition</b>	Low-speed or low-speed pedal assisted	Low-speed throttle assisted	Speed pedal assisted
<b>Speed Limit</b>	20 MPH	20 MPH	20 MPH
<b>Power Rating</b>	750 watts	750 watts	750 watts
<b>Driver's License</b>	No	No	No
<b>Helmet Requirement</b>	Under 18 (Must be securely fastened)	Under 18 (Must be securely fastened)	All riders / passengers (Must be securely fastened)
<b>Additional Equipment</b>	None	None	Must be equipped with a speedometer
<b>Age Requirement</b>	None	None	16 years old +
<i>*Class 4 electric motorcycles are prohibited in Canyon Lake</i>			

**GR.5.2b Electric Bicycle Registration** - All electric bicycles must be registered with the CLPOA. Requirements that must be met for electric bicycles are as follows:

Member must be authorized and in good standing. Completion of the CLPOA E-Bike Safety Exam will be verified at the time of registration. CLPOA issued tags must be displayed and clearly visible from the rear of the bicycle.

**GR.5.2c Light Requirements** - All electric bicycles ridden on Canyon Lake streets or common areas after sunset and / or before sunrise must be equipped with headlights and taillights and have them turned on.

**GR.5.2d Scooters / Motorized Boards** - All scooters and boards must have a floorboard to stand on when riding.

**GR.5.2e Passengers** - Only one rider per seat or floorboard on all personal electric devices.

**GR.5.2f Reckless Behavior** - No reckless or unsafe riding (weaving through traffic, running stop signs, double-riding, use of cellular devices, excessive speed, wheelies, going against traffic, etc.) on any personal electric device.

**GR.5.2g Pedals** - Electric bicycles must be equipped with functional pedals and pedal assist functionality.

**GR.5.2h Failure to Yield** - All riders must yield to Community Patrol when requested. This includes any personal electric device and regular bicycles, scooters, skateboards, etc.

**GR.5.2i Prohibited Use of Personal Electric Vehicles in Designated Areas** - The use of personal electric vehicles—including but not limited to electric bicycles, electric scooters, electric skateboards, and wheeled boards—is prohibited in the following locations:

- Lodge peninsula, including the Lodge parking lot and Canyon Club Drive beyond the first stop sign past Lighthouse Drive.
- Holiday Harbor Park, parking lot, and launch ramp.
- Vacant lots, unless the rider has the property owner's consent.

Members on these devices may still access these areas with a PEV but must dismount and walk their device once reaching the restricted zone

# GENERAL RULES & REGULATIONS (GR)

## **GR.5.3 Parking of Vehicles within the Canyon Lake Community**

All vehicles parked on the Canyon Lake POA's common area must comply with the rules set forth herein, as well as any posted restrictions on site. Vehicles parked on Canyon Lake streets, or other common areas, in violation of any of the rules and regulations set forth herein or in violation of any posted restrictions are subject to towing at the owner's sole expense and risk. In addition to towing, the applicable member and / or owner is subject to a fine for violations of the vehicle restrictions set forth herein or for violation of any posted restrictions.

**GR.5.3a Restrictions for Parking of Any Vehicle, Golf Cart or Vessel for Sale** - All vehicles, golf carts or vessels with a "For Sale" sign shall not be parked in any common area other than in front of the vehicle, golf cart or vessel owners own tract and lot. The vehicle or vessel must be currently registered in the state of California or any other state the member may have currently registered. Said vehicle, golf cart or vessel shall not be parked in front of a tract and lot not owned by the member offering the vehicle, golf cart or vessel "For Sale" unless the owner of the residence gives such permission in writing and the written permission is displayed in the window of said vehicle, golf cart or vessel.

**GR.5.3b No Vehicle Parking / Storage on Unpaved Portion of Property** - No vehicle of any kind, or part thereof, shall be parked or stored on any unpaved portion of a property. This includes the landscaped area adjacent to the driveway.

**GR.5.3c No Vehicle Parking / Storage on Vacant or Unimproved Lots** - Vacant lots may not be used for parking or storage. No vehicle of any kind, operating or non-operating may stored or parked on vacant, unimproved lots. Only exception; A day permit may be granted for parking of motor vehicles on member's private undeveloped lot for lot maintenance and / or day use of the lake four (4) times per year. Permits are available at the CLPOA Administrative Offices.

**GR.5.3d No Parking of Unightly, Stripped Down, Partially Wrecked, Inoperable or Junk Vehicles Allowed on Canyon Lake Streets or Lots** - *No unightly, stripped-down, partially wrecked, inoperable or junk vehicle, or any part thereof, shall be parked on any Canyon Lake street or any lot in such a manner as to be visible from any other lot, street, lake or golf course within Canyon Lake.* Unightly includes, but is not limited to, spider webs, debris, overgrowth, missing parts, and general lack of maintenance

**GR.5.3e No Long-Term Street Parking** - Street parking is for short-term use only. In order to promote visibility and the aesthetic appeal of the community and to reduce damage to Canyon Lake POA-maintained asphalt from oil and other fluid leaks, street parking and subject to limitation. No vehicle may be parked on Canyon Lake streets, or other common areas, in excess of a consecutive seventy-two (72) hour period. No inoperable or unregistered vehicles without a current Canyon Lake decal or parking permit may be parked on streets, or other common areas, for any period of time.

**GR.5.3f No Vehicles Extending Beyond Curb Line** - No Vehicles Extending Beyond Curb Line - No vehicle, including but not limited to cars, trucks, trailers, recreation vehicles, golf carts or boats may be parked on any numbered lot in such a manner that any portion thereof extends beyond the curb line. Special rule for Tract 3961 - No travel trailer, camper unit, boat trailer or other recreational vehicles shall be placed, maintained or occupied on any lot; except that the owner thereof, upon occupancy of the home, may store such items on their property in a reasonable manner on the lot if set back a minimum of twenty (20) feet from the street curb, except as otherwise prohibited herein. All storage or parking of wheeled vehicles shall be on concrete slabs or runners designed for and approved by the Architectural Control Committee for such purposes.

**GR.5.3g** - No parking at curb marking or within twelve (12) feet of a stop sign.

**GR.5.3h** - No parking in handicap zone without proper placard and / or plates.

**GR.5.3i** - No parking in space designated for Community Patrol.

# GENERAL RULES & REGULATIONS (GR)

**GR.5.3j** - No parking on the wrong side of the street with exception to cul-de-sac's or streets with a center island (Excluding Canyon Lake Dr South). For cul-de-sac's or streets with a center island at the end, parking against the center island in the direction of traffic flow is permitted.

**GR.5.3k** - No parking that is obstructing traffic.

**GR.5.3l** - No parking that is blocking a resident's driveway.

**GR.5.3m** - No parking more than eighteen (18) inches from curb.

**GR.5.3n** - No parking a semi-truck on the street after sunset.

**GR.5.3o** - No parking within marked fire hydrant area; or if unmarked, no parking within 15 feet in either direction of a fire hydrant. No parking within 15 feet of a fire lane. No parking in any manner that interferes with ingress or egress to or from the community.**GR.5.3p** - No parking on streets without current decals, guest passes or permits.

**GR.5.3q** - No parking on streets without valid state registration decals.

**GR.5.3r** - No parking in violation of posted restrictions on site; no parking that blocks other vehicles from moving from a parking area, within a loading zone or vehicles parked within a designated golf cart parking spot.

**GR.5.3s Parking Requirements for North Ski Area / Slalom Course** - These are the requirements for north ski area / slalom course.

**GR.5.3s.1 Restrictions for Campers and Trailers** - Campers and trailers are not permitted to park on Vacation Drive near the North Causeway and in the red zones.

**GR.5.3s.2 Designated Area for Boat Trailer Parking** - Boat trailers are to be parked in the lot next to the Fire Station.

**GR.5.3s.3 Designated Area for Car and Truck Parking** - All cars and trucks are to park in the paved lot near the docks.

**GR.5.3s.4 No Overnight Camping** - No overnight camping vehicles allowed in the area after 10 p.m.

**GR.5.3s.5 No Parking Vehicle with Trailer on Vacation Drive or Old Wrangler** - No Parking Vehicle with Trailer on Vacation Drive or Old Wrangler. Do not park your vehicle with a trailer on Vacation Drive or Old Wrangler

**GR.5.3t Designated Parking For Boat Trailer Parking At Launch Site** - Boat trailers shall be parked in the designated areas at each of the launch sites and vehicles not attached to trailers shall not park in the "Boat Trailer" designated areas. Holiday Harbor and East Port Launch Areas – Vehicles towing trailers are to be parked in the area adjacent to the launch ramp in the striped zone. Vehicles without trailers may be parked in the boat trailer parking spots, if available, after park hours for fishing purposes only.

**GR.5.3u Vehicles Displaying Service Provider/Contractor Pass** - Vehicles displaying service provider / contractor passes shall only park in the vicinity where work is being performed, and not in parks, beaches or other amenity parking.

## GR.5.4 Commercial Vehicles

These are the requirements for commercial vehicles.

**GR.5.4a Commercial Use of Lots is Prohibited** - Commercial use of lots is prohibited. As set forth elsewhere in these rules, the CLPOA typically does not consider internal uses that have no external manifestations, and that are generally consistent with residential use to constitute a prohibited commercial use. Instead, the CLPOA's focus on external manifestations and whether those manifestations are such that it appears the business use of the property goes beyond what is normally associated with residential use. Vehicle parking is one of the external manifestations the CLPOA takes into consideration in this analysis. Parking of commercial vehicles on a lot is generally prohibited, but this prohibition does not extend to vehicles that are often used in society as non-commercial vehicles

## GENERAL RULES & REGULATIONS (GR)

such as two (2) and four (4) door trucks being the prime example and that are primarily used for regular transportation purposes.

**GR.5.4b No Unauthorized and / or Overnight Parking of Vehicles Over 3/4 Ton** - In addition, *vehicles over 3/4 ton* (including trucks, tractors, tractor trailers, 18 wheelers and other similar vehicles) *may not be parked on a Canyon Lake street* except for the purpose of loading and unloading or when a special parking permit has been issued for overnight on any lot.

**GR.5.4c Conditions for Construction Vehicle Parking** - Construction vehicles may park on the lot where a house is under construction only during normal working hours.

**GR.5.4d No Street Parking of Contractors' Equipment Allowed between Hours of Almanac Sundown and Sunrise** - Street parking of contractors' equipment is not permitted during the hours between almanac sundown and sunrise.

**GR.5.4e** - All commercial vehicles must enter the community through the East or North Gates only. A commercial vehicle is defined as a vehicle which is used or maintained for the transportation of persons for hire, compensation, or profit or designed, used or maintained primarily for the transportation of property. Examples of such commercial vehicles are: cement trucks, flat-bed trucks, tractor-trailers, delivery trucks, trash trucks, trucks pulling trailers with heavy equipment's, commercially licensed trucks (exempt pickups), commercial buses (exempt school buses) and vehicles designed for commercial or industrial purposes (exempt public utilities). All commercial vehicles with current member decals will be allowed to use any gate.

### GR.5.5 Recreational Vehicles and Trailers

These are the requirements for recreational vehicles and trailers. Violation of these rules will result in a fine and or towing of the noncompliant vehicle at the owner's expense and owner assumes all risk incident to such towing.

**GR.5.5a No Recreational Vehicle, 5th Wheel, and Camping Trailer Parking / Storage on Streets for More than Forty - Eight (48) Hours**- Recreational Vehicles, 5th Wheels, and Camping trailers may not park on Canyon Lake streets for more than forty-eight (48) hours at a time and only to permit loading and unloading.

If forty-eight (48) hours is not practical, a member may obtain a permit for an additional twenty-four (24) hours [limited to two (2) permits in a 30-day period per vehicle] through Community Patrol. The member must visit Community Patrol at Bluebird Hall to obtain the permit prior to the expiration of the initial forty-eight (48) hour period.

Any Recreational Vehicle, 5th Wheel, and Camping Trailer must be parked as near as possible to the owner's property.

In the event that "pop outs" need to be temporarily extended the following conditions apply:

- a. Two (2) hour maximum
- b. Owner must be present and actively loading or unloading
- c. After dark, illuminating devices or traffic cones with a reflective collar must be displayed on each corner which extends toward the center of the street

**GR.5.5b No Recreational Vehicle and Trailer Parking / Storage on Vacant or Unimproved Lots** - *No Trailers or recreational vehicles, operating or non-operating may be stored or parked on vacant, unimproved lots.*

**GR.5.5c No Trailer Parking for More than Twenty-Four (24) Hours** - No trailers, including, but not limited to horse trailers, boat trailers, utility trailers and any other similar vehicle may be parked on

# GENERAL RULES & REGULATIONS (GR)

the street for more than twenty-four (24) hours at a time. All trailers and any other similar vehicles must display rear lamps and reflectors as well as rear side reflectors, must be attached to the tow vehicle, and must be parked as near as possible to the owner's property.

**GR.5.5d Tract 3961 - Limited Exception to Permit Loading / Unloading of Recreational Vehicles with "Pop-Outs" - In Fairway Estates** - Lot sizes and the configuration of homes thereon generally make it impossible for residents to temporarily park an RV on their lot for loading / unloading. RV's with "pop-outs" on the driver's side of the RV to permit loading and unloading without obstructing traffic. Accordingly, the Board adopts this limited exception to the general rule of the road that requires all vehicles to be parked on the right side of the street. Residents in Fairway Estates may temporarily park RV's with driver's side "pop-outs" on the "wrong" or left side of the street at their own risk upon the driver determining it is otherwise safe to do, provided such parking is permitted only for the time required for expeditious loading and unloading of the RV.

## **GR.5.6 Golf Cart Registration / Operation**

Following is the revised CLPOA policy for the registration / operation of golf carts. Golf cart decals will be issued based annually on a fiscal year basis. These rules apply to Golf Carts and Neighborhood Electric Vehicles (NEV). These categories are collectively referred to as "Golf Carts or Carts". NEV's are allowed to drive in the vehicle lane if registered with the DMV. NOTE: If the Neighborhood Electric Vehicle (NEV) is not registered with the DMV, it must be registered as a golf cart with the CLPOA. General: Registration fees will be set by the Board of Directors annually. Decals will be issued at the CLPOA Administration Office. All insurance requirements apply to street and annual golf cart registrations.

**GR.5.6a Operation of Prohibited Vehicle** - Operation of a prohibited vehicle is subject to applicable fine.

**GR.5.6b Registering a Prohibited Vehicle** - Registering a prohibited vehicle on the representation that it is a golf cart or modified golf cart / Neighborhood Electric Vehicle (NEV) is subject to applicable fine.

**GR.5.6c Member in Good Standing Required** - Only a Member in good standing may register their golf cart with the CLPOA.

**GR.5.6d Registration with CLPOA Required** - All golf carts must be registered annually with the CLPOA. The decal shall be placed on the front left corner of the golf cart.

**GR.5.6.d.1 Proof of Insurance Required for Golf Cart** - A valid Certificate of Liability coverage must be submitted at the time of registration which identifies the registering member as the policy holder.

**GR.5.6e Cart Operation, Registration, Indemnification and Release Agreement Required by CLPOA** - Any member registering a golf cart must sign a Cart Operation, Registration, Indemnification and Release Agreement at the time of registration indemnifying the CLPOA from any liability associated with or arising out of use of their cart.

**GR.5.6f License Required** - Any operator of a golf cart must have a valid Driver's License in their possession at all times while operating the golf cart.

**GR.5.6g Flag Required** - Golf carts being operated on Canyon Lake streets must carry a flag that extends above the top of the vehicle.

**GR.5.6h Maximum Speed Limit** The maximum speed limit for golf carts is twenty (20) m.p.h.

**GR.5.6i Limited Number of Riders Per Passenger Seats Available** - The number of persons riding in a golf cart is limited to the number of passenger seats.

**GR.5.6j No Unsafe, Reckless and / or Negligent Behavior Permitted** - No golf cart shall be operated in a reckless manner while being operated within the boundaries of Canyon Lake.

**GR.5.6k No Standing or Sitting in Lap Allowed in Moving Golf Cart** - All persons in golf cart must remain seated and may not be carried or sit in the lap of another person while the vehicle is in motion.

# GENERAL RULES & REGULATIONS (GR)

**GR.5.6l No Driving Under the Influence of Alcohol** - The same Vehicle Code rules apply to golf cart use prohibiting driving under the influence of alcohol.

**GR.5.6m Headlights and Taillights Required After Sunset and / or Before Sunrise** - All golf carts driven on Canyon Lake streets or common areas after sunset and / or before sunrise must be equipped with functioning headlights and taillights. Lights designed for off road use (i.e. LED light bars, spot lights, flood lights, etc.) must be turned off while driving within the community.

**GR.5.6n No Towing of Bicycles, Skateboards or Any Other Device Allowed** - Drivers of golf carts will not tow or otherwise propel any bicycle, skateboard and / or any other device being ridden by another person.

**GR.5.6o Requirements for Pulling Single-Motorcycle-Trailer** - A golf cart will be permitted to pull a single-motorcycle-trailer designed and manufactured for that purpose and properly installed to the golf cart.

## SECTION VI - POLICY FOR ACCESS CONTROL

There are different types of requirements for access control within CLPOA. Each of these requirements will be described accordingly in the sections that follow.

### GR.6.1 General Information (Excluding Fairway Estates)

These are the general requirements established by CLPOA for access control for the community (excluding Fairway Estates).

**GR.6.1a** - Members, residents and / or guests must provide appropriate CLPOA identification, such as a membership card or guest pass, whenever duly appointed agents of the CLPOA so request.

**GR.6.1b Gate entrances are the Main, East and North gates** - Residential pedestrians must enter the community through an authorized access gate.

**GR.6.1b.1** - All commercial vehicles must enter the community through the East or North Gates only. A commercial vehicle is defined as a vehicle which is used or maintained for the transportation of persons for hire, compensation, or profit or designed, used or maintained primarily for the transportation of property. Examples of such commercial vehicles are: cement trucks, flat-bed trucks, tractor-trailers, delivery trucks, trash trucks, trucks pulling trailers with heavy equipment's, commercially licensed trucks (exempt pickups), commercial buses (exempt school buses) and vehicles designed for commercial or industrial purposes (exempt public utilities). All commercial vehicles with current member decals will be allowed to use any gate.

**GR.6.1c** - Only those members authorized by the Prime Member or spouse may arrange a guest's admittance. Additionally, the following shall apply:

**GR.6.1c.1** - All persons entering this community shall be subject to the ID policy. The only exception is for persons under sixteen (16) years of age when accompanied by an authorized adult.

**GR.6.1c.2** - All drivers entering this community shall be authorized specifically by name. No persons driving a motor vehicle may enter or drive upon Canyon Lake streets without possessing valid Driver's License. Picture ID is required for access. Refusal to show, entering without showing, or not in possession of a driver's license or government issued ID violates the identification policy.

**GR.6.1c.3** - Guest call-in procedures shall comply with daily guest list policy, i.e., ten (10) maximum daily guests.

**GR.6.1c.4** - Call back and verification procedure may be utilized as double check in unusual situations.

Any resident expecting more than ten (10) guests on a given day must submit a list of their names, first and last in alphabetical order to the CLPOA no later than twenty-four (24) hours prior to the

# GENERAL RULES & REGULATIONS (GR)

guests' arrival. Lists are to be submitted Monday through Saturday during business hours. Failure to submit guest party list within stated time frame will result in an applicable expedite fee.

## **GR.6.2 Identification Policy**

**GR.6.2a** - All non-residents entering this community must be listed on a Canyon Lake POA member's guest list prior to entering the community. All persons entering the Canyon Lake community, whether by motor vehicle, Personal Electric Vehicle (PEV), on foot, or using a bicycle, skateboard, or other wheeled devices must produce a valid identification and present it upon request by Canyon Lake POA staff or Community Patrol. Acceptable forms of identification include a valid CLPOA-issued ID card, a valid state-issued ID or driver's license, a valid federal government issued ID, or a valid school-issued ID (electronic or physical copy)

**GR.6.2b** - No person may operate a motor vehicle within the community without a valid driver's license. All drivers, whether residents or not, must present their valid state issued license upon request by Canyon Lake POA staff or Community Patrol. All non-resident drivers must present a valid driver's license to access the community.

**GR.6.2c** - All persons in the Canyon Lake POA common areas must have a valid identification on their person or have it in their immediate possession must present it upon request by Canyon Lake POA staff or Community Patrol.

## **GR.6.3 Misuse of Access Identification**

All forms of access identification to Canyon Lake including Membership Cards, Temporary Passes, Identification Cards, Vehicle Stickers, Vehicle ID.

Passes (guests passes and parking passes) are non-transferable. Access identification may not be used by anyone other than the individual person and / or specific vehicle to whom it has been issued. Violation of this rule may result in applicable fine.

Persons involved in the transfer of any access identification are subject to suspension and / or revocation of recreational common area use privileges for a period to be determined at the discretion of the Board of Directors in addition to fines or other disciplinary enforcement actions. Members shall be provided notice and an opportunity to be heard prior to suspension of use rights.

Membership cards are the property of CLPOA. The lot owner is responsible for returning all cards issued to household members or Lessees upon sale or termination of lease agreement. There is a charge for each card not returned. A charge will also be assessed for replacement of lost or stolen cards.

CLPOA agents and / or employees are authorized to confiscate any identification in possession of non-members and unauthorized persons as described in the previous paragraphs.

## **GR.6.4 Process Server**

A Process Server requesting entry must show valid Driver's License and process server license which includes full name, telephone number, county and expiration date in order to gain entry.

## **GR.6.5 Real Estate Agents / Appraisers**

A Real Estate Agent and / or Licensed Real Estate Appraiser requesting entry must have a valid original State of California Department of Real Estate Identification card for any Real Estate Agents and a State of California Real Estate Appraisers License for any Appraisers along with their Driver's License in order to

# GENERAL RULES & REGULATIONS (GR)

enter the community. Not under any circumstance will a reproduction be accepted for entry into the community. Real Estate Agents are responsible for and must accompany their guests at all times.

## **GR.6.6 Membership Cards**

All members possess proper Identification (i.e., CLPOA Membership card, State Issued Driver's License, etc.) at all times while using CLPOA facilities. Failure to obtain and show proper identification when requested to do so by staff or Community Patrol will result in applicable fine if staff or Community Patrol is unable to verify member's identity.

## **GR.6.7 Vehicle Transponder and Parking Decal**

The Prime Member or any authorized person must present the vehicle's current registration when applying for a vehicle transponder and parking decal. The vehicle must be registered to a member on the Prime Member's property. If the vehicle is registered to a company, a letter from the company on company letterhead stating that the vehicle is solely used by the Prime Member and / or any authorized person must be presented with the vehicle.

A Lessee may obtain a vehicle decal by satisfying the above requirements and after the Prime Member authorized the CLPOA to issue a vehicle transponder and parking decal to the Lessee. The vehicle transponder and parking decal will expire on the lease expiration date.

A charge will be assessed for replacement of the parking decal.

## **GR.6.8 Vehicle Identification**

All identification must be current. All vehicles in Canyon Lake are to be identified with one (1) of the following forms of identification in the inside lower left corner of the windshield to be visible from the outside of the vehicle:

- CLPOA Decal
- Construction / Contractor's Pass
- Daily Guest Pass
- Temporary Parking Pass
- Employee Decal

Exempt from this requirement are the following vehicles:

- Police and Fire Vehicles
- Emergency Ambulances
- Public Utility Vehicles
- Government Vehicles identified as such
- CLPOA Vehicles

Vehicles parked on any Canyon Lake street or common area showing expired or no identification may be subject to a fine and / or may be towed away at owner's expense.

**GR.6.8a Non-Authorized Entry** - Any person who enters the community after being asked to re-enter via the guest lane, or, exit the community, is in violation. Fines shall be progressive and based on the individual person on an 18-month rolling calendar.

**GR.6.8b Piggy Backing** - Any vehicle registered with the CLPOA that piggybacks another vehicle and enters the community without allowing the gate arm to lower is in violation. This rule becomes void if the vehicle is directed to enter by staff.

# GENERAL RULES & REGULATIONS (GR)

## **GR.6.9 Return of Valid Access ID / Vehicle**

Upon the sale of the property or the termination of a rental / lease agreement, the Prime Member is responsible for the return of all access IDs and non-expired vehicle and boat decals issued to the household / lessees. There is a charge for each such item not returned.

If the homeowner sells his property and fails to return any of the above, payment will be collected in escrow. If the former homeowner is charged per item in escrow, they have thirty (30) days from the close of escrow to return the cards and decals in which to receive a refund.

If the failure to return involves renters or lessees, a charge per item will be added to the homeowners account. A new rental agreement will not be processed if any items are outstanding from previous tenants.

## **GR.6.10 Contractors and Service Personnel Registration**

Contractor / Service Personnel access permits are granted as a convenience to eligible Contractors and Service Personnel and are a privilege that may be revoked by the CLPOA at any time. Eligible Contractors or Service Personnel may register their company with the CLPOA and obtain access permits. Costs of this registration are set forth annually by the Board of Directors. All Contractors must submit the following information before any access permit(s) will be issued:

**GR.6.10a** - Copy of the General Liability Insurance or equivalent.

**GR.6.10b** - Workers Compensation Insurance certificate for those with more than five (5) employees. All others will be required to execute a "release of liability" document with the CLPOA.

**GR.6.10c** - Valid Contractor's License for building / construction trades.

**GR.6.10d** - Valid City Business License.

**GR.6.10e** - Valid Driver's License for each access permit requested.

**GR.6.10f** - Pay the annual fee.

Contractor registration will be required on an annual basis and associated access permits will be given on a monthly basis. A Contractor may have up to ten (10) access permits per registered Contractor. Any registered Contractor / Service Personnel with outstanding citations or violations will not be issued any updated monthly permits until such issues have been resolved. Contractor's passes must be displayed in a clear fashion and attached to the Driver's side windshield.

## **GR.6.11 Perimeter Gate Access**

This perimeter gate access section pertains to Trigger Gate (Jump Lagoon), North Ski Gate and Equestrian Center. Members must be "Members in Good Standing" to utilize perimeter gate access.

**GR.6.11a** - Members requesting access to the gates must complete the supplied application from the Member Services Department at the CLPOA Corporate Offices.

**GR.6.11b** - Each requesting Member including Member's who request such access on behalf of an CLPOA recognized club or organization shall submit with the application required deposit made payable to the CLPOA. The CLPOA will deposit the monies pending return of the gate key to the CLPOA. (Refer to the Schedule of Fees for amount of required deposit.)

**GR.6.11c** - Each member who uses the gate roadway and other related facilities does so at his / her own risk. Each such member represent that he / she is competent to perform all tasks required for exit, entry or use of the access way.

**GR.6.11d** - Duplication of gate key is prohibited. Each Member to whom the gate key is entrusted shall be responsible for the same and shall not turn the key over to any other person.

## GENERAL RULES & REGULATIONS (GR)

**GR.6.11e** - Use of the gate is a privilege and not a right. The CLPOA may suspend without notice this program of gate use or may prohibit, without notice, any individual from checking out the key if the CLPOA, in its sole discretion, determines that such action is appropriate.

**GR.6.11f** - The CLPOA Member Services Department shall be responsible for checking out the key. The key must be checked out and returned to: CPLOA, 31512 Railroad Canyon Road, Canyon Lake, CA 92587.

### **GR.6.12 Canyon Lake Estates & Fairway Estates Access Control**

These are the requirements established by CLPOA for access control for the Fairway Estates.

**GR.6.12a** - Entrances to the Canyon Lake Estates are located on Black Horse and Sorrel Lane. Gate entrances to the Fairway Estates are located on Big Tee, Skylink and the Town Center Golf Cart gates. Residential pedestrians must enter the community through an authorized access gate or entrance.

**GR.6.12b** - Should power failure occur, Community Patrol shall be notified. The gates will be placed in an open position and manually operated by personnel until power is restored.

**GR.6.12c** - For access to Fairway Estates, entry shall be the following means only:

- Membership card(s)
- RFID Transponder(s)
- Call-In(s)
- Community Patrol

**GR.6.12d** - Only residents / members of the Fairway Estates and Canyon Lake Estates or authorized guest(s) may park on these streets. Vehicles parked on the street without a valid decal, guest pass, or Fairway Estates / Canyon Lake Estates temporary parking permit displayed will be subject to the applicable fine. Fairway Estates and Canyon Lake Estates residents / members may obtain up to six (6) temporary parking permits per property from the Member Services department.

# COURTS & FIELDS (CF)

## COURTS & FIELDS (CF)

**NOTICE TO ALL MEMBERS:** Failure to comply with any of these rules as set forth herein may result in applicable fine(s). For additional information, refer to the Schedule of Fines.

### SECTION I – INTRODUCTION

These recreational areas enhance the quality of life for Canyon Lake POA members by offering opportunities for physical activity, leisure, and community engagement. The recreational amenities included in this section include:

- Basketball Courts
- Gault Field
- Pickleball Courts
- Tennis Courts

Please be advised that use of these amenities is always at your own risk. Responsibility for medical expenses as a result of injury rests with the individual involved. Emergency personnel and Community Patrol should be notified when a serious injury occurs.

### SECTION II – GENERAL RULES FOR USE

#### CF.2.1 No Profanity

Use of profanity, abusive language, violence, and/or weapons is strictly prohibited.

#### CF.2.2 Alcoholic Beverage Restrictions in Recreation Facilities

Alcoholic beverages are prohibited in the tennis, pickleball, and basketball courts and inside the playing fields at Gault Field. Further, use of any of these areas is not permitted while being under the influence of alcohol, illegal drugs, or controlled substances.

#### CF.2.3 No Glass Containers or Objects

No glass containers or objects are allowed in the tennis, pickleball, and basketball courts and inside the playing fields at Gault Field.

#### CF.2.4 Restricted Use of Wheeled Devices

Bicycles, skateboards, scooters, rollerblades, golf carts, motor vehicles, and any other unauthorized wheeled equipment, whether motorized or non-motorized, are prohibited on all tennis, pickleball, and basketball courts, inside the playing fields at Gault Field, and on landscaped areas and playgrounds or playground equipment. This rule does not apply to wheelchairs or scooters used for mobility assistance.

#### CF.2.5 No Animals

Animals, including dogs, are prohibited on tennis, pickleball, basketball courts, and baseball fields, except for service animals.

#### CF.2.6 No Climbing

No climbing on fences, roofs, or banks.

# COURTS & FIELDS (CF)

## **CF.2.7 No Trash/Littering**

Those using the courts, fields, or facilities will be responsible for policing the area to make sure trash is cleaned up before, during, and/or after usage. All trash, papers, soda cans and plastic bottles are to be placed in the trash receptacles or bins.

## **CF.2.8 Designated Parking**

Parking is permitted only in designated areas. Individuals must be considerate of the residents by not blocking driveways or using them for turnarounds.

## **SECTION III – BASKETBALL COURTS**

This facility is located inside Eastport Park and has two (2) full-size courts. The basketball courts area includes:

- Lighted Courts / Parking
- Restrooms
- Grassy Areas
- Shaded Areas

NOTE: Use of the Basketball Courts is at your own risk. Responsibility for medical expenses due to injury rests with the individual involved. In the event of a serious injury, please notify emergency services immediately.

## **CF.3.1 Hours of Use**

The Basketball Courts are open daily from 6 a.m. to 10 p.m.

## **CF.3.2 Non-Marking Shoes Required**

Non-marking athletic shoes must always be worn on the Basketball Courts.

## **CF.3.3 Practice by a Single Player**

A single-player practice is limited to thirty (30) minutes when other players are waiting.

## **CF.3.4 Play**

Team play is limited to sixty (60) minutes when other players are waiting. Half-court play is advised during high usage times. Exception: League practices, play, or tournaments.

## **CF.3.5 Guest Use**

All guests must be accompanied by a member carrying a CLPOA card at all times. Guests are defined as any individual(s) who do not have a CLPOA card. No more than (5) guests per tract and lot are allowed to use the courts at any one time. Exception: League practices, play, or tournaments.

## **SECTION IV – GAULT FIELD**

This facility is located on 5.28 acres and has four (4) fields. The area includes:

Adult, Little League, T-ball Fields

- Drinking Fountain
- Grass / Shaded Seating
- Lighted Fields / Parking

# COURTS & FIELDS (CF)

- Restrooms
- Batting Cages

RESERVATIONS: Gault Field is open to the community and requires reservations through the Recreation Department. Priority is given to long-term reservations for Sanctioned Clubs and Activity Group practices and games. If unreserved, members may use the field short-term without a reservation. See the Facility Use Policy for details on field use and reservations.

NOTE: Use of Gault Field is at your own risk. Individuals are responsible for their own medical expenses in case of injury. In the event of a serious injury, please notify emergency services immediately.

## **CF.4.1 Hours of Use**

Gault Field is unlocked daily from 7 a.m. until the end of club or group play. The Canyon Lake POA manages the light schedule. All activities using the lights must conclude by 9:30 p.m. The entire facility will close at 10 p.m.

## **CF.4.2 Club or Activity Group Supervision**

All sanctioned club activities, including games and practices, must be overseen by a designated club representative who is approved by the Canyon Lake POA.

## **CF.4.3 Hardball (or Baseball) Guidelines**

Hardball (or Baseball) is permitted at Gault Field only under specific conditions. Players aged 13 and under are allowed to play on Field 1, provided their games are organized and supervised. For players aged 15 and under, organized and supervised play is allowed on Field 3.

## **CF.4.4 Responsibility for Damages**

Any damage must be reported to the CLPOA. Responsibility for damage shall be as follows:

**CF.4.4a** - Any damage caused by a team and/or individual belongs to those involved.

**CF.4.4b** - If a guest caused the damage and/or violation, then the Member who arranged for the guest's entry shall be responsible.

**CF.4.4c** - If the damage and/or violation was caused by an individual associated with a club, activity group, or league who is not a Member or a guest of a Member, then the League club, activity group, or league shall be responsible.

## **CF.4.5 Alcoholic Beverage Guidelines**

Alcoholic beverages are specifically prohibited within the confines of the entire Gault Field Complex during children's events and sanctioned club events, including the playing fields, dugouts, parking lots, spectator stands, and restrooms. Further, alcoholic beverages are always prohibited on the playing fields.

## **CF.4.6 Other Recreational Sports Prohibited**

No other recreational sports are permitted on any part of the fields (i.e. sports such as soccer, football, etc.), without Canyon Lake POA approval.

## **SECTION V – PICKLEBALL COURTS**

This facility is located at Eastport Park and currently has six (6) pickleball courts. The pickleball courts area includes:

# COURTS & FIELDS (CF)

- Lighted Courts / Parking
- Enclosed Patios / Viewing Area
- Covered Shaded Areas

NOTE: Use of the Pickleball Courts is at your own risk. Individuals are responsible for their own medical expenses in case of injury. In the event of a serious injury, please notify emergency services immediately.

## **CF.5.1 Hours of Use**

The Pickleball Courts are open daily from 6 a.m. to 10 p.m.

## **CF.5.2 Non-Marking Shoes Required**

Non-marking athletic shoes must always be worn on the Pickleball Courts.

## **CF.5.3 Player Rotation**

No player or team shall play more than (2) games in a row when other players are waiting.

## **CF.5.4 Guest Use**

All guests must be accompanied by a member carrying a CLPOA card at all times. Guests are defined as any individual(s) who do not have a CLPOA card. No more than (3) guests per tract and lot are allowed to use the courts at any one time.

## **SECTION VI – TENNIS COURTS**

This facility is located on 1.15 acres and has six (6) tennis courts. The tennis courts areas include:

- Lighted Courts / Parking
- Restrooms
- Shaded Areas

NOTE: Use of the Tennis Courts is at your own risk. Individuals are responsible for their own medical expenses in case of injury. In the event of a serious injury, please notify emergency services immediately.

## **CF.6.1 Hours of Use**

The Tennis Courts are open daily from 6 a.m. to 10 p.m.

## **CF.6.2 Non-Marking Tennis Shoes Required**

Non-marking tennis shoes must be worn on the courts at all times.

## **CF.6.3 Sign-In Required**

Prior to entering courts, members are required to register their name and start time for a specific court number on the sign-in board. Failure to sign in will result in forfeiture of the court if players are waiting.

## **CF.6.4 Attire**

Members and / or guests are encouraged to wear appropriate tennis or athletic apparel while on the courts.

## **COURTS & FIELDS (CF)**

### **CF.6.5 Practice by a Single Player**

A single-player practice is limited to thirty (30) minutes when players are waiting.

### **CF.6.6 Play**

Single play is limited to sixty (60) minutes when other players are waiting, and for doubles, play is limited to ninety (90) minutes when other players are waiting. Exception: USTA League Play and Tournaments.

### **CF.6.7 Guest Use**

All guests must be accompanied by a member carrying a CLPOA card at all times. Guests are defined as any individual(s) who do not have a CLPOA card. No more than (3) guests per tract and lot are allowed to use the courts at any.

# EQUESTRIAN CENTER (EC)

## EQUESTRIAN CENTER (EC)

**NOTICE TO ALL MEMBERS:** Sections of this Property Owner's Manual include references to certain fees and / or costs that are required to be charged as approved by the Canyon Lake Property Owners Association (CLPOA). Failure to comply with any of these as set forth herein may result in applicable fine(s). For additional information, refer to the Schedule of Fees and Fines.

### SECTION I - INTRODUCTION

The Equestrian Center is located on Longhorn Drive. It is situated on 6.72 acres, has seventeen (17) barn stalls, thirty-six (36) pipe corrals and four (4) arenas. Amenities include:

- Horse Wash Area
- Hotwalker
- Restrooms
- Shaded Areas

For additional information about the Equestrian Center, go to the CLPOA website.

### SECTION II - EQUESTRIAN CENTER RULES

The Equestrian Center rules have been established for the protection and consideration of Members, Member's family, guests and / or invitees. These rules are to be adhered to by all. Any violation of the rules may result in an applicable fine.

#### EC.2.1 Operating Hours

Operating hours are from 7 a.m. to 10 p.m., seven (7) days a week. Office hours are from 7 a.m. to 4 p.m., Monday through Friday.

#### EC.2.2 Members in Good Standing

Members must be "Members in Good Standing" to utilize the Equestrian Center.

#### EC.2.3 For Recreational Use

The Canyon Lake Equestrian Facility is to be used for recreational purposes.

#### EC.2.4 No Stallions Allowed

No stallions allowed at the facility.

#### EC.2.5 Adult Supervision Required Under Twelve (12) Years of Age

Persons under the age of twelve (12) must be under constant supervision of parent or guardian while at the Equestrian Center.

#### EC.2.6 Compliance

The Member is, in all circumstances, responsible for ensuring compliance and is subject to fine or other penalty for any violation(s) by the Member or the Member's family, guests or invitees.

#### EC.2.7 Responsibility for Damages

The Member will also be responsible for the cost-to-repair damage to the Equestrian Center caused by the Member or the Member's family, guests or invitees.

# EQUESTRIAN CENTER (EC)

## **EC.2.8 No Unsafe Behavior and / or Activity**

The Equestrian Center Manager has the authority to stop any activity perceived as unsafe in the Equestrian Center. The Manager has the authority to write a citation or ask the person to leave. Any violation of this rule may result in a progressive fine based upon a first offense, second offense or third offense, as applicable.

## **EC.2.9 Park in Designated Areas for Loading and Unloading Only**

Golf carts and other vehicles are to be parked in designated areas and are allowed around the barn and corral only for loading and unloading of horses, feed or equipment.

## **EC.2.10 Speed Limit**

The speed limit is five (5) miles per hour.

## **EC.2.11 Do Not Feed Horses Other Than Your Own**

For your own safety and the health and safety of the horses, do not feed or pet horses other than your own.

## **EC.2.12 Shoes Required / No Bare Feet Permitted**

Shoes are to be worn by all persons while at the Equestrian Center, no bare feet. Closed toe shoes are recommended when handling any horse.

## **EC.2.13 Pets**

Pets are permitted at the Equestrian Center; however, certain conditions apply as indicated.

**EC.2.13a Leash is Required** - Dogs must be kept on leashes at all times within the Equestrian Center.

**EC.2.13b Owner is Responsible to Clean-Up After Pet** - The pet owner is responsible for cleaning up after their pet. All dog waste must be immediately picked up by the pet owner and deposited in a waste receptacle or other suitable container. Dog waste is defined as a solid waste material.

## **EC.2.14 No Littering / Trash**

Put trash and soda cans in the trash cans or waste receptacles provided. Also be sure to clean-up your horses' waste or clippings.

## **EC.2.15 No Smoking**

No smoking permitted on the premises at any time.

## **EC.2.16 No Alcoholic Beverages**

No alcoholic beverages are allowed on the premises at any time.

## **EC.2.17 No Bicycles**

Bicycles are to be parked in designated areas and are not allowed around the barn and / or corral areas for the safety of the animals.

## **EC.2.18 No Skateboards**

No skateboard riding is allowed.

## **EC.2.19 No Music**

No music allowed except for special events.

# EQUESTRIAN CENTER (EC)

## **EC.2.20 Riding Permitted in Designated Areas Only**

Horses may be ridden in Equestrian Center and on designated Equestrian trails only. Horses are not permitted on the streets or private property except in the tract known as the Rancho Estates.

## **EC.2.21 Authorized Persons Only in Horse Stall Areas**

The living quarter / stall areas of the horses are limited to horse owners, their escorted guests and/or those that have been authorized to interact with the horses by signing the appropriate waivers.

## **SECTION III - EQUESTRIAN CENTER RULES FOR RIDING YOUR HORSE**

These rules have been established for riding your horse at the Equestrian Center. Any violation of the rules may result in an applicable fine.

### **EC.3.1 No Ponying of Horses**

No ponying of horses in the upper or jump arenas when others are riding.

### **EC.3.2 Horses Are To Be Under Saddle**

Horses are to be under saddle (ridden in a saddle, pad or bareback) in a controlled manner at all times in the jumping and flat work arenas, unless hand walking. Horses may be lunged with a rider on the horse under controlled conditions and usually with the purpose of teaching the rider balance. Hand walking horses is permitted only if these arenas are not being utilized by active riders. Should a horse and its rider enter the arena(s), the hand-walked horse must exit immediately. Priority is given to those riding their horse. A parent or guardian may enter the arena on foot for a short time to move jumps or assist their child. Riders may dismount and lunge their horse at a walk or trot for a short time to gain control of their horse. No turn-out or lunging in flat arena or jumping arena.

### **EC.3.3 Direction**

If you are first in the arena, choose your direction. If you are not first and you choose a direction opposite of that being used, take the inside, not the rail. Inside the arena, riders are to pass left shoulder to left shoulder.

### **EC.3.4 Distance**

Keep at least a horse length between your horse and any horse in front of you. If your horse is unruly and you cannot control it, leave the arena. Safety is everyone's responsibility.

### **EC.3.5 Helmets**

Helmets are required under certain conditions.

**EC.3.5a Riders Under Sixteen (16) Years of Age** - All riders under sixteen (16) must always wear a helmet while riding.

**EC.3.5b Jumping** - While jumping, all riders are required to wear safety helmets.

### **EC.3.6 Working Patterns**

If you are working patterns in the arena, stay well away from people working on the rail.

## **SECTION IV - RULES FOR USE OF THE EQUESTRIAN CENTER WITH YOUR HORSE**

As it is important for the safety and courtesy of all, these rules have been established for use of your horse at the Equestrian Center.

# EQUESTRIAN CENTER (EC)

## **EC.4.1 Turn-Out Period**

Horses are to be turned-out only for fifteen (15) minutes at a time in the turn-out arena and the bull pen. Horses being turned-out have priority over horses being ridden in the turn-out arena (unless others are waiting).

## **EC.4.2 Turn-Out Routine**

Only one (1) horse shall be turned-out at a time in the turn-out arena unless at least one (1) owner agrees to turn their horses out together. Not all horses get along.

## **EC.4.3 Keep Gates Closed**

For the safety of all, gates to the arenas and bull pen must be kept closed when in use.

## **EC.4.4 No Unattended Horses**

Horses are never to be left unattended when outside their stalls including when they are turned-out or on the hot walker or wash rack. NOTE: Handlers must be near enough to know if someone is waiting to use certain equipment, arena, etc. that is in use.

## **EC.4.5 Horse Wash Area**

Please dry your horse in an area other than the wash rack if someone is waiting to use it. After you are finished, clean-up all debris so the next person has a neat area in which to work.

## **EC.4.6 Clean-Up After Your Horse**

When in the barn or covered areas at the facility, please clean-up your horses' waste or clippings in the provided waste areas.

## **EC.4.7 No Riding in Barn Aisle-Ways**

Horses are to be kept at a walk around the barn and corral areas and may not be ridden in the barn aisle-ways.

## **EC.4.8 Close and Lock Trail Gate**

The trail gate must be closed and locked at all times when not in use.

## **SECTION V - EQUESTRIAN CENTER POLICY FOR BOARDING AND USAGE**

At the Equestrian Center, the appropriate documentation and forms must be provided for boarding and / or usage.

### **EC.5.1 Documentation Required by CLPOA for Boarding**

These documents are required for boarding.

**EC.5.1a Boarding Agreement** - A Boarding Agreement must be completed.

**EC.5.1b Shot Record** - A copy of the immunization record must be submitted.

**EC.5.1c Bill of Sale** - Bill of Sale must be provided. Refer to the Boarding Agreement for additional information.

**EC.5.1d "Certificate of Liability"** - Owner must produce proof of liability insurance. The "Certificate of Liability" must name the policyholder and this person named must be the Owner. The "Certificate of Liability" must have a minimum liability of \$300,000.00 coverage and name the CLPOA as additional insured with the CLPOA Equestrian Center address.

**EC.5.1e Deposit** - Refer to the Boarding Agreement for additional information.

# EQUESTRIAN CENTER (EC)

## **EC.5.2 Release Required for Boarding and / or Riding**

A release indemnifying the CLPOA is required to be completed and accepted before a horse may be boarded and / or ridden at the Equestrian Center. Both the owner and the rider must have signed such release.

## **EC.5.3 Indemnification Required for Bringing Horses into the Facility**

Horses not currently boarded at the Equestrian Center may be brought in by members with Equestrian privileges provided the following requirements are met:

**EC.5.3a Notice Is Required** - Monday – Friday, 24-hour notice is required. Saturday – Sunday and holidays, 48-hour notice is required.

**EC.5.3b Evidence Of Ownership** - A copy of bill of sale / evidence of ownership is provided.

**EC.5.3c Vaccination Records** - Vaccination records demonstrating the horse has the following current shots are provided: Eastern & Western Encephalomyelitis, Tetanus, Toxoid / West Nile, Influenza / Rhinopneumonitis and Strangles.

**EC.5.3d Certificate Of Liability Insurance** - A Certificate of Liability Insurance for the animal must be submitted demonstrating a minimum of \$300,000 liability per horse, CLPOA listed as additional insured, and both CLPOA addresses:

- Mailing Address: 31512 Railroad Canyon Rd., Canyon Lake, CA 92587
- Equestrian Center: 29221 Longhorn Dr., Canyon Lake, CA 92587

**EC.5.3e Waiver Form** - Appropriate waiver form(s) must be completed and signed.

**EC.5.3f Documentation** - Current documentation for each horse must be on file with CLPOA for day and facility use.

## **EC.5.4 Notification Required for Injury, Accident or Emergency**

Notify Equestrian Center Manager and / or Operations Department immediately in the event of any incident, accident or emergency.

## **EC.5.5 Horse Training**

Training of horses can be done by a qualified person that is approved by the CLPOA. Contact the Equestrian Center Manager or Operations personnel for additional information.

## **EC.5.6 Special Care for Horses**

A “Hold Harmless on Care and Indemnity” Form must be filled out prior to special care for horses.

## **EC.5.7 No Vacancy / Waiting List**

The Canyon Lake Equestrian Center from time to time may be full and require the Association to implement a “Waiting List” for those interested in obtaining a stall. Any member of the CLPOA may be placed on the “Waiting List”; however, certain conditions apply. Contact the CLPOA Office for additional information.

**EC.5.7a Members in Good Standing** - Members must be “Members in Good Standing” to be on the “Waiting List”.

**EC.5.7b Availability** - The “Waiting List” is administered through the CLPOA Office and is on a “first-come, first-served” basis. The “Waiting List” does not reorder if a person passes.

**EC.5.7c Deposit** - A deposit is required to hold a place on the “Waiting List” for the stall being reserved. Deposit will be returned in the event that the member no longer wishes to be on the “Waiting List”.

# GOLF COURSE (GC)

## GOLF COURSE (GC)

**NOTICE TO ALL MEMBERS:** Sections of this Property Owner's Manual include references to certain fees and / or costs that are required to be charged as approved by the Canyon Lake Property Owners Association (CLPOA). Failure to comply with any of these as set forth herein may result in applicable fine(s). For additional information, refer to the Schedule of Fees and Fines.

### SECTION I - INTRODUCTION

The Canyon Lake Golf Shop opened in 1970. The 18-hole golf course and driving range are located off Railroad Canyon Road adjacent to the Canyon Lake Country Club facility. The course features 6000 yards of golf from the longest tees for a par of 71. The course rating is 69.2 and it has a slope rating of 125 on Bermuda grass. The course was designed by Ted Robinson, ASGCA, with most recent renovations by Casey O'Callahan, ASGCA. There is also an adjoining full-service Golf Shop that is open 7 days and has helpful staff to assist golfers with all of their needs. The driving range, Golf Shop and Country Club are open to the public; however, the golf course is private and use is available only to Canyon Lake residents and their guests. Proper golf etiquette should be standard practice at all times.

### SECTION II - GOLF COURSE RULES FOR MEMBERS

Members as herein defined, include a long-term Lessee with lease of one (1) year or more who possesses recreational use rights as defined in Rules and Regulations of the Property Owners CLPOA under leases.

These rules are to be adhered to by all. Any violation of the rules may result in applicable fine(s). Further, any violation of the rules could also result in the loss of golfing privileges.

#### GC.2.1 Use Privileges – Defined

Members in Good Standing are allowed daily use of the golf course and related facilities in accordance with hours, procedures and restrictions, as stated in these rules.

#### GC.2.2 Outside Golf Memberships

Outside Golf Memberships are available to Non-Members of the Canyon Lake Property Owners Association pursuant to the Associations Revocable Membership Agreement. An outside Golf Member in compliance with these rules and all provisions of his / her Revocable Golf Membership Agreement shall also be considered a member in good standing for purposes of golf course and country club facilities use only. No other privileges are afforded to outside Golf Members.

#### GC.2.3 Limitations

The following are limitations for guests of members.

**GC.2.3a Member in Good Standing Required** - Member must be a Member in Good Standing in order to extend golf course use privileges to guests.

**GC.2.3b Maximum Number of Guests Per Member** - Maximum number of guests per member is four (4) at any one time. Exception: The Golf Professional may schedule Member-sponsored coordinated groups of twelve (12) or more.

# GOLF COURSE (GC)

## **GC.2.4 Reciprocal Play (Non-Members)**

Defined as persons who are Members of other private golf courses where reciprocal play privileges are extended.

Reservations are required. Payment of appropriate fees shall be satisfied by the individual at time of check in. Individual must show proof of current membership of said golf entity, at time of play.

**GC.2.4a Cash Only for Fees** Appropriate fees shall be satisfied on individual cash basis only.

**GC.2.4b Proof of Membership** - At time of play, individual must show proof of current membership of said golf entity.

**GC.2.4c Reservations** - Reservations are required.

## **GC.2.5 Non-Members**

The golf course is closed to outside play with the following exceptions:

- Guests of Members.
- Reciprocal play.
- Sanctioned tournament play.
- Member-sponsored / coordinated organized play.
- Non-Members with an approved CLPOA Annual Revocable Golf Membership
- Schools team members.

## **SECTION III - GOLF COURSE RULES FOR USE AND PLAY**

Rules and regulations have been established by CLPOA for use and play. These rules are to be adhered to by all. Any violation of the rules may result in applicable fine(s). Further, any violation of the rules could also result in the loss of golfing privileges.

### **GC.3.1 Registration and / or Payment**

All players must first register in the Golf Shop. The non-Member fee rate will be charged to those unable to show evidence of membership (CLPOA membership card).

### **GC.3.2 Junior Players**

Junior players, unaccompanied by an adult, may play the course provided they can show evidence of knowledge of all safe golfing practices. NOTE: Pro Shop to have written record of evidence.

### **GC.3.3 No Fivesomes**

No fivesomes are permitted without specific permission from the Golf Shop

### **GC.3.4 Practice**

Practice is limited to Practice Facility. Only practice balls supplied by the golf shop are to be used on the driving range. Practice balls, baskets or bags are not to be removed from the Practice Facility.

### **GC.3.5 Stopping**

Persons stopping between nines must check in with the Starter before resuming play.

### **GC.3.6 Falling Behind / Play Through**

Groups falling more than one (1) hole behind must allow following group to play through.

### **GC.3.7 No Fighting or Misconduct**

# GOLF COURSE (GC)

Fighting or misconduct of any kind is subject to applicable fine and suspension of golf privileges.

## **GC.3.8 Refillable Sand Bottles Required**

It is mandatory for all golfers using the golf course to carry refillable sand bottles. This rule applies to all golfers walking or using golf carts.

## **GC.3.9 No Swimming, Fishing or Wading in Golf Course Lakes**

No swimming, fishing or wading is permitted in golf course lakes.

## **GC.3.10 No Pets on Golf Course**

Pets are not allowed on the golf course at any time (on leash or otherwise).

## **GC.3.11 Only Authorized Persons Allowed on Golf Course and / or Cart Paths**

Only authorized golf carts and persons allowed on the Golf Course and/or Cart Paths which include guests of the Country Club, registered golfers, maintenance/supervisory personnel or authorized spectators. Cart paths cannot be used to commute from one side of the Community to the other

## **GC.3.12 Only Authorized Golf Carts Allowed on Golf Course**

- No personal vehicles other than authorized golf carts allowed on golf course.
- No manually or electrically operated bicycles, skateboards, scooters, hoverboards, inline skates, rollerblade skates or other forms of transportation are allowed to be used on the golf course or cart paths
- All golf carts must be registered with the POA

## **GC.3.13 No Pedestrians**

No pedestrians allowed on the golf course or cart paths including walkers, joggers or runners

## **GC.3.14 No Loud Music**

Radios, Stereos and other sound emitting devices shall not exceed an acceptable noise level

## **SECTION IV - GOLF CART RULES**

These rules have been established by CLPOA and are to be adhered to by all. Any violation of the rules may result in applicable fine(s). Further, any violation of the rules could also result in the loss of golfing privileges.

### **GC.4.1 Drivers License Required**

No person without a valid Driver License is permitted to operate any golf cart at any time on the golf course.

### **GC.4.2 Authorized Use Only**

No one shall be permitted to ride in carts without permission from the Pro Shop unless playing golf. A fee may apply.

### **GC.4.3 Stay and / or Park on Cart Path Around Tees and Greens**

Stay and / or park on the cart path around tees and greens. Keep all four (4) tires on cart path at all times.

### **GC.4.4 Maintain Required Distance from Greens**

Golf carts must be kept at least fifteen (15) yards away from greens.

# GOLF COURSE (GC)

## **GC.4.5 Maintain Required Distance from Greens for Carts with Authorized Medical Flags**

Carts with authorized medical flags must go no closer than fifteen (15) yards to greens or tees.

## **GC.4.6 Carts without Turf-Friendly Tires Allowed on Cart Paths Only**

Carts without turf friendly tires must remain on cart path at all times.

## **SECTION V - POLICY FOR HOURS OF OPERATION, OPEN PLAY & CLOSURE**

Weather and conditions permitting, the operating hours of the golf course, pro shop and practice facility shall be set by the Golf Professional, with the concurrence of the General Manager. Any change in operating hours shall be effective immediately upon posting at the Golf Course unless a later effective date is specified in the notice. Hours of operation shall also be noticed to the local membership in the Association's official publication within seven (7) days after the effective date of any change. Rental carts must be returned fifteen (15) minutes prior to sunset.

### **GC.6.1 Open Play**

Open Play pertains to the following:

- Sunday all day (except for tournaments approved by the Golf Professional).
- Monday all day (except for designated maintenance days).
- Tuesday after Women's Club organized play.\*\*
- Wednesday after Men's Club organized play and after Family Club organized play.\*\*
- Thursday before and after Niner's Club organized play.\*\*
- Friday all day (except for tournaments approved by the Golf Professional).
- Saturday all day (except for tournaments approved by the Golf Professional).

*\*\*NOTE: Upon completion and clearing of the #1 Tee, the Golf Professional will schedule open play.*

### **GC.6.2 Closure of Golf Course**

Course will be closed for a full maintenance day each month. Maintenance days will take place on the 2nd Monday of each month. In the event of a scheduling conflict, the General Manager has the authority to change the maintenance day. The course will be closed for 18 days in the fall, usually in late September or early October.

## **SECTION VII - POLICY FOR GOLF TOURNAMENTS**

Approved Tournaments are as follows:

### **GC.7.1 Tournaments**

Tournament requests will be submitted to the Club Professional for approval and scheduling.

## **SECTION VIII - DRESS CODE POLICY**

Appropriate golf attire is required. The Golf Professional shall refuse play or expel from the course during play, anyone who refuses to comply with the following:

### **Golf Attire - Proper golf attire is required for all players:**

**Men:** Shirts with collars and sleeves, slacks or bermuda shorts of mid-thigh length are considered appropriate attire. Mock turtleneck shirts with at least 1.25-inch break are the only non-collar shirts.

Not permitted: tank tops, t-shirts, mesh shirts, sweatpants, warm-up suits, swimwear, gym shorts, or other athletic shorts.

# GOLF COURSE (GC)

**Women:** Dresses, skirts, slacks, mid-length shorts and blouses are considered appropriate golf attire along with sleeveless collared shirts.

Not permitted: halter tops, t-shirts, bare midriffs, cutoff shorts, sweatpants, swimwear, or other athletic shorts.

Denim is not considered proper golf attire for either the golf course or practice facility.

Golf shoes with metal spikes are not allowed, shoes with soft spikes or spike less shoes must be worn.

## SECTION IX - RESERVATIONS PROCEDURE

These procedures are to be followed for making reservations. Methods are as follows:

### GC.9.1 Annual Members

Reservations for starting times may be made up to fourteen (14) days in advance beginning at 6:45 a.m. daily for resident members with an annual membership. All other members may make a reservation ten (10) days in advance. Non-resident annual members may make a reservation seven (7) days in advance.

### GC.9.2 Guests of Members

Reservations must be made by the hosting member. Guests must be accompanied by the hosting member unless the guest is an outside annual golf member.

## SECTION X - CHECK IN PROCEDURE

All players must register in the Pro Shop fifteen (15) minutes in advance of starting time and present proper identification upon request. All guests must be registered prior to check-in.

## SECTION XI - GOLF CART RENTAL PROCEDURE

These are the procedures for golf cart rental.

- In order to rent a golf cart, a golf cart rental agreement must be properly executed.
- Driver must have a valid Driver License and must be eighteen (18) years of age or older.

## SECTION XII - TEMPORARY MEDICAL FLAG PROCEDURE

These are the procedures for temporary medical flag. A temporary medical flag may be obtained from the Golf Professional by providing one of the following:

- Presenting a Department of Motor Vehicles (DMV) handicap placard validated by Drivers License.
- Presenting a DMV certification form completed and signed by an authorized physician for individuals not holding a valid Driver License.
- A letter confirming a medical problem signed by a doctor.

A daily temporary medical flag may be issued at the Golf Professional's discretion and must be returned to the golf shop at the end of the round.

## SECTION XIII - GOLF COURSE MARSHAL'S PROCEDURE FOR ENFORCEMENT OF RULES & REGULATIONS

The Canyon Lake Golf Course is a private golf course for residents of Canyon Lake. Non-residents may play golf if they are sponsored by a resident of Canyon Lake. The sponsoring resident is responsible for their guests at all times, and is ultimately responsible for all actions and fines of their guests.

## **GOLF COURSE (GC)**

The duties of the Golf Course Marshals are to ensure that the rules and regulations of the CLPOA are upheld and that the approved golf course policy is met and to ensure proper speed of play.

### **GC.13.1**

It is proper for the Golf Course Marshals to issue citations; however, it should always be the intent to gain conformity with the rules and regulations.

### **GC.13.2**

A copy of the CLPOA Rules and Regulations should be in the Marshals' possession at all times and should quote the rule to the violator. If the necessary result is not achieved, proceed with the appropriate action.

# HAPPY CAMP (HC)

## HAPPY CAMP (HC)

**NOTICE TO ALL MEMBERS:** Sections of this Property Owner's Manual include references to certain fees and / or costs that are required to be charged as approved by the Canyon Lake Property Owners Association (CLPOA). Failure to comply with any of these as set forth herein may result in applicable fine(s). For additional information, refer to the Schedule of Fees and Fines.

### SECTION I - INTRODUCTION

Happy Camp is located at the southern end of Longhorn Drive. Happy Camp is a 3.62 acre campground established for Canyon Lake members and their guests. In addition to multiple leveled sites (some with full hookups), other amenities include:

- Boat Docks
- Fishing
- Gas Dock
- Horseshoe Court
- Laundry Area
- Lighted Parking
- Roped Swimming Area
- Shaded Picnic Areas
- Showers
- Restrooms

For additional information about Happy Camp, please go to the CLPOA website.

### SECTION II – HAPPY CAMP POLICY FOR SECURING A SITE

As it is important for fairness and courtesy to all, this policy has been established by CLPOA for securing a site at Happy Camp.

#### HC.2.1 Availability

Happy Camp is available to members and their guests only. Sites may be secured through the online Happy Camp reservation system with rates varying by season. Only a member may secure a space.

#### HC.2.2 Requirements

Reservations may be made up to (6) six months in advance, prior to date of arrival to secure availability. Reservations may be made by use of online reservation or in person with a campground attendant and paid for in full at the time the reservation is made. There are no telephone reservations. To secure a site, the member must provide: a deposit, name, tract and lot number and dates of arrival and departure. Deposits and camping fees are non-refundable.

#### HC.2.3 Conditions for Reserving Spaces

Reservations may be made through the online Happy Camp reservation system, no telephone reservations. The Member and / or guest will not be permitted to place any of their personal belongings or camping equipment at any space prior to the check-in date and time. A non-refundable deposit is required to reserve a space.

#### HC.2.4 CLPOA IS NOT Responsible for Accidents, Injuries, or Loss of Property

# HAPPY CAMP (HC)

The equipment, apparatus and facilities furnished are solely for the convenience of campers and guests, and all persons using same do so at their own risk. The CLPOA will not be responsible for accidents, injuries or loss of property by fire, theft, wind or any other act of nature.

## **SECTION III - HAPPY CAMP RULES FOR SECURING A SITE AND OCCUPANCY**

Violations of the Happy Camp rules may result in a fine and / or expulsion from the Happy Camp facilities without a refund.

### **HC.3.1 Members in Good Standing**

Members must be “Members in Good Standing” to utilize Happy Camp or have a guest utilize Happy Camp. Members must show current CLPOA card, and all guests must have current guest pass to use Happy Camp.

### **HC.3.2 Registration / Payment**

All campers must register at the Happy Camp office on arrival. Camp fees are posted at the park and must be paid in advance. [Refer to paragraph HC.3.4 for additional information on check-in after office hours.]

### **HC.3.3 Payment is Required for Multiple Sites**

When a CLPOA Member has more than one (1) site (on a space available basis only), the Member must pay for all sites at the same time. The Prime Member is limited to two (2) sites May 15th through September 14th with the exception of Fourth of July.

### **HC.3.4 Check-In**

Check-in time is from 1 pm on your day of arrival. If camping fees are not paid, all vehicles in the camp site are subject to towing at owner’s expense and personal property will be removed at the same time.

### **HC.3.5 Receipt**

The receipt provided with the checkout dates must be visible in the window of the camping unit. A parking pass will be provided for two vehicles and / or extra vehicles towed in, as authorized.

### **HC.3.6 Occupancy**

One (1) camp unit per site. Maximum eight (8) individuals per site.

### **HC.3.8 Check Out Time**

Check out time is by noon. Late check out may be available with the approval of the Happy Camp Manager, but before 6 p.m. Late check out, if available, will be an additional charge.

### **HC.3.9 Overstaying**

A fine will be imposed for overstaying without checking back into the Happy Camp Office.

### **HC.3.10 Stay Limits**

No camper will be permitted to stay at Happy Camp for a period that exceeds sixteen (16) days. A forty-eight (48) hour intermission must precede another stay of any length up to a maximum of sixteen (16) days. The camping guest and RV must exit campground at conclusion of (16) day stay and shall not be permitted back until the conclusion of the (48) hour intermission. EXCEPTION: Prime and Associate Members with homes under construction will be allowed to stay at Happy Camp without intermission during the construction period up to a maximum of six (6) months. These Members are limited to camping

# HAPPY CAMP (HC)

in designated non-waterfront sites, and excludes major summer holidays (Memorial Day, 4th of July, and Labor Day). All extended stays must be approved by the General Manager and/or Director of Operations.

## **HC.3.11 Non-Compliance**

Non-compliance with any of the Happy Camp rules shall constitute immediate expulsion from current and future stays at Happy Camp. No refunds.

## **SECTION IV – HAPPY CAMP RULES FOR USE OF FACILITY**

The Happy Camp rules for use of the facility have been established for the protection and safety of members and their guests. These rules are to be adhered to by all.

### **HC.4.1 Restricted Areas**

Keep off designated or restricted areas. Use designated walkways and avoid walking through other campsites.

### **HC.4.2 Quiet Hours**

Quiet hours are 10 p.m. to 8 a.m. (including generators). No amplified speakers, loud radios, televisions or disturbances at any time.

### **HC.4.3 Vehicle Parking**

Vehicle parking is permitted in designated areas only. No parking on roadways within or leading to Happy Camp. No parking in other sites unless member has registered the vehicle and paid for the space.

### **HC.4.4 No Parking or Storing Boat Trailers**

No boat trailers may be parked or stored at Happy Camp.

### **HC.4.5 Speed Limit**

Park speed limit is five (5) miles per hour.

### **HC.4.6 Minors / Curfew**

No person(s) under the age of eighteen (18) may stay in the park overnight unless accompanied and / or supervised by an adult twenty-one (21) years of age or older. It is required that children eight years (8) years of age or younger be under the direct supervision of a responsible adult at all times. Curfew for minors is 10 p.m. Minors must be under direct supervision of an adult at all times after 10 p.m.

### **HC.4.7 Pet Requirements**

Pets are permitted at Happy Camp; however, certain conditions apply as indicated.

**HC.4.7a Leash is Required** - Pets must be kept on a maximum six (6) foot leash at all times.

**HC.4.7b No Barking Dogs** - Barking dogs are not tolerated.

**HC.4.7c No Pets on Beach Areas, Docks and / or Slopes Leading to Beach and Lake** - Pets are not permitted on the beach areas, docks and /or slopes leading to the beach and lake or in the lake itself.

**HC.4.7d No Pets in Restroom or Laundry Area** - No pets permitted in restrooms or laundry area.

**HC.4.7e Owner is Responsible to Clean-Up After Pet** - The pet owner is responsible for cleaning up after their pet. All solid dog waste must be immediately picked up by the pet owner and deposited in a waste receptacle or other suitable container. Dog waste is defined as a solid waste material.

### **HC.4.8 No Loud / Amplified Music**

# HAPPY CAMP (HC)

No loud / amplified music will be permitted (e.g. large portable speakers used for parties). All members and / or guests must follow noise ordinance and quiet hours. CLPOA has adopted Ordinance No. 101 from the City of Canyon Lake's Municipal Code, Chapter 11.30, Regulating Noise as the basis for this rule.

## **HC.4.9 No Open Fires**

No open fires are permitted except in an approved fire pit. Charcoal grills and hibachis on ground only and must not be placed on CLPOA property (e.g. picnic tables).

## **HC.4.10 No Littering / Trash**

Any trash on the ground is considered littering. All trash is to be placed in the designated trash bins. Fire rings are not trash bins.

## **HC.4.11 No Glass Containers**

No glass containers permitted outside of the campsite.

## **HC.4.12 No Clotheslines**

Clotheslines are not allowed.

## **HC.4.13 No Vehicle Washing**

No vehicle washing is permitted.

## **HC.4.14 Securing Boats Overnight**

Only registered campers may moor one (1) CLPOA registered boat overnight at the Happy Camp docks and / or beach.

## **HC.4.15 Reporting Leaks**

All leaks discharged by campers, vehicles or any sites must be reported to the Happy Camp Manager. Water or sewer leaks must be repaired within two (2) hours or leaking vehicle must be removed from the park.

## **HC.4.16 Responsibility for Damages**

The CLPOA Member will be required to pay for damages they or their guest may cause to property: damage to faucets, water pipes, picnic tables, electric boxes, cable television receptacles, vent pipes, etc., and any supplies removed from the restrooms or laundry room.

## **SECTION V - HAPPY CAMP POLICY FOR RESERVATIONS ON HOLIDAY WEEKENDS**

This policy has been established by CLPOA for reservations at Happy Camp on holiday weekends including Memorial Day, Independence Day (July 4th) and Labor Day.

### **HC.5.1 Availability**

Sites may be secured by use of online reservation or in person with campground attendant (with the exception of the 4<sup>th</sup> of July) and paid for in full at the time the reservation is made. Only a member may secure a space.

### **HC.5.2 Requirements**

Reservations may be made fourteen (14) days in advance of the holiday weekend for Memorial Day and Labor Day (weekends beginning on Friday). For Independence Day (July 4th), Happy Camp will hold a "Lottery Style" drawing for members to secure a space. Additional conditions apply as follows:

# HAPPY CAMP (HC)

**HC.5.2a** - Happy Camp will hold a “lottery style” drawing each year at least one (1) week preceding the 4th of July holiday to assign sites.

**HC.5.2b Date and Time** - Notification of the date and time will be published in advance.

**HC.5.2c Members in Good Standing** - Members must be “Members in Good Standing” to participate in the drawing.

**HC.5.2d Must be Present in Person / Sign-In** - The Prime or Associate Member, or an authorized agent of the Member shall be present and must sign-in on the day of the drawing.

**HC.5.2e One (1) Site Per Tract / Lot** - Only one (1) site permitted to be secured per tract / lot.

## **HC.5.3 Deposit**

Deposit for all days must be made at the time reservation is made for Memorial Day, Labor Day and Independence Day whenever the holiday falls on a 3-day weekend (3-day minimum stay, a fee per day, per site). Deposits and camping fees are non-refundable.

## **SECTION VI - HAPPY CAMP POLICY FOR GROUP RESERVATIONS (SEPTEMBER 15TH TO MAY 15TH)**

This policy has been established by CLPOA for group reservations (September 15th to May 15th).

### **HC.6.1 Availability**

A member is entitled to sponsor / reserve up to thirty (30) Happy Camp sites to accommodate said guests.

### **HC.6.2 Requirements**

A member does not have to stay at Happy Camp with their guest as long as the member authorized their guests' stay. Guests' unpaid fees and / or fines, if any, will be levied to the member's account.

### **HC.6.3 Conditions**

All campers and guests will abide by the rules and reservations policies set forth by CLPOA. The member under whose name their guests are registered shall be responsible for any damages caused by and / or any fines assessed against their guests. Happy Camp fees are subject to change. Fee structure may be obtained from CLPOA Office or Happy Camp Staff.

# LAKE & MARINA (LM)

## LAKE & MARINA (LM)

**NOTICE TO ALL MEMBERS:** Sections of this Property Owner's Manual include references to certain fees and / or costs that are required to be charged as approved by the Canyon Lake Property Owners Association (CLPOA). Failure to comply with any of these as set forth herein may result in applicable fine(s). For additional information, refer to the Schedule of Fees and Fines.

### SECTION I - INTRODUCTION

The lake was originally formed after Railroad Canyon Dam was built. Construction of the dam started in 1927 and was completed in 1929. The lake, which was created by the dam, had been filled by rainwater coming from the San Jacinto Mountains and surrounding valleys until a 1955 agreement between the Elsinore Valley Municipal Water District and Temescal Water Company brought a more stable supply to the reservoir.

At present, the lake covers 500 acres and has 14.90 miles of shoreline. The minimum level of the lake is 1,372.00 M.S.L. and the spill level of lake is 1,381.76 M.S.L.

CLPOA currently leases the lake's surface rights for the enjoyment of its membership. Lakeside parks, swimming areas, fishing "holes", beaches, a slalom course, a jump lagoon, a gas dock, and rental slips make the lake a busy place.

To accommodate fishermen, CLPOA also stocks the lake with a generous supply of catfish and bass which accompany the existing crappie and bluegill.

### SECTION II - LAKE & MARINA RULES AND REGULATIONS FOR REGISTRATION

Responsibility for safety and conformance to rules rests upon the Prime Member, Spouse or eligible Lessee ("Member"). An eligible lessee is defined as eligible for boat registration with a minimum of one (1) year lease and an authorization from filled out by the Prime Member relinquishing boating rights to the named Lessee.

When registering a boat, a member will be required to sign an agreement that he / she has read and understands the Lake and Marina Rules and Regulations in this document. Further, it is the responsibility of the Member to assure that any operator of his / her boat has read and understands these Rules and Regulations, as well.

Boat registration may be processed by mail or through the Member Services department.

#### **LM.2.1 Annual registration is required by CLPOA**

#### **LM.2.2 Boat Operation, Registration, Indemnification and Release Agreement Required by CLPOA**

The Boat Operation, Registration, Indemnification and Release Agreement must be reviewed and signed by the Member in order to register any boat or watercraft.

#### **LM.2.3 Documentation and Payment Required**

Proper documentation and payment of the registration fee are required.

# LAKE & MARINA (LM)

## **LM.2.4 Member in Good Standing Required**

Only an eligible Member in good standing may register a boat or any other watercraft.

## **LM.2.5 Current and Displayed Registration is Required with State for ALL Motorized Boats and Boats Larger than Eight (8) Feet in Length Propelled Solely by Sail**

All motorized boats and boats larger than eight (8) feet in length propelled solely by sail must be state registered and must display current stickers on both sides of the bow. The Member must appear as a registered owner on current State registration.

## **LM.2.6 Registration is Required by CLPOA on Vessels Twenty-One Feet Six Inches (21'6") or Less for Use on the Lake**

All vessels motorized and non-motorized, with the exception of paddleboards, must be registered with the CLPOA and must display current CLPOA registration stickers on both sides of the bow. Motorized vessels may not exceed a length of twenty-one feet six inches (21'6"). Any unregistered vessel which requires registration found on the lake is subject to a fine.

## **LM.2.7 Boats Requiring Registration Found Setting At or On a Homeowners Dock or ON a Lift Above the Water are Subject to Fine if Unregistered**

All unregistered boats, sailboats and/or other water device that requires registration found sitting at or on a homeowner's dock or on a lift above the water will be subject to a fine.

## **LM.2.8 Requirements for Boats Exceeding Ten (10) Horsepower**

A maximum of two (2) boats may be registered per property, one of which may be over 70 horsepower.

## **LM.2.9 Proof of Insurance Required by CLPOA for Motorized Boats**

A Certificate of Liability Insurance for motorized boats must be submitted. The Certificate of Liability Insurance must reflect specific information as required by CLPOA. These are the requirements that must be met:

**LM.2.9a CLPOA Requirements for Issuance of Certificate of Liability** - It is required by CLPOA that the certificate must name the policyholder and this person named must have the boating rights.

**LM.2.9b Certificate of Liability Coverage Requirements / CLPOA Named as Additional Insured** - It is required that the certificate of insurance identifies the following: effective dates of policy, policy number, a description of the vessel, minimum \$300,00 liability coverage and the CLPOA named as additional insured with the CLPOA address.

**LM.2.9c Canceled / Expired Policy** - If the policy becomes canceled or expired the member shall provide the CLPOA proof of valid insurance prior to a lapse in coverage. Failure to comply may result in a fine and / or revocation of privileges.

## **LM.2.10 Safety Certificate Required by CLPOA**

A Safety Certificate issued by Marine Patrol must be submitted at time of registration for all boats that are required to register with the state. This procedure must be renewed every two (2) years or if the boat is sold / change of ownership occurs.

## **LM.2.11 Change of Ownership**

Change of ownership of any boat registered with CLPOA must be reported within ten (10) days to the Corporate Administrative Office. Canyon Lake decals must be removed and turned in to CLPOA. New owners will need to re-register the boat into their name and tract / lot.

# LAKE & MARINA (LM)

## SECTION III - LAKE & MARINA RULES FOR NON-OPERATION

A Watercraft Non-Operational Agreement or non-operational permit will be issued upon entering the gate. Boats within Canyon Lake under a non-operational permit will not be allowed on or above the water. Member must complete and sign the Watercraft Non-Operational Agreement for any boat or watercraft that has not been properly registered with CLPOA before it may enter the community.

Additionally, the member agrees that the boat or watercraft will not be operated or maintained on or above Canyon Lake waters at any time until it becomes currently registered and / or until CLPOA requirements are fully complied with. [For additional information, refer to Section X paragraph LM.10.7].

## SECTION IV - LAKE & MARINA RULES FOR SPECIAL EVENTS AND TEMPORARY BOAT LAUNCHING

Written permission from the CLPOA General Manager is required for any non-CLPOA registered boat that is brought into Canyon Lake for any special event.

In the event a Member of CLPOA with boating privileges takes possession of a boat delivered without a trailer that must be launched at the time of delivery before the Member can obtain CLPOA registration, these rules have been established to deal with these situations. NOTE: Any boat will still be subject to all required inspections before entering into Canyon Lake waters regardless of whether it is being delivered by the dealer. [For further information, refer to Section X and Section XI].

Member / Owner must follow these procedures:

### LM.4.1 Obtain Temporary Boat Launching Pass as Required by Marine Patrol

The Member must first obtain a Temporary Boat Launching Pass from Marine Patrol.

### LM.4.2 Documentation Required by Marine Patrol

The Member must submit a copy of the required state registration and complete a boat safety inspection.

### LM.4.3 CLPOA Provisional Use for Temporary Boat Launching Pass

A Temporary Boat Launching Pass will be issued on a provisional basis only. This pass will be valid for a period of forty-eight (48) hours. The boat must be driven directly to a dock and cannot be used for pleasure or otherwise.

### LM.4.4 CLPOA Terms and Limitations

If registration with CPLOA has not been obtained within forty-eight hours (48) hours, the boat must be removed from the lake.

## SECTION V - LAKE & MARINA SAFETY RULES

These safety rules have been established to protect and maintain the essential use of the lake and enjoyment for all.

### LM.5.1 No Domestic Animals Allowed in CLPOA Waters

No domestic animals are permitted in CLPOA waters.

### LM.5.2 Restrictions for Swimming, Snorkeling, Skin Diving and / or Use of Small Flotation Devices

Swimming, snorkeling, skin diving and use of small flotation devices shall not go beyond fifty (50) feet from shore and are prohibited on the Main Lake Ski Area. Exception: Members who have anchored their

# LAKE & MARINA (LM)

boat within a 5 MPH zone away from boat traffic lanes may swim / float within the immediate area surrounding their boat.

## **LM.5.3 No Swimming Allowed in Tunnels**

No swimming in tunnels.

## **LM.5.4 No Flotations Allowed to Block Access**

No flotation devices may be placed so as to block ingress / egress to any location or vessel.

## **LM.5.5 No Jumping or Diving Permitted from Canyon Lake Common Docks and / or Causeways**

Jumping or diving into the water from any Canyon Lake common docks and causeways is prohibited.

## **LM.5.6 No Scuba Diving without Approval from Marine Patrol**

All scuba diving prohibited unless approved by Marine Patrol.

## **LM.5.7 No Littering**

Littering is prohibited in Canyon Lake.

## **SECTION VI - LAKE & MARINA SAFE OPERATION AND BOATING RULES**

These boating rules have been established for safety and security purposes. These rules must be followed as well as the rules outlined in the previous sections, as applicable.

Violation of these rules and regulations may result in the removal of any boat from the lake at the owner's and / or responsible Members expense.

### **LM.6.1 CLPOA IS NOT Responsible for Loss or Damage to Boats**

The CLPOA does not under any circumstances assume responsibility for loss or damage to boats.

### **LM.6.2 Water Vessels are Subject to Safety Inspection**

All water vessels are subject to a safety inspection at any time.

### **LM.6.3 Follow Marine Patrol Directives**

All Lake users must abide by Marine Patrol directives, written or verbal. NOTE: The Marine Patrol Captain may, at his / her discretion, make temporary changes to the Lake Use Rules to ensure the health and safety of all Lake users.

### **LM.6.4 Requirements for Notification to Marine Patrol or CLPOA for Accidents, Injuries and / or Other Emergencies**

Boating accidents involving bodily injury must be reported within twenty-four (24) hours to the Marine Patrol or CLPOA. Documentation may be obtained from Marine Patrol. Additional notification will be required as follows:

**LM.6.4a Reporting Requirements for A Death, Disappearance or Major Injury** - The State of California requires a boat owner / operator to submit a report within forty-eight (48) hours to the State Parks Division of Boating and Waterways in case of death occurring within twenty-four (24) hours of an accident, disappearance, or injury beyond first aid.

**LM.6.4b Damage in Excess of \$500.00 and / or Loss of Vessel** - The State of California requires a boat owner / operator to submit a report within ten (10) days to the State Parks Division of Boating and

# LAKE & MARINA (LM)

Waterways in case of death occurring twenty-four (24) hours after an accident, property damage exceeding \$500.00 and / or loss of a vessel.

## **LM.6.5 Fenders Required for Protection of Other Boats and / or CLPOA Property**

All boats shall be equipped with fenders adequate to protect other boats and CLPOA property.

## **LM.6.6 Maximum Load / Weight Capacity**

Load capacity (passengers and / or weight) must not exceed Coast Guard standards for any boat. NOTE: Length times width divided by fifteen (15) is the approximate number of persons allowed.

## **LM.6.7 Main Lake Ski Area Speed Limit**

Main Lake ski area, North Lake ski area, and Jump Lagoon have a speed limit of thirty-five (35) miles per hour during almanac hours sunrise to sunset, five (5) miles per hour during almanac hours sunset to sunrise and during times of restricted visibility. East Bay, coves, and all other areas: five (5) miles per hour / no wake at all times.

## **LM.6.8 Temporarily Restricted Speeds**

Temporarily Restricted Speeds: A RED FLAG flying from Holiday Harbor, designated Mast Heads or Buoys, signifies that Main Lake is CLOSED. A YELLOW FLAG flying signifies use CAUTION. Restricted to five (5) miles per hour.

## **LM.6.9 California Boater Card Requirements for Boat Operation**

A person sixteen (16) years of age and above may operate a powerboat. All boaters, regardless of age, must carry a California Boater Card when operating on CLPOA waterways.

## **LM.6.10 Lifejackets Required for All Minors Under Thirteen (13) Years of Age**

All persons under thirteen (13) years of age must wear a U.S. Coast Guard approved lifejacket recommended for their weight while in any vessel that is underway.

## **LM.6.11 Noise Level Limits**

Noise level limits have been established for both boats and for boaters playing music. Excessive noise will be determined by Marine Patrol.

**LM.6.11a Noise Pollution Standards** - Noise Pollution: No boat shall operate with excessive noise. Motors must be equipped with adequate water-cooled and water-muffled systems. The acceptable decibel level for engines manufactured before January 1, 1993 is 90 dBA. For engines manufactured on or after January 1, 1993, the level is 88 dBA.

**LM.6.11b No Excessively Loud Music** - Radios, stereos and other sound emitting devices shall not exceed an acceptable noise level.

## **LM.6.12 Right of Way**

All boats must yield to Marine Patrol vessels when emergency lights are flashing. A sailboat has the right of way over a powerboat in all situations except when the sailboat is overtaking the powerboats and when a powerboat has another vessel in tow, in which case, the sailboat must yield. Powerboats towing skiers or similar devices have the right of way over other powerboats.

## **LM.6.13 Follow Counter-Clockwise Pattern**

All boats shall follow a counter-clockwise pattern, keeping shoreline on the right at all times. Any boat NOT towing a skier may cut across the high-speed area, but must yield right of way to all boats operating

# LAKE & MARINA (LM)

in the counter-clockwise pattern. No 180-degree or 360-degree turns except as required by ski pattern or skier pick-up.

## **LM.6.14 Slow Moving Craft Required to Stay Close to Shoreline**

When motorized boats are present in the 35 mph zones, slow moving craft are required to stay within 100 feet of the shoreline. Slow moving craft are allowed within all 5 mph zones.

## **LM.6.15 Use of Water Devices**

Use of water devices is allowed in designated areas only. Persons may be towed on a flotation device at five (5) miles per hour in the areas not designated for water skiing. Coast Guard approved lifejackets must be worn at all times by the person(s) being towed. NOTE: Use of all water devices is subject to the discretion of the Marine Patrol.

## **LM.6.16 Boat Towing**

When towing a boat, the boat towing shall prominently display a Red or International Orange Flag. All boating traffic shall stay at least one-hundred (100) feet from boats in tow. When towing another boat, tow ropes must be at least twenty-five (25) feet and maximum fifty (50) feet in length. Maximum speed when towing a boat is five (5) miles per hour.

## **LM.6.17 No Towing Permitted between Almanac Sunset and Sunrise**

Towing of any device is prohibited during hours between almanac sunset and sunrise and during times of restricted visibility.

## **LM.6.18 Navigation Lights Required between Almanac Sunset and Sunrise**

All vessels, including boats, rowboats, kayaks, canoes and any other vessel permitted to be on the lake at night, are required to display navigation lights between almanac sunset and sunrise and during times of restricted visibility.

## **LM.6.19 Docked Boats**

All docked boats must be secured. All docked boats must not impede the navigational waterway of any cove. Boats adrift may be impounded at Owner's expense.

## **LM.6.20 Conditions for Docking or Anchoring Boats**

Association docks, parks and / or common facilities are available for docking or anchoring with a properly registered boat during regular park hours. A Member staying at the Happy Camp (Happy Camp) may use the Happy Camp docks for overnight boat docking. NOTE: No other CLPOA docks may be used for this purpose.

## **LM.6.21 Lodge Rental Docks Restricted to Slip Holders**

Lodge rental docks are restricted to slip holders and their guests.

## **LM.6.22 No Boats Allowed to Anchor, Drift or Come to Rest In between Center Line Buoys or within Twenty (2) Feet of Buoys in the East Bay**

No boats shall be allowed to anchor, drift, or come to rest in between the center line buoys or within twenty (20) feet of any buoy in the East Bay.

## **LM.6.23 No Access Permitted on Lake between Float Line Barrier and Dam**

All access is prohibited on lake between the float line barrier and the Dam.

# LAKE & MARINA (LM)

## **LM.6.24 Requirement for Passing Mid Channel Buoys**

Mid channel buoys must be passed on the boat's port (left) side.

## **LM.6.25 No One Permitted to Tie Up To, Move or Damage CLPOA-Owned Buoys**

No one shall tie up to, move or damage any CLPOA-owned buoy.

## **LM.6.26 No Personal Anchor Buoys for Docking Boats between Almanac Sunset and Sunrise**

The use of personal anchor buoys for docking a boat is prohibited during almanac hour's sunset to sunrise, except at the Happy Camp.

## **LM.6.27 No Cleaning, Painting or Repairing Boats, Equipment or Items on CLPOA Property**

Common docks, common beaches and /or other CLPOA common property shall not be sites for cleaning, painting or repairing boats, equipment or items of any kind including private dock assembly.

## **LM.6.28 Requirement for Removal and / or Clean-up of Sunken Vessel**

Registered owners of vessels are responsible for removal of any sunken vessel. Any vessel that sinks in Canyon Lake waters shall be removed within forty-eight (48) hours or the CLPOA will have the vessel removed at the Member's expense. The vessel may be impounded until the fees are paid. Member is responsible for the cost of any clean up.

## **LM.6.29 Towing Through Tunnel**

Towing of occupied flotation devices through the causeway tunnel is prohibited.

## **SECTION VII - LAKE & MARINA RULES FOR MOTORIZED BOAT OPERATION**

The following motorized boat operation rules have been established by CLPOA and must be adhered to, in addition to the rules outlined in the previous sections, as applicable.

Violation of these rules and regulations may result in the removal of any boat from the lake at the owner's and / or responsible Members expense.

## **LM.7.1 No Jet Skis, Motorized Boards and / or Personal Motorized Water Craft Allowed**

Jet skis, motorized boards and personal motorized water craft are prohibited on Canyon Lake waters.

## **LM.7.2 No Boats Permitted Over Twenty-One (21'6")**

Boats over twenty-one feet six inches (21'6") in length or exceeding six thousand (6,000) pounds in dry weight are prohibited for use on Canyon Lake. All boats (existing and new) may be required to be physically measured by CLPOA to make certain they comply with the Association's boat length limitation and Manufacturer's specification documentation before the registration certificate can be issued.

## **GRANDFATHER CLAUSE FOR BOAT LENGTH**

Any boat currently registered with the CLPOA as of October 4, 2022 that exceeds the length or weight limitation will continue to be allowed to be registered for use in the CLPOA until sold, removed, or transferred to another owner.

### **LM.7.2a Guidelines for Measuring Non- Pontoon Boats (including Sail Boats, Pickle Forks, etc)**

- o Boats are to be measured from front most point of bow to stern.
- o All swim steps shall be excluded from the measurement.

## **LAKE & MARINA (LM)**

o All motors and out drives shall be excluded from the measurement.

### **LM.7.2b Guidelines for Measuring Pontoon Boats**

- o Pontoon Boats shall be measured by the surface deck from front to back.
- o All pontoon flotation devices shall be excluded from the measurement.
- o All motors and out drives shall be excluded from the measurement.

### **LM.7.3 No Reckless or Negligent Behavior Allowed while Operating a Motorized Boat**

No person shall operate any vessel or any other water device in a reckless or negligent manner so as to endanger the life, limb or property of any person. This includes, but is not limited to, riding on the bow, gunwale, or transom of a vessel underway, entering a marked swim area or creating excessive wakes.

### **LM.7.4 All Powerboats Required to Operate from the Primary Operator's Station**

All powerboats must be operated from the primary operator's station only. All occupants, except the operator of the boat, must be properly seated when boat is operating at speeds over five (5) miles per hour.

### **LM.7.5 Lifejackets and Equipment Required for Motorized Sailboats and Motorboats**

Motorized sailboats and motorboats must have one (1) Coast Guard approved lifejacket per person on board. In addition, one (1) whistle or horn, approved navigation lights, one (1) Type B-1 Coast Guard approved fire extinguisher, one (1) paddle or oar, one (1) red or international orange flag and one (1) Coast Guard approved throwable Type IV flotation device. For carbureted engines, one (1) backfire flame control device (carburetor arrester) that must be Coast Guard approved or comply with SAE J-1928 or UL 111 standards.

### **LM.7.6 No Water Diverting Devices Allowed**

The use of water diverting devices to emit rooster tails is prohibited.

### **LM.7.7 No Buzzing or Wetting Down Others Permitted**

Buzzing or wetting down others is prohibited.

### **LM.7.8 No Remote Controlled Watercrafts Exceeding Fifteen (15) Miles Per Hour Allowed on Lake**

Remote controlled watercrafts that exceed fifteen (15) miles per hour are prohibited on Canyon Lake.

## **SECTION VIII - LAKE & MARINA RULES FOR NON-MOTORIZED BOAT OPERATION**

These non-motorized boat operation rules have been established by CLPOA and must be followed, in addition to the rules outlined in the previous sections, as applicable.

### **LM.8.1 Lower Sails and Secure Sailboats Required at Dock Areas**

Sailboats must have sails lowered and be well secured while at dock areas.

### **LM.8.2 Lifejackets Required by All Persons**

Non-motorized sailboats, rowboats, kayaks, canoes, paddle boards and pedal boats require one (1) approved lifejacket for each person on board. Persons under thirteen (13) years of age must WEAR a lifejacket.

### **LM.8.3 Lifejacket Required for Windsurfers**

Windsurfers - One (1) Coast Guard approved lifejacket must be worn while operating windsurfer. NOTE: Use is prohibited between almanac hours sunset to sunrise.

# LAKE & MARINA (LM)

## SECTION IX - LAKE & MARINA RULES FOR SKIING, WAKEBOARDING AND SIMILAR WATERSPORTS

These rules for skiing, wakeboarding and similar watersports have been established by CLPOA and must be followed, in addition to the rules outlined in the previous sections, as applicable.

### LM.9.1 No Watersports Allowed between Almanac Sunset and Sunrise

All skiing / riding is prohibited during the hours between almanac sunset and sunrise.

### LM.9.2 Lifejackets Required for All Skiers or Riders

All skiers / riders are required to wear a type I, II, III, or V Coast Guard approved personal flotation device. A person engaged in slalom, barefoot, jump, or trick skiing may elect to wear a water ski wetsuit instead, however, one of the aforementioned flotation devices must be onboard.

### LM.9.3 Maximum of One (1) Skier or Rider Per Boat

Maximum of one (1) skier or rider may be towed at any time per boat

### LM.9.4 Follow Counter-Clockwise Ski Pattern

Ski-pattern is counter-clockwise only. No cross lake skiing / riding, no skiing / riding within any cove and no skiing / riding into or out of any beach. No 180-degree or 360-degree turns except as required by ski pattern or skier / rider pick-up.

### LM.9.5 Ski Pattern Turns

Main lake skiers / riders must follow ski pattern turns in front of Skipper's Island at the South end of the Lake and at the North end of the Lake at orange buoys.

### LM.9.6 Requirements for Observers

A competent person, twelve (12) years of age or older, must serve as observer and be in a position to observe skier / rider at all times and must hold a red or an international orange flag and must be visible within a 360-degree area, while skier / rider and / or ski rope is in the water. NOTE: Specifications for the red or international orange flags are 12" x 18" with a 24" handle.

### LM.9.7 Requirements for Down Skier / Rider

When a skier / rider is down, display the red or international orange flag, check traffic carefully, throttle back to slow, driver must make left hand turn, circling around and behind skier / rider bringing rope around and behind person in water. Note; rule is suspended if skier is in danger or threatened by other watercraft.

### LM.9.8 Observant Drivers Required

Boat drivers must constantly watch for other boats, skiers / riders and debris, and alert their own skiers / riders by raising arm and pointing to obstruction. Observers in ski boat must` constantly watch to alert their own skier / rider, also.

### LM.9.9 Maintain Safe Distance from Docks

Stay at least fifty (50) feet from docks when pulling a skier / rider.

### LM.9.10 No Start or End at Dock

No skiing / riding may start or end at a dock.

# LAKE & MARINA (LM)

## **LM.9.11 Safe Distance Required for Towing**

All boats towing riders on any type of watersports device shall stay within one-hundred (100) feet of the center buoy lines unless boating safety dictates otherwise. All boats on the Main Lake, towing or not, must be on plane or at idle. No plowing allowed. Consideration will be given to individuals learning to participate in water sports.

## **LM.9.12 Requirements for Use of Water Devices**

All water devices may be used at the discretion of Marine Patrol. No towing of floatation devices shall be permitted on Main Lake except within the 5-mile per hour zone. Floatation devices are defined as any floating device towed behind a boat for recreational purposes (except devices such as water skis or wakeboards where the floating quality of the device is incidental to its recreational purpose). [For further information, refer to Section VI paragraph LM.6.15].

## **LM.9.13 No Unsafe, Reckless and / or Negligent Behavior Permitted**

No person shall operate any vessel or manipulate any water skis, wakeboard or any other water device in a reckless or negligent manner so as to endanger the life, limb, or property of any person.

## **LM.9.14 No Shore Starts Allowed**

Shore starts are not allowed on Canyon Lake except the north side of Skipper's Island.

## **LM.9.15 Requirements for Cove Start**

A skier / rider may start from within a cove, provided that the pulling boat is beyond the buoy marking the cove.

## **LM.9.16 Special Rules for the Areas of Treasure Island and Sunset Beach and Other High Traffic Areas**

Boat operators are responsible for the safe operation of their skier / rider at all times. Skier / rider and any tow device must stay directly behind the tow boat when transiting the areas of Treasure Island and Sunset Beach. Boaters must make every effort not to restrict the free flow of traffic. If a skier / rider falls in an area of high traffic, he / she must restart in one (1) attempt or be retrieved from the water and restarted in an area away from the boating traffic.

## **LM.9.17 Ski Rope Requirements / No Side Mount Bars**

Skiers / riders are to be pulled on the Main Lake by ski ropes of not less than fifty (50) feet or greater than seventy-five (75) feet only. Side mount bars prohibited.

## **LM.9.18 Retrieval of Ski Ropes**

Ski ropes must be retrieved immediately when skiing or riding is discontinued.

## **LM.9.19 Retrieval of Loose Skis**

Loose skis or wakeboards must be immediately retrieved.

## **LM.9.20 No Wake Enhancing Devices Allowed on Main Lake or Jump Lagoon**

No wake enhancing devices of any type (including those installed by a manufacturer or owner) will be allowed to be used on any boat operating on Main Lake or Jump Lagoon. This restriction does not apply to the North Ski Area. Any boat that appears to be producing an excessive wake will be investigated. Those boats using wake enhancement devices may be cited.

## **LM.9.21 Beginner Ski Start Area**

# LAKE & MARINA (LM)

A boat may use the area between Skippers Island and the Dam Boundary for the purpose of starting a skier, wakeboard, air chair or any similar device.

**LM.9.21a Direction of Travel** - The boat must head in the direction of the Main Lake Ski Area. Boats exiting the Ski Start Area must yield the right of way to all boats operating in the counter-clockwise pattern and must follow the ski pattern. [For further information, refer to paragraph LM.9.4].

**LM.9.21b Safe Distance Required** - The boat and skier / rider must stay at least fifty (50) feet away from any dock swim area, dam buoy line and / or the shoreline.

**LM.9.21c - Persons Assisting Beginner Skiers / Riders** Any person assisting a skier / rider must be wearing a Coast Guard approved lifejacket and be within the five (5) mile ("no wake") ski start area.

## **LM.9.22 No Towing Riders on July 4 after 12:00 pm**

On July 4, no riders may be towed from any vessel on the Main Lake after 12:00 pm.

## **SECTION IX - LAKE & MARINA RULES FOR SKIING, WAKEBOARDING AND SIMILAR WATERSPORTS – Special Rules for the North Ski Area**

### **LM.9.23 Slalom Skiing Priority**

Priority shall be granted to slalom skiing from sunrise until noon (12:00 PM) on Monday, Tuesday, Thursday, Friday, and Sunday.

### **LM.9.24 Skier/Rider Turn**

A skier / rider's turn is determined by boat rotation as noted on the sign-up sheet at the starting dock.

### **LM.9.25 Ski and Watersports Turn**

A skier's turn is six one way passes or three falls. Any rider's rotation is 15 minutes.

### **LM.9.26 Boats in Back Area**

Boats may not go to the back area during a skier's turn.

### **LM.9.27 Boats Must Stop**

Boats must stop at North end of the course after each pass so as not to create rollers into the back area.

### **LM.9.28 Turnaround and U-Turn Restrictions**

No turnaround or U-turns are permitted within 400 feet from a dock for Wake Enhancing Device Boats in the Slalom Course Area. No turnaround or U-turns permitted within 200 feet from a dock for any other type of motorized boat in the Slalom Course Area. Only one skier / rider is allowed on the Slalom Course Area at a time.

### **LM.9.29 Maximum Number of Boats in Backwater**

A maximum of two boats are allowed to run in the backwater at a time

### **LM.9.30 A Rider's Turn in Backwater**

A rider's turn in the backwater is limited to fifteen (15) minutes. Other boats must wait for their turn.

## **SECTION X - LAKE & MARINA RULES FOR BOAT INSPECTION**

Effective June 1, 2010, CLPOA implemented an Aquatic Invasive Species Deterrent Program to prevent the spread or invasion of quagga and zebra mussels in the lake. CLPOA adopted this program due to the

# LAKE & MARINA (LM)

destructive nature of quagga and zebra mussels and the damage it could potentially cause to our lake or dam.

Currently, the State of California has implemented a statewide Invasive Species Program through the Department of Fish and Wildlife for prevention of quagga and zebra mussels and other invasive species. Quagga and zebra mussels are small, freshwater bivalves that attach to soft and hard substrates such as plants, rocks, man-made materials and structures (including docks, dams, canals, watercraft hulls and on other recreational equipment).

In addition to being extremely invasive, quagga and zebra mussels can affect overall water quality and oxygen levels and disturb the natural ecosystem of lakes. Quagga mussels and zebra actively feed on green-algae and may increase the proportion of foul-smelling blue-green algae in water systems. Recreation-based activities are also affected by the mussels which take up residence on docks, break walls, buoys, boats and beaches. For boaters, Quagga mussels increase drag, clog engines causing overheating and can affect steering.

## **LM.10.1 Requirements for CLPOA for White Service Seal**

Boats that do not leave the community require no action; however, boats leaving the community for gas, repairs, and/or offsite storage can get a white service seal from Marine Patrol or the Community Patrol on any shift by stopping at any gate to be checked and have the white service seal affixed. This uniquely numbered seal will be recorded with the vessel's state registration number and Tract and Lot.

NOTE: Member can remove the white service seal after gate entrance and before lake use.

## **LM.10.2 Requirements by CLPOA for optional Red Quarantine Seal Exemption Decals**

CLPOA members with motorized vessels NOT intending to or are NOT eligible for CLPOA boat registration and lake use may, at their option, register for and receive Red Seal Quarantine Exemption Decals with Member Services. These decals are to be placed on both sides of the vessels next to the state registration numbers. This will result in being waived into the community by the Gate Officer upon recognition without the need to stop and receive a quarantine seal each time they enter the gates.

## **LM.10.3 Requirements by CLPOA for Red Quarantine Seal**

Boats that enter the community without a White Service Seal or Exemption Decal must have a Red Quarantine Seal attached and a Non-Operations Quarantine Agreement signature taken by Community Patrol. This uniquely numbered seal will be recorded with the vessel's state registration number and Tract and Lot. This boat will then need to have a Quagga Mussel Inspection completed by Marine Patrol (ext. 415) before entering Canyon Lake waters.

Once a red quarantine seal is applied, the following conditions must be followed:

1. The red quarantine seal must remain intact at all times while the boat is within the community.
2. If a seal is removed, altered, or tampered with, it becomes null and void and may not be used again.
3. Prior to the Quagga Mussel inspection, please ensure the transport is completely CLEAN (no algae or plant growth on the trailer, hull, or pontoons). The boat must be completely DRAINED of water (bilge, live wells, and other compartments). The boat must also be DRY.
4. Any cleaning or draining of the boat must occur OUTSIDE of Canyon Lake.

Failure to comply with this agreement may result in an applicable fine and/or revocation of association privileges, including but not limited to access to the lake.

# LAKE & MARINA (LM)

## **LM.10.4 Requirements by the CLPOA and Marine Patrol for Quagga Inspection / Red Quarantine Seal Removal**

Inspections are conducted by any on-duty Marine Patrol Officer at the Marine Patrol Office (Holiday Harbor Launch Ramp) during regular hours of operation.

- Lowering of Outdrive – Outdrive will be inspected.
- Remove Plug(s) – Make sure boat plug(s) are removed.
- Clean and Dry Boat – Make sure boat is clean, dry, and free from vegetation.
- Clean and Dry Trailer – Make sure trailer is clean, dry, and free of any vegetation.
- Dry Ballast Tanks, Wakeboard Bladder Bags, Live Wells, and Internal Compartments – Make sure all these components are dry.

Inspections and quarantine time may be expedited if:

- Proof of Decontamination – Boat or watercraft has been hot washed and decontaminated at a hot water decontamination location and a valid receipt is provided.
- Proof of Launch or Retrieval into or from Salt Water Only – Boat or watercraft is returning same day from approved ocean launch sites and member can present that day's proof of launch or retrieval.

## **LM.10.5 Approval of Boat Inspection**

If approval requirements are met, the boat inspection will pass, the Red Quarantine Seal will be removed, and the boat will be permitted to enter Canyon Lake waters. The Aquatic Invasive Species Deterrent Inspection Form will also be signed, recorded, and matched with its Watercraft Non-Operation Agreement on file.

## **LM.10.6 Failure of Boat Inspection**

If the approval requirements are not met, the boat inspection will fail and the boat will not be permitted to enter Canyon Lake waters. Reasons for failure include:

- The boat inspection will fail, if the boat has been in an area suspected of being affected by quagga mussels and suspected or found to have larval or adult quagga mussel exposure.
- The boat inspection will fail, if there is any condensation, moisture or rainwater

**LM.10.6a Red Quarantine Tag** - When a boat inspection fails, the boat will retain its red quarantine seal and continue to be quarantined.

**LM.10.6b Fine for Removal of Red Quarantine Seal** - The seal may not be removed and must remain until reinspection. Removal will result in an applicable fine.

**LM.10.6c Quarantine Period** - The quarantine period is 7 to 14+ days. The boat may be taken to the member's residence and parked during this period. During quarantine, the boat may not be washed, rinsed, drained, or enter Canyon Lake waters.

**LM.10.6d Reinspection Required** - Reinspection is required from Marine Patrol during regular hours of operation. (Refer to LM.10.4 and LM.10.5)

## **SECTION XI - LAKE & MARINA RULES FOR SAFETY INSPECTION**

In order to receive a compliance certificate, the safety check list requirements and safety inspection must be completed and approved by Marine Patrol.

# LAKE & MARINA (LM)

## LM.11.1 Requirements for Safety Inspection

Certain requirements must be met to obtain a compliance certificate.

A safety inspection will be required for:

- A new boat.
- A new member with a boat.
- An existing member with a boat every two (2) years.
- Change of Ownership.

The safety inspection must be obtained from Marine Patrol during regular hours of operation.

## LM.11.2 Safety Check List

In order to obtain a compliance certificate, these safety check list items will be verified at the time of inspection, as applicable.

- Registering Documents
- State Numbering
- Sound Producing Device
- Coast Guard Approved Personal Floatation Device (PFD)
- Visual Distress Signal (Red Flag)
- Alternate Propulsion
- Fenders
- Navigation Lights
- Coast Guard Approved Fire Extinguisher
- Visual Distress Signal (Red Flag)
- Backfire Flame Arrester
- Fuel System
- Electrical System
- Engine Sound Level
- Overall Vessel Condition
- Boat Safety Exam

For safety and responsible operation, these discussion items will also be verified at the time of examination.

- Rules of the Road
- Responsible for Wake
- Safe Operation
- Operator Instructions
- Accident Reporting

Completion of the CLPOA Boat Owners Safety Exam will be verified at the time of inspection. The exam will be available to take online by visiting the CLPOA Web Site and following the link from the Home Page. If a Member is unable to take the test online a written exam will be given at the time of inspection.

**LM.11.2a Approval of Safety Inspection** - If the approval requirements are met, the safety inspection will pass and the compliance certificate will be issued and signed off by the examiner.

**LM.11.2b Failure of Safety Inspection** - If the approval requirements are not met, the safety inspection will fail and notation(s) will be made by the examiner on the compliance certificate requiring corrective action be taken before the compliance certificate will be signed off.

# LAKE & MARINA (LM)

## **LM.11.3 Sound Level Measurement**

At the time of inspection, boats with above-water, exposed or otherwise unmuffled exhaust system will be required to provide a dockside sound level measurement test. The motorboat exhaust sound level must be 90 dBA for engines manufactured before January 1, 1993 and 88 dBA for those manufactured on or after January 1, 1993. The measurement shall be performed utilizing a calibrated sound level meter.

# PARKS & BEACHES (PB)

## PARKS & BEACHES (PB)

**NOTICE TO ALL MEMBERS:** Sections of this Property Owner's Manual include references to certain fees and / or costs that are required to be charged as approved by the Canyon Lake Property Owners Association (CLPOA). Failure to comply with any of these as set forth herein may result in applicable fine(s). For additional information, refer to the Schedule of Fees and Fines.

### SECTION I - INTRODUCTION

There are seventeen (17) parks and beaches within the community. Each location has different features such as playground equipment, grass and shaded areas; however, some of the locations have other amenities as well including:

- **General:** Picnic Areas, Restrooms, Showers
- **Food & Gathering:** Barbeques, Kitchens, Patios/Pavilions
- **Recreation:** Exercise Stations, Playgrounds, Walking Paths, Volleyball Courts, Horseshoe Courts
- **Water Access:** Docks/Launch Ramps, Fishing Access, Roped Swimming Areas

#### **Park and Beach Hours:**

October 1 – April 30, 8 a.m. to 8 p.m.; May 1 – September 30, 8 a.m. to 10 p.m.

*Exception: Eastport Park is open from 6 a.m. – 10 p.m. year-round. After-hours launch site parking is available. Any personal possessions left at parks or beaches when closed will be removed by the Canyon Lake POA. Contact Canyon Lake POA's Operations Department for lost and found items.*

For additional information about the Parks & Beaches, go to the Canyon Lake POA website.

### SECTION II - PARKS & BEACHES RULES

Parks & Beaches rules have been established to maintain safety and accord for Members, Member's family, guests and / or invitees. These rules are to be adhered to by all. Any violation of the rules may result in an applicable fine.

#### **PB.2.1 Designated Parking**

All vehicles must park in designated areas. Vehicles are not allowed in the parks or beaches areas after closure.

**PB.2.1a Overnight Parking at Lodge** - Overnight Parking at Lodge Vehicles/Golf Carts may be parked overnight in the Lodge parking area for no longer than a 24 hour period when an event is scheduled or the bar/restaurant is open for business the same day.

#### **PB.2.2 Propane Grills / Fire Extinguisher Required**

Propane grills are allowed at designated parks; however, a fire extinguisher must be on hand.

#### **PB.2.3 No Open Fires / No Beach Fires**

No open fires and / or beach fires are permitted. Charcoal fires are permitted in designated barbeques. Remains must be disposed of in a safe manner and all embers must be extinguished properly.

# PARKS & BEACHES (PB)

## **PB.2.4 No Golf Carts, Bicycles, Skateboards, Scooters or Motor Vehicles on Landscaped Areas or Playground Area/Equipment**

No golf carts, bicycles, skateboards, scooters or motor vehicles on landscaped areas or playground area/equipment.

## **PB.2.5 Reserved Sites**

No one is permitted to occupy a picnic, party or event site (“reserved site”) which was not duly reserved with the CLPOA for the use of the occupant(s). Reservations must be made through the Activities Department. Unauthorized occupancy of a reserved site is subject to payment of applicable fine per day plus reimbursement to the CLPOA of the prevailing daily site reservation charge for the site occupied without authority.

## **PB.2.6 No Glass Containers**

No glass containers of any kind are allowed within the beaches.

## **SECTION III - PARKS & BEACHES POLICY FOR USAGE**

Parks & Beaches policy has been established for the safety and enjoyment of all when using any of the facilities.

## **PB.3.1 Availability of Non-Reservable Parks**

Availability of parks that are not reservable is on a first-come, first-served basis.

## **PB.3.2 Outside Vendors**

Outside vendors must make prior arrangements and provide proper documentation to the Canyon Lake POA before use.

## **PB.3.3 Jumpers / Bounce Houses and / or Amusement Rentals or Props**

Jumpers, bounce houses and / or amusement rentals or props are allowed only under these conditions with prior approval from the Canyon Lake POA before use. NOTE: Contact the Recreation Department for information and additional documents required for use of outside rental equipment.

**PB.3.3a Facility Use Fee / Documentation Required** - There may be a Facility Use fee to use a jumper / bounce house / amusement rental or prop and required documentation must be provided to the Canyon Lake POA.

**PB.3.3b Proof of Insurance** - All jumper / bounce house / amusement rental or prop companies must submit proof of insurance and provide a “Certificate of Liability Insurance” on file with the Canyon Lake POA.

**PB.3.3c Liability Coverage / Canyon Lake POA Named as Additional Insured** - The “Certificate of Liability” must have a minimum liability of \$300,000.00 coverage and name the Canyon Lake POA as additional insured with the Canyon Lake POA address.

**PB.3.3d Use of Generator at Locations with No Outlet for Electricity** - A generator must be used at locations where there is no electrical outlet available. Even at locations with no electrical outlet, a Facility Use fee must be paid and proper documentation provided to the Canyon Lake POA prior to use.

## **PB.3.4 Reservations for Group Functions**

Members may reserve designated park and beach areas for group functions through the Recreation Department. Reservations are not required to use parks and beaches; however, only a confirmed

## **PARKS & BEACHES (PB)**

reservation guarantees exclusive use of a designated area. The **Facility Use Policy** outlines the designated reservable areas and the reservation process.

**PB.3.4a City Permit Required** - Events with more than fifty (50) attendees require a City of Canyon Lake permit.

**PB.3.4b Reserved Area Use** – Members or guests may not occupy or use an area that has been previously reserved by another member.

# PLANNING & COMPLIANCE (PC)

## PLANNING & COMPLIANCE (PC)

**NOTICE TO ALL MEMBERS:** Sections of this Property Owner's Manual include CC&R's, rules and regulations, policy and procedure, laws and / or guidelines. Violation and / or failure to comply with any of these as set forth herein may result in applicable fine(s) at the discretion of Canyon Lake Property Owner's Association (CLPOA). For additional information, refer to the Schedule of Fees and Fines.

### SECTION I - INTRODUCTION

The Architectural Guidelines consist of Covenants, Conditions and Restrictions (CC&Rs), Rules, and Procedures. CC&Rs were established with the development of the Tracts. Rules were established by the Board of Directors with input from the Members and the Legal Team. Procedures were developed by the Architectural Control Committee (ACC) and staff to assist the Members in complying with the CC&Rs and Rules.

#### PC.1.1 Architectural Control Committee

The CC&Rs recorded against the tracts in the development establish *a three (3) person Architectural Control Committee (herein called the Committee), the members of which are appointed by the Board of Directors*. The Committee is assigned broad powers and responsibilities to review the aesthetic character of proposed improvements, modifications and alterations. Setbacks, location, elevation, design, landscaping materials and color are all within the purview of the Committee. The architectural design of *each building should be in keeping with surrounding structures* and consistent in style to maintain and enhance Canyon Lake as a desirable place to live. The Committee makes decisions based on the CC&Rs, Rules, and aesthetics ***for the purpose of enhancing and protecting the value, desirability and attractiveness of the property described in the Tract and of the Subdivision as a whole***. As a general rule, a property owner has no natural right to air, light, or an unobstructed view and California law is reluctant to imply such a right.

The CC&Rs provide that *no improvement may be installed, placed or moved on a lot, or altered or modified, without the written approval of the Committee*. A permit is required for any project on the property except softscape and remodeling of the internal approved habitable structure. Architectural approval application forms can be picked up at the Planning and Compliance Department or online at the CLPOA website. Completed application forms and application fees, if required, must be submitted to the Planning and Compliance Department. Upon submission, the application will be scheduled for review by the Committee. Applicants may attend the Committee's meeting. Following the Committee's review and decision, the applicant will be mailed a written decision.

#### PC.1.2 Starting A Project Prior to Approval

Approval of all applications must be granted prior to the commencement of the work.

#### PC.1.3 Committee Review / Approval Process

*The Committee will consider the following criteria when deciding whether to approve or deny an application:*

- *Are the proposed improvements in accordance with the provisions of the tract declaration (and, by implication, the Association's rules and regulations);*
- *Will the design or color scheme of the proposed improvements be in harmony with the general surroundings;*

# PLANNING & COMPLIANCE (PC)

- Is the application complete;
- Is approval of the application being granted prior to the commencement of work; and
- Will the proposed improvements *be contrary to the interests, welfare or rights of the other property owners?*

## **PC.1.4 Responsibility**

The Association and the *Committee are not responsible for, and, pursuant to the CC&Rs, are not liable for, any damage or loss suffered or claimed on account of: defects in plans; the approval or disapproval of any plans, drawings, or specifications; the construction or performance of any work, whether or not pursuant to approved plans; or the execution and filing of any stop work order.* The restrictions and guidelines described in the Architectural Guidelines are in addition to those set forth in the CC&Rs. Every owner should review the CC&Rs for their Tract to make sure they are familiar with the restrictions contained therein. For example, there are major differences between Tract 3829 Ranchos, Tract 3961 Mobiles, and the other tracts that are not included in these Guidelines

## **PC.1.5 Owner Responsibility for Building Code Compliance**

The Committee does not review applications for or base its decisions on compliance with building codes. Association approval does not relieve owners of any duties to obtain city permits nor does Association approval reflect compliance with any public agency requirement.

## **PC.1.6 Fines Imposed (informational only)**

The Planning and Compliance Discipline Hearing Committee (P&C DHC) will impose fines following the Schedule of Fines published herein after the Discipline Hearing for non-compliance of the Rules and Regulation. All fines levied can be appealed to the P&C DHC, the ACC, or eventually to the Board as outlined in PC.6.10a-b.

## **SECTION II - DEFINITIONS**

The following definitions are provided as they pertain to planning and compliance:

### **PC.2.1 Community Setback**

The area between the curb line and the Front Property Line. The depth of this setback varies between four (4) and seventeen (17) feet depending on the width of street in front of the lot. For most lots, the community setback distance is measured from the back of the curb. The property owner is responsible for maintaining the community setback in front of their property.

### **PC.2.2 Flag Lot**

A lot where (1) the nearest main property line paralleling the street is separated from that street by another lot and the subject lot is connected to the street by an extension of the lot for ingress and egress, or (2) the nearest main property line paralleling the lake is separated from the lake by another lot and the subject lot has lakefront access via an extension of the lot. The application of setbacks to flag lots shall be determined by the Committee in its discretion, consistent with the intent and purposes of the CC&Rs as applied to such extraordinarily shaped lots.

### **PC.2.3 Front Property Line**

*The lot boundary line that is abutting the right of way of the street on which the lot abuts. A corner lot shall be deemed to have a Front Property Line on the street with the shortest dimension.* The front property line and the rear Community Setback line are the same except for flag lots.

# PLANNING & COMPLIANCE (PC)

## **PC.2.4 Front Yard Setback**

The area between the Front Property Line and a parallel line twenty (20) feet deep into the property. This is also called the Front Yard.

## **PC.2.5 Rear Property Line**

*The boundary line of the lot that is farthest from, and substantially parallel to, the Front Property Line.*

## **PC.2.6 Rear Yard**

The area between the Rear Property Line and the rear yard setback line. See paragraph PC.3.1d for determination of the rear yard setback line and setback distances.

## **PC.2.7 Side Property Line**

*A lot boundary line that extends from the street on which the lot abuts to the rear line of the lot.*

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

A Lakefront Lot is a lot that is immediately adjacent to 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.2.9 Structure**

A structure is defined as a habitable or non-habitable building or part of a building, accessory structure, support post(s), garden wall(s), gazebo, deck, pool, spa, and other improvements.

## **SECTION III - SETBACKS AND ELEVATIONS**

The CC&Rs impose front, side and rear setback restrictions for all lots, and a minimum first floor elevation level for Lakefront Lots.

### **PC.3.1 Application of Setbacks**

Setbacks should generally be kept free of structures. **NO IMPROVEMENT SHALL BE CONSTRUCTED, PLACED OR MAINTAINED WITHIN A SETBACK UNLESS SPECIFICALLY APPROVED BY THE COMMITTEE.** It is the Committee's expectation that only improvements such as landscaping, driveways, retaining walls and stairways will be approved for installation in a Front Setback and improvements such as landscaping, decks, gazebos, pools and other typical back yard improvements will be approved for installation in the Rear Yard Setback. Each application seeking approval for installation of an improvement in a setback area will be considered by the Committee on an individual basis.

**PC.3.1a Community Setback** - The Community Setback adjacent to each lot is actually part of the private street owned by the Association. The Community Setback should only be improved with softscape landscaping and no structures. No improvement may be altered or installed upon the Community Setback except upon application to and receipt of written approval from the Committee. However, pre-approved ground cover (see Section VIII of these Guidelines) may be installed without the need to go through the formal application process. Trees and bushes shall be planted at least six (6) feet back from the curb.

**PC.3.1b Front Setback** - *Twenty (20) feet from the Front Property Line.* This area is also called the Front Yard.

## PLANNING & COMPLIANCE (PC)

**PC.3.1c Side Setback** - Five (5) feet from each lot Side Property Line, except corner lots, which shall be ten (10) feet on the side adjacent to the side street only. The interior Side Property Line setback for a corner lot will be five (5) feet. No structures are allowed in the side setbacks. This area is also called the Side Yard.

**PC.3.1d - Rear Setback** - Twenty (20) feet, or twenty-five percent (25%) of the depth of the lot, whichever is greater, from the Rear Line of each lot, unless such Rear Line shall be either contiguous to a boundary line of the golf course in which case the depth of the rear yard shall be twenty-five (25) feet or twenty-five (25%) percent of the depth of the lot, whichever is greater; or contiguous to a lake shoreline, in which event the depth of the rear yard shall be thirty (30) feet or twenty-five (25%) percent of the depth of the lot, whichever is greater. No structures are allowed in the rear five (5) foot setback measured from the rear property line(s).

**PC.3.1d.1 Meandering Property Lines** - A meandering property line is a property line that is made up of two or more segments on the front, side, or rear of the lot. *If the line with respect to which a setback measurement is to be made is a meandering line, the average length of the two (2) lot lines that intersect said meandering line shall be determined and, using that average length, an imaginary straight line shall be drawn through the meandering line and the setback measurement shall be made along a line perpendicular to such imaginary line.*

**PC.3.1d.2 Non-Rectangular Lots** - The Committee shall determine the rear setback for non-rectangular lots.

### PC.3.2 First Floor Elevation for Lakefront Lots

*The lowest habitable floor on a Lakefront Lot shall be at or above 1397.5 feet mean sea level (msl).*

### PC.3.3 Front Encroachment

No porch, stairway, ramp, deck, fence, wall, or any other improvement which projects above finish grade shall be permitted in the Community Setback. Stairways, landings, or decks are permitted on grade in the Front Yard. Stairways on grade without walls may project into the Community Setback. Artificially created grades that are created solely to elevate a stairway, ramp or landing will not be permitted in the Front Yard except for downslope lots where construction of stairways, ramps or landings projecting above finished grade would not project higher than curb height. Such improvement shall be approved by the Committee. Wrought iron stair rails are permitted in the Front Yard and Community Setback if required as safety railings but in no case closer than three (3) feet from the curb.

### PC.3.4 Rear Encroachment

No part of any dwelling may encroach into the Rear Setback. Patio decks and roofs and elevated decks either attached to or separate from the main structure may be approved in the Rear Setback. No part of any patio or deck attached to the main dwelling may be enclosed (that is screened, paneled, windowed, or made habitable) if the patio or deck extends into the Rear Setback. However, the Committee may approve enclosing / screening of areas under patios or decks which extend into the Rear Setback for aesthetic purposes only. Such areas are usually used for storage, are usually screened with lattice, and are not approved as a habitable area.

## SECTION IV - SPECIFIC PROVISIONS AND RESTRICTIONS

### PC.4.1 Lot Maintenance

*All lots, and the improvements thereon, shall be maintained in good repair and in a neat and attractive condition, and all weeds, leaves and debris must be removed from the lots.*

# PLANNING & COMPLIANCE (PC)

## PC.4.2 Courtyard Walls

The Committee deems courtyard walls that are not used as a boundary wall or yard enclosure to be part of the house and therefore not subject to the general five feet height limitation. Courtyard walls remain subject to setback requirements as part of a house.

## PC.4.3 Fences, Walls and Retaining Walls

As a general matter, the Association does not consider retaining walls as walls subject to height and location limitations of this section. Generally speaking, a retaining wall shall be no higher than what it is designed to retain. On lots where existing front yard slopes are “two-to-one” or steeper, retaining walls may be used to terrace the slope for landscaping, provided no individual retaining wall exceeds four (4) feet in height. Retaining walls shall not be closer than six (6) feet from the curb.

**PC.4.3a Appearance** - Walls must be constructed of split-face block, colored concrete block, slump stone, or covered with stucco in a color harmonious to the house color or other material acceptable to the Committee. Fences and walls shall be finished on both sides and be substantially similar in appearance. Unfinished natural gray concrete cement blocks will not be approved. Wood and vinyl fencing shall be “good neighbored”.

**PC.4.3b Height Limitations** - Block walls or wrought iron fences on side property lines within Front Setbacks are permissible to a maximum height of three (3) feet and within the community setback to a maximum height of eight (8) inches. *Maximum height of safety fencing / railing is forty-two (42) inches. Maximum height of walls and fences (not already subject to a height limit) shall not exceed five (5) feet.* Maximum height of a gate shall not exceed one (1) foot above the approved fence height. Fences, walls, and gates in the courtyard area are not subject to height limitations but must be aesthetically pleasing in height and appearance. Height is measured from the highest point of the fence, wall, or gate to the grade on the high side.

**PC.4.3c Property Abutting Lake or Golf Course** - *In order to preserve the natural quality and esthetic appearance of the existing geographic areas within the sub-division, property lines abutting to the lake or golf course shall be kept free and open and no fences shall be permitted on such property lines except where, in the opinion of the Committee, a fence or other enclosure, as a structure or esthetic feature of design concept, will contribute to and be in harmony with the character of the area.* In such situations, the preference is for wrought iron open fencing thirty-six (36) inches in height.

**PC.4.3d Front of Property Restriction** - *Fences and walls including gates are not allowed to transverse the Front Yard and / or Community Setback.*

**PC.4.3e Fences and Walls in Close Proximity to Neighboring Property Lines** - For application requirements, see paragraph PC.6.2e.

## PC.4.4 Pool / Spa Maintenance

At all times, pools and spas must be maintained in good repair and in a neat and attractive condition. Water in pools and spas shall be cleaned regularly and kept free from stagnant (green) water.

## PC.4.5 Easements

*Areas of each lot encumbered by easements for utilities, drainage or other purposes shall be maintained by the property / lot owner.*

## PC.4.6 Light Posts / Flag Poles

Light posts and flag poles may be placed in the community setback, but not closer than six (6) feet from the curb. Masonry columns with lights cannot exceed four (4) feet in height and other metal or concrete light posts cannot exceed ten (10) feet in height. Flag poles cannot exceed twenty (20) feet in height.

# PLANNING & COMPLIANCE (PC)

## **PC.4.7 Signs**

*A sign of customary and reasonable dimension, but not exceeding five (5) square feet, shall be permitted to be displayed on any lot advertising the same for sale. Commercial signs are prohibited except upon application to and written permission from the Committee. One (1) "For Sale", "For Lease" or "For Rent" sign is permitted per property except on the golf course and lake where two (2) "For Sale", "For Lease" or "For Rent" signs are permitted - one (1) in the front yard and one (1) in the rear yard. Non-commercial signs are only allowed as per Civil Code Section 4710. Non-conforming signs may be removed from the Community Setback by the Association.*

**PC.4.7a Sign Restrictions** - A sign must have its own stake and shall not be affixed to any improvement. Balloons, streamers and similar material may not be added to a sign. No sign shall obscure the view of a fire hydrant and all signs shall have a professional appearance.

**PC.4.7b Community Setback Restriction** - Signs are not allowed in the Community Setback except for "For Sale", "For Lease" or "For Rent" signs which shall be placed no closer than six (6) feet from the curb. Political / election, open house, and garage sale signs have special restrictions and may be placed in the Community Setback. (Refer to the General Rules and Regulations, Section IV for additional information.)

## **PC.4.8 Contiguous Lot Ownership**

*Whenever two (2) or more contiguous lots in the subdivision shall be owned by the same person, and that person wishes to use two (2) or more of said lots as a site for a single dwelling house, the person shall apply in writing to the Committee for permission so to use said lots. If written permission of such a use shall be granted, the lots constituting the site for such single dwelling house shall be treated as a single lot for the purpose of applying these Restrictions to said lots, so long as the lots remain improved with a single dwelling house. The two (or more) memberships will be maintained and two (or more) assessments will be levied.*

## **PC.4.9 Outside Plumbing**

*No outside toilet or individual water well shall be constructed on any lot. All plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to the community sewage system.*

## **PC.4.10 Household Pets**

*No animals or livestock of any description, except the usual household pets, shall be kept on any lot (with the exception of Tract 3829).*

## **PC.4.11 Driveways**

*Driveways shall be maintained in good repair and free from cracks (lifting or tripping hazard), grease, oil, stains, and other debris.*

## **PC.4.12 Damaged Improvements and Structures**

*Damaged improvements and structures shall be repaired promptly and in no event later than three (3) months from the time of damage. Repairs require Committee approval.*

## **PC.4.13 Satellite Dishes and Antennas**

*Residents may install (without applying for Committee approval) a pre-approved dish / antenna upon their lot or residence. A pre-approved dish / antenna is defined as a satellite dish with a diameter of one (1) meter or less, a wireless cable antenna with a diameter of one (1) meter or less, or a traditional aerial television antenna designed to receive local broadcast signals. Subject to FCC regulations and any other applicable laws, no other type of antenna or dish of any kind shall be constructed or erected on any lot or*

## PLANNING & COMPLIANCE (PC)

*residence.* A no-cost variance may be submitted for an antenna to be used for Emergency Preparedness communications.

### **PC.4.14 Extension Cords**

Extension cords shall not be placed across any street or portion thereof.

### **PC.4.15 Commercial Use of a Residential Lot**

Unless expressly exempted by law (e.g., child day-care facilities), *commercial use of residential lots within the Association is prohibited.* The Association's enforcement of this prohibition does not extend to the internal uses of homes (e.g., telephone, computer, and fax) which have no external manifestation of the internal commercial use. External manifestations of commercial use of residential lots, which will result in Association enforcement action include but are not, limited to:

- Signage (other than expressly permitted signage, e.g., advertising the lot as "For Sale" or "For Rent");
- Business traffic, parking or deliveries beyond what is normally associated with residential use;
- Noise or odors, (e.g., from operation or use of machines, tools, engines, chemicals, etc.);
- Employees other than household domestics, caregivers, gardeners or temporary service workers;
- Use of entry gates by customers, employees, suppliers, etc.;
- *Erection or use of outbuildings for commercial purposes; or*
- Use of any toxic or hazardous substance(s) or material(s).

### **PC.4.16 Trash Dumping or Burning**

*No outside burning of trash or garbage shall be permitted. No trash, ashes, garbage or other refuse shall be dumped or stored on any lot nor be thrown into or left on the shoreline of the lake.* In addition to potential fines, member shall be responsible for cost of clean-up.

### **PC.4.17 Lake Dirt Dumping or Removal**

No action (dumping or removing dirt, etc.) that diminishes the lake capacity will be tolerated. In addition to potential fines, members shall be responsible for cost to restore capacity or other appropriate response.

### **PC.4.18 Garbage and Refuse Containers**

*Trash containers must be stored out of sight from the street, lake and golf course.* Placement of trash containers for pickup at the curb shall not be earlier than noon of the day before regular pickup time. Trash containers must be removed from the street by the end of the pick-up day.

### **PC.4.19 Property Maintenance Required**

All lots and the improvements thereon shall be maintained in a neat and attractive condition. All miscellaneous items shall be stored out of view from the street, lake, golf course or neighboring properties. Examples, bags of trash or garbage, items for recycling or need to be taken to the dump, vehicle parts, business, and construction supplies when no permit has been issued, long term storage of any items not regularly used, etc.

### **PC.4.20 Dumpsters and Roll-off Boxes**

Dumpsters and roll-off boxes shall not be stored in the street without permission from the Committee. They shall be placed parallel and adjacent to the curb and have reflectors so as to be visible from the street at night. They should not block a driveway and the wheels must be chocked.

# PLANNING & COMPLIANCE (PC)

## PC.4.21 Household and Storage Modules (Pods)

Modules shall not be stored on the property or street without approval. If parked in the street, they shall be placed parallel and adjacent to the curb, have reflectors so as to be visible from the street at night, and not block a driveway. Modules will only be allowed for fourteen (14) days and then must be removed. Violation of this rule may result in the Canyon Lake POA towing of the module at the owner's sole expense and risk.

## PC.4.22 Clotheslines

Clotheslines may not be visible from street, lake, or golf course.

## PC.4.23 Boat and Vehicle Covers

Boat and vehicle covers shall be manufactured to fit and kept in good condition.

## PC.4.24 Holiday Decorations

Holiday decorations for holidays between January 2<sup>nd</sup> and July 3<sup>rd</sup> and July 5<sup>th</sup> through September 30 shall be placed on the property no earlier than thirty (30) days prior to the holiday. Halloween decorations shall be placed on the property no earlier than October 1st. Thanksgiving decorations shall be placed on the property no earlier than November 1st. Christmas and New Year's decorations shall be placed on the property no earlier than Thanksgiving Day. All holiday decorations listed in this paragraph shall be removed no later than fifteen (15) days after the holiday.

## PC.4.25 Basketball Hoops

Basketball hoops may be permanently installed but cannot be installed in the five (5) foot setback or placed in the community setback (varies per street). Portable basketball hoops are not to be stored in the street at any time when not in use.

## PC.4.26 Painting

A permit is required for repainting any structure including fences and gates. Painting a new project also requires a sample or samples with application. With an application, a color swatch is required. Samples are also required for trim and accents. Certain standard colors such as white and earth tones can be obtained over the counter. The Committee may request a sample of approximately one square foot or larger in size painted on the front of the house or garage so that they can evaluate per PC.1.1. Very dark colors, extremely bright colors, and some pastel colors are not considered aesthetically pleasing and may not be approved. The color shall be harmonious to the neighborhood or Victorian style of the house. The house wall color shall be low sheen. Painting permits are no-cost.

## SECTION V - REGULATIONS FOR CONSTRUCTION

### PC.5.1 Size of Residences

The CC&R's impose minimum size limits for residences. Review the CC&R's recorded against your tract and lot for the specific requirements.

***No lot shall be used except for residential purposes. No structures shall be erected, placed or permitted to remain on any lot other than one (1) detached, single family residence dwelling and such outbuildings as are usually accessory to a single family residence dwelling including a private garage and, in the case of a lot contiguous, to a lake or shoreline, a boat shelter, pier, or other similar structure approved as herein provided.***

# PLANNING & COMPLIANCE (PC)

## **PC.5.2 Single & Multiple Stories**

Residence dwelling shall be of single-story construction, provided however, that split-level or two-story residences may be constructed on lots where, in the opinion of the Committee, the terrain of such lot lends itself to such construction. Single story homes for level or downhill lots are based on one habitable floor above the curb elevation. Uphill lots are calculated by the height on the TOPO 1/3 the distance back from the front property line. If height change exceeds three (3) feet, it is an uphill lot and the habitable floor is determined from the floor elevation. A habitable floor is a floor that may contain one or more of the following: a toilet, a kitchen, a HVAC system, etc. Curb elevation, ridge height, and floor elevations shall be displayed in Riverside Datum numbers which may be a five (5) or a six (6) digit number such as 1493.5 or 1493.52 per PC.6.4. The lowest habitable floor on a Lakefront Lot shall be at or above 1397.5 feet mean sea level (msl) per the CC&R.

## **PC.5.3 Roofing Materials**

Every building, dwelling, or other improvement having a roof shall use a roof covering of tile (clay or cement), cedar shake, wood shingle, or built-up roofing and colored rock. Shake or wood shingle roofs are not recommended. All roofing materials must be approved by the Committee and highly reflective roof colors are discouraged.

## **PC.5.4 Roof / Eaves Setback Encroachment**

Eaves can extend into all setbacks a maximum of thirty (30) inches.

## **PC.5.5 Fireplace Setback Encroachment**

Fireplaces can extend into the side or rear setback a maximum of one (1) foot.

## **PC.5.6 Patios and Decks**

Patios and decks attached to or separate from the main structure may be approved in the Rear Setback. No part of any attached patio or attached deck that extends into the Rear Yard Setback may be enclosed or made habitable. (Refer to paragraph PC.3.4 for more details).

## **PC.5.7 Accessory Structures**

A separate storage building, or permanent shade structure may be installed on a lot, but it shall conform to all provisions of the restrictive declarations. A separate storage building cannot be of a temporary nature and shall have a cement or wood floor. The roof must match the roof of the main structure in color and materials and the walls must also match the main structure. Metal sided buildings will not be approved without skins covered in plywood or like material, then matched to the main structure (N/A Tract 3961 Mobiles). Thatching, if used, must be sprayed with fire retardant. Structures must be attached to cement in case of high winds. Maximum size is one-hundred twenty (120) square feet. Over that size requires structural plans and a city permit. Plastic storage containers are considered portable and do not need to meet PC.5.3 for matching roof material and PC.5.7 for matching colors. They may have a plastic floor. Temporary shade structures shall be removed within twenty-four (24) hours.

## **PC.5.8 Fuel Tanks**

Pursuant to the CC&Rs, every tank for the storage of fuel installed outside any building shall be buried below the surface of the ground or completely screened to the satisfaction of the Committee. Screening must be of a permanent nature: no plants, bushes or trees. Fuel tanks shall not be installed in a pit and must be set in a proper location with setbacks that conform to City / State building codes.

## **PC.5.9 Air Conditioners / Heat Pumps**

## PLANNING & COMPLIANCE (PC)

Air conditioners / heat pumps shall be screened from view of the street, lake and golf course. Screening must be of a permanent nature; no plants, bushes or trees. If screened with lattice, the openings should be one (1) inch or smaller.

### **PC.5.10 Driveways and Additional Parking**

A concrete driveway shall be installed at all homes prior to occupancy. Only concrete or paver driveways are allowed for driveways or additional parking. In most cases, additional parking shall be perpendicular to the street and not transverse the front of the house. Additional perpendicular or parallel parking for a RV, trailer, boat, car, truck, etc. shall not block the front view of the home from the street and may be installed provided the one third landscaping requirement for the front yard is met per PC.8.1. Turn around (circular) driveways may be approved, providing they maintain a minimum of eighteen (18) feet between cutouts (i.e.; entrance and/ or exit). Circular driveways are for easy access to the street and are not for long term permanent parking of RVs, trailers, and boats. For corner lots with parking on the side parallel to the side street, the Committee will set the location for the parking area using the apex of the corner. Curb cuts cannot be made in the radius of the curb. Members must provide measurements and calculations for the 1/3 landscaping requirement. Decorative ribbons of landscaping material such as artificial grass or rocks may be installed in the concrete, but the ribbons will not be used for calculating the 1/3 landscaping requirement. Decorative ribbons of landscaping material such as artificial grass or rocks may be installed in the concrete but the ribbons or area between parking strips will not be used for calculating the one third landscaping requirement. A curb cut must be listed on the application if being accomplished. All driveways, additional parking, and curb cuts are at the discretion of the Committee based on the front width of the lot, neighbor's street parking requirements, aesthetics, and topography.

### **PC.5.11 Garages**

All dwellings will have an enclosed garage, capable of at least two-car storage. Garage door detail must be shown on plans. Garage conversions for habitable use are specifically prohibited unless a new garage is built prior to the conversion or the garage and conversion are part of the same permit application. NOTE: Exception to this rule is given to Tract 3961 (Fairway Estates).

### **PC.5.12 Solar Panels**

The roof mounting brackets and visible portions of underlay, if applicable, must match the roof in color. The electrical panels and exposed conduit mounted on the exterior wall(s) must match the main structure in color. Plot plans must show the location of the panels. Solar panels are not allowed in the front yard and / or the Community Setback.

### **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

# PLANNING & COMPLIANCE (PC)

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.5.14 Variances

*The Committee may allow reasonable variances and adjustments of these restrictions and those set forth in the CC&Rs in order to overcome practical difficulties and prevent unnecessary hardships in their application; provided, however, that such is done in conformity with the intent and purposes of the CC&Rs and these guidelines and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the neighborhood.* The roofing material variance is for flat roofs or roofs that have one (1) inch or less pitch per twelve (12) inches including metal patio covers. Board approval and a recorded variance are required for six (6) foot high fencing or block property line walls. Information on the variance application process is available at the Planning and Compliance Department. A variance request form submitted to the Committee must include justification for the variance. A variance, once given and not started within six (6) months, may be rescinded at the discretion of the Committee. Fees paid for the variance(s) will not be refunded.

## SECTION VI - APPLICATION PROCESS

### PC.6.1 Application Form

Applications for architectural approval for all improvements must be submitted to the Committee using the Association's architectural application form. Forms are available at the Planning and Compliance Department or on-line.

### PC.6.2 Submittal Requirements

**PC.6.2a Signature of Owner or Agent of Record** - Every application must be signed by a record owner of the property or an authorized agent.

**PC.6.2b Application Fees and Deposits / Bond** - Information on application fees and deposit / bond requirements and the cost is available at the Planning and Compliance Department. Deposits / Bonds are required for certain types of improvements. An application will not be deemed submitted unless and until *all required application fees* and deposits / bond, if any, are received.

**PC.6.2c Detail of Improvements / Modifications for which Approval is Sought** - The application form contains a section for the applicant to list the improvements or modifications for which architectural approval is sought. Sufficient detail of the project shall be provided so an independent third party can understand the proposed project. This section must be completed. **The Committee's approval of any application shall not, under any circumstances, be deemed to extend to improvements or modifications not specifically listed and described in this section.**

**PC.6.2d Copies of Plans** - *Two (2) copies of the plans for the proposed improvement(s) shall be submitted with the application form. After approval, one (1) copy will be returned to the Member and one (1) copy will be maintained by the Committee / Association for its permanent files.*

**PC.6.2e Additional Requirements for Fences, Walls or Other Improvements on or Adjacent to Neighboring Property Line** – The Member submitting the application shall submit a survey of the property line(s) prepared by a California licensed professional land surveyor or obtain a signed notarized agreement from the adjoining property owner approving the replacement of the improvement. The agreement will be recorded with the Riverside County Recorder's Office. A new block property line wall or fence requires an application from both property owners and a survey. A survey may be required with some applications at the discretion of the Committee. (See PC.4.3 for fence and wall requirements)

# PLANNING & COMPLIANCE (PC)

## 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.

**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.

## PC.6.4 Additional Requirements for New Homes

**PC.6.4a Topography Maps** - *Topography maps prepared and signed / stamped by a registered civil engineer or licensed surveyor shall be included as part of all plans.* The following data must be included on the map:

- All corners, lot dimensions and easements on lot.
- All street improvements, (e.g., curbs, utility boxes, catch basins).
- Topography to extend to retaining walls and fences of adjacent properties with a
- contour interval not to exceed two (2) feet. Indicate position of adjacent dwellings (if present) on each side.
- All elevations to be on Riverside County Datum (curb elevations from street
- plans on file at the Planning and Compliance Department). All floor elevations are to be designated on the plans.
- All plans shall be scaled and show scale used.

**PC.6.4b Profile Plan** - A profile plan is required of the lot from curb to rear lot line with the house shown to allow the Committee to see and evaluate the elevation relationship between the curb, all floors, and highest elevation of the roof. Profile must show accurate elevations for each floor and the ridge height in feet above msl. Earthwork must be shown on the plans as well as existing and finish contours, retaining walls and slopes. Where practical, all drainage shall be directed to the adjacent street.

**PC.6.4c Air Conditioners** - Proposed location for the air conditioner must be shown on the plot plan, including distance from Side and Rear Setback line. Air conditioners shall not extend into the five (5) foot side setback. Roof mounted units may be approved for a Mansard roof only. Plans also need to specify proposed screening method (refer to paragraph PC.5.9). Wall or window units require approval.

**PC.6.4d Square Footage** - Plans must be dimensioned and to scale as well as including the proposed square footage of living and garage areas.

**PC.6.4e Decorative Items** - Plans must show decorative items in sufficient detail to allow aesthetic evaluation by the Committee.

## PLANNING & COMPLIANCE (PC)

**PC.6.4f Fuel Tanks** - Location of liquid propane tanks and any other tanks must be specified on the plot plan as well as proposed screening method. Block walls are recommended, enclosed on three sides, so that the tank is screened from street, lake, or golf course view (refer to paragraph PC.5.8).

### **PC.6.5 Street Excavation**

Contact POA Operations concerning street excavation or construction.

### **PC.6.6 Permit**

The Planning and Compliance Department will issue a permit as part of the Committee's approval. If a permitted project has not commenced within a six month period, and no extensions have been granted after six (6) month, the Committee may revoke the permit and return the bond if applicable.

### **PC.6.7 Encroachments**

Committee approval of an application for installation / alteration of an improvement shall not be deemed approval for encroachment onto adjacent lots with the exception of application for installation of improvements upon contiguous lots pursuant to paragraph PC.4.8.

### **PC.6.8 Viewing of Application and Plans**

Application forms and accompanying plans submitted to the Committee are available for review, at a reasonable time and place, by Association Members for up to thirty (30) days after submittal upon the Associations receipt of a written request for same.

### **PC.6.9 Appeal Process for Permit Applications**

Pursuant to Civil Code Section 4765, if the Committee denies in whole or in part a Member's application for architectural approval, that Member shall have the right to appeal that denial first to the Committee in writing using the Committee Appeal Form stating justification for the appeal. If the Member is denied the Committee appeal, they may then appeal to the Board of Directors by submitting a written appeal (on an Association approved form) to the Board of Directors.

**PC.6.9a Appeal Forms** - Appeals must utilize the Association's Architectural Appeal Form, which are available for pick up by the Member at the Planning and Compliance Department. Also, if the Committee denies a Member's application, in whole or in part, the written notice sent to the Member informing them of that decision shall include a copy of the form and a description of the appeal procedure.

**PC.6.9b Submission of Appeal** - To submit a written appeal to the Board, the form must be completed, including the signature of the Member and received by the Association during regular business hours no later than thirty (30) days of the date of the notice of the Committee's denial of the appeal.

**PC.6.9c Board Hearing** - Upon receipt of a timely and completed appeal form, the appeal shall be scheduled to be considered by the Board of Directors at an Open Session meeting of the Board

**PC.6.9d Scheduling of Appeal Hearing** - The Board of Directors shall have a maximum time of thirty (30) days to respond to an appeal. The time period shall begin running upon receipt of a timely and completed appeal form unless the Association mails or personally delivers to the appealing applicant, within thirty (30) days of receipt of a timely and completed appeal form, written notice that due to the volume of appeals and / or other pressing business being considered by the Board, an additional period of time, which should generally not exceed an additional thirty (30) days, is required for the Board to consider the appeal.

**PC.6.9e Postponement** - A member may request one postponement of a scheduled hearing for good cause. The postponement is not to exceed 30 days from the date of the originally scheduled hearing. Such postponement requests must be made in writing to the Canyon Lake Property Owners

# PLANNING & COMPLIANCE (PC)

Association, 31512 Railroad Canyon Rd. Canyon Lake, CA 92587, by stating in detail the reasons for the request and must be received by the Association not less than (3) days prior to the scheduled hearing.

**PC.6.9f Failure To Appear** - If a member fails to appear at a scheduled hearing without submitting a request for a postponement with good cause, the matter will be heard by the Board in the member's absence and ruled upon.

**PC.6.9g Receipt By CLPOA** - The CLPOA is not responsible for postponement requests or appeals to the Board of Directors, which are not timely received by the CLPOA. It is the member's obligation to confirm the CLPOA's timely receipt of such requests.

## **PC.6.9 Viewing of Application and Plans**

Application forms and accompanying plans submitted to the Committee are available for review, at a reasonable time and place, by Association Members for up to thirty (30) days after submittal upon the Association's receipt of a written request for same.

## **PC.6.10 Appeal Process for Fines**

An appeal must be in writing or placed on an appeal form which is available for pick up at the Planning and Compliance Department or located on the Association website. Members may email, mail, or drop off the written appeal to the Planning and Compliance Department. The appeal must include the member's property information, the reason for appeal, and be signed by the member.

**PC.6.10a Fine Appeal Procedure** - Upon receipt of an appeal, the P&C DHC shall have a maximum of ten (10) business days to respond to an appeal. The time period shall begin upon receipt of the written appeal. P&C DHC appeal meetings are held on an "as needed" basis.

**PC.6.10b P&C DHC Denial**- If P&C DHC denies, in whole, or in part, a member's appeal for fines levied on their account, that member shall have the right to appeal the decision to the ACC Committee. If the decision of the ACC Committee is not satisfactory to the member, then the member may appeal to the Board of Directors by submitting a written appeal on an Association's approved form.

## **SECTION VII - CONSTRUCTION**

### **PC.7.1 Time Limits**

*Construction / modification of any building, dwelling, or other major improvement shall be completed six (6) months after the beginning of such construction or modification, except that the Committee may require completion within a shorter time frame as a condition of approval of an application. Other permits are given a specific time limit for the project to be completed, usually less than six (6) months. Projects should be completed in a timely manner. If a Member is unable to meet the completion date given by the Planning and Compliance Department, an extension may be requested from the Committee. An Extension Request Form is available or an email may be sent directly to the Planning and Compliance Department. State justification for the extension and list what has been completed and what is left to be accomplished. Please keep the information short and to the point. Also, state the amount of time you are requesting.*

### **PC.7.2 Forms and Footing Inspections**

The Association's written approval of the location of the concrete forms must be issued before any concrete can be poured. The Planning and Compliance Department must be called and an inspection scheduled after footings have been dug and forms positioned (but before concrete is poured). For purposes of conducting the inspection, the owner must have the property lines strung. Please allow at least forty-eight (48) hours notice, although more time may be needed depending upon staff's workload.

### **PC.7.3 During Construction**

## PLANNING & COMPLIANCE (PC)

**PC.7.3a Concrete Delivery Trucks** - The property owner is responsible for the actions of concrete trucks delivering concrete to their property, including but not limited to concrete spills, discoloration of streets and the driver's clean up procedures following pour operations.

**PC.7.3b Storage / Job Site Conditions** - Materials, tools, supplies, equipment, etc., shall be confined to the building site and may not be stored on the street. All building materials must be neatly stacked to maintain a clean site. Bottles, cans and debris (including blowable trash) must be contained and regularly removed from the site. The job site must be kept clean. Streets, gutters and curb area must be kept clean and free of debris and dirt. Street spills must be promptly cleaned up.

**PC.7.3c Temporary Living Quarters** - *No temporary living quarters of any description, including but not limited to a mobile home, house or travel trailer, camper unit or tent shall be placed, maintained or occupied on any lot.*

**PC.7.3d Dust** - Dust shall be controlled during excavation and construction.

**PC.7.3e Portable Toilets** - Portable toilets used during construction must not be stored on the street or near a storm drain or placed near the water's edge on a lakefront lot. They must also be securely anchored to the ground and be maintained regularly.

**PC.7.3f Temporary Structures** - *No temporary structure or other outbuilding shall be placed or erected on any lot, provided however, that the Committee may grant permission for any such temporary structure for storage of materials during construction. No such temporary structure shall be used at any time as a dwelling place.*

**PC.7.3g Working Hours** - The property owner shall control contractor and employee work hours. The following work hour limits apply not only to contractors, but to property owners and / or residents as well.

- October 1st through April 30th: 7 a.m. to 6 p.m.
- May 1st through Sept. 30th: 6 a.m. to 6 p.m.
- Saturday Hours Year Round: 7 a.m. to 6 p.m.

**PC.7.3h Sundays and Holidays** - There will be no work on Sundays and Holidays. Work described in this section is limited to construction work at construction sites, as well as improvements requiring permits, and any construction which furthers the completion of the project, including clean-up work. Association Holidays are New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

**PC.7.3i Signs** - During construction, only two (2) signs may be displayed: the general contractor's sign (if any) and a "For Sale" sign. Signs must meet paragraph PC.4.7 restrictions. The general contractor's sign must be removed upon completion of construction.

### PC.7.4 Contractor and Property Owner Responsibility

Contractors, sub-contractors, equipment operators and their employees are the responsibility of the property owner employing them. The property owner (including owner-builders) shall ensure all construction personnel are familiar with and obey the rules governing their activities at Canyon Lake.

**PC.7.4a Contractor Conduct** - The property owner is responsible for ensuring the proper conduct of their contractors, and the contractor's employees, sub-contractors and material suppliers. The property owner shall ensure that the job site conditions (for example, radio volume or offensive language) and activities of the contractor and all persons working at or delivering supplies to the job site do not constitute an unreasonable annoyance or nuisance to other property owners. While the Association reserves the right to take enforcement action against contractors for violation of these rules, the property owner is, in all instances, ultimately responsible for ensuring compliance and is subject to direct enforcement action for violations by contractors or any other third parties.

**PC.7.4b Contractor Passes** - Contractors shall obtain passes through Member Services. The worker's passes must be displayed conspicuously on vehicle windshields. No contractor, construction

## PLANNING & COMPLIANCE (PC)

personnel or their guests may bring family, friends, pets, or any type of sports or fishing equipment into Canyon Lake.

### **PC.7.5 Occupancy Permits**

*No residence shall be occupied unless and until an occupancy permit is issued by the City of Canyon Lake. The member shall furnish a copy of the occupancy permit to the Planning and Compliance department.*

### **PC.7.6 Failure to Obtain a Permit**

Members who fail to obtain a permit and start or complete a project that violates the Planning and Compliance section (except PC.1.2) shall be subject to a fine and/or removal of the project depending on the violation.

### **PC.7.7 Failure to Build According to Plans**

Members who fail to build a project according to the approved permitted plan shall be subject to a fine and/or removal of the whole or partial project depending on the violation.

## **SECTION VIII - LANDSCAPING**

### **PC.8.1 Improved Lots**

Landscaping must be maintained in a neat, clean, manicured, and attractive condition on all improved lots. All yards and slopes must be improved with some form of landscaping in all areas. A minimum of two (2) fifteen-gallon trees or larger located in the twenty (20) foot front setback and/or Community setback (excluding the courtyard area, if applicable) are required. Trees must be planted a minimum of six (6) feet back from the curb. Planting additional trees throughout the property is encouraged but not required. See PC.8.4 for information on trees. All landscaping shall be maintained in a reasonably weed-free condition. Bare dirt is not an approved landscaping material. See PC.8.10 for information on artificial grass and decompose granite (DG). A minimum of one-third ratio of landscaping to concrete shall be maintained in the front yard.

**PC.8.1a Rear Yard Landscaping** - Prior to May 1, 1989, the Association did not require owners to install rear yard landscaping (although such owners were, and are, required to maintain their rear yard in a reasonably weed-free condition). The Association requires property owners who acquired title to their property after May 1, 1989 to install and maintain rear yard landscaping. As a result, lots landscaped in accordance with the pre-May 1, 1989 rear yard landscaping standards shall become subject to the current landscaping requirements upon sale or change in ownership or improvements to the rear yard.

**PC.8.1b New Homes / Major Construction** - Landscaping must be completed in accordance with these requirements within three months from the time the new home / major construction is completed or two-hundred seventy (270) days after commencement of construction, whichever comes first.

### **PC.8.2 Vacant Lots**

Landscaping is not required on vacant lots. However, the property owner is responsible for maintaining the lot in a reasonably weed-free condition and in such a manner so that the lot is not rendered unsightly by reason of unattractive growth. In order to be considered compliant, the weeds on a lot must be cut or mowed down to no taller than four (4) inches high above the grade and removed from the property.

### **PC.8.3 Landscaping Changes Requiring Approval**

Property owners are required to apply for and obtain the Committee's approval, in writing, for changes or additions to landscaping (excluding trimming or softscape changes / additions). However, natural grass, rock, or bark groundcovers are deemed pre-approved and may be installed without application to the

## PLANNING & COMPLIANCE (PC)

Committee, provided that for rock and bark, the groundcover must be installed over a layer of at least six (6) mil Visqueen™ or equivalent.

### PC.8.4 Trees

Trees are defined as woody plants usually having a single main stem or trunk with few or no branches on the lower part. A minimum of two (2) fifteen (15) gallon trees or larger shall be planted in the front yard. Trees shall be planted a minimum of six (6) feet back from the curb to avoid curb damage and branches hanging over the street. The property owner is responsible for trimming trees so that branches hanging over the street are no lower than fifteen (15) feet from street level to accommodate street sweepers and trash trucks. Application for approval to remove trees shall be submitted to the ACC Committee and approved prior to the removal as stated in the CC&Rs. Trees damaged beyond restoration, felled by storms, or other natural disasters shall be removed immediately and replaced with the approval of the ACC as soon as possible. Pursuant to the CC&Rs, *no tree with a diameter in excess of three (3) inches measured at a point twelve {12} inches above the ground shall be removed from any lot without first obtaining the written consent of the Committee. Remaining stumps shall be removed or cut to ground level.*

### PC.8.5 Front Yard Landscaping

Planters and tree wells of up to thirty-six (36) inches in height are generally acceptable in the Front Yard Setback; however, the property owner is still required to apply for and obtain Committee approval before installing or altering such improvements. For those few lots where the Community Setback is less than six (6) feet, such improvements should be at least six (6) feet from the curb. Boulders and rocks (whether natural or constructed), statues, figurines and fountains may not be placed, installed, altered, constructed or maintained except upon application to and express written approval from the Committee.

### PC.8.6 Side Yard Landscaping

Both side yards must be hardscaped or landscaped and maintained.

### PC.8.7 Community Setback

Except for changes to softscape and the pre-approved forms of ground cover discussed above, Committee approval must be applied for and obtained for changes or additions to landscaping in the Community Setback. Plants and shrubs should be maintained no higher than thirty-six (36) inches. Trees, shrubs, and bushes shall be installed at least six (6) feet back from the curb. Boulders and rocks within six (6) feet from the back of the curb shall be no more than eight (8) inches in height. Fountains and similar improvements are not allowed in the Community Setback. The Community Setback is actually part of the street lot over which the property owner has an easement for use and maintenance. No other improvements may be altered, installed, placed or constructed within the Community Setback without the express written approval of the Committee. To accommodate street sweepers and trash trucks, the property owner is responsible for trimming trees so that branches hanging over the street are no lower than fifteen (15) feet from street level. Any hard aggregate or rock must be a minimum of two (2) feet back from curb and must be sealed with sealant or “rock lock” to prevent the material from tracking or spreading into the street.

### PC.8.8 Corner Lots

For lots which abut streets on two or more adjacent sides, plants, shrubs and bushes that have grown within the area six feet from the curb shall not be allowed to exceed three (3) feet in height.

### PC.8.9 Leaves and Debris

## PLANNING & COMPLIANCE (PC)

*All lots, and the improvements thereon, shall be maintained in a neat and attractive condition. Weeds, leaves, non-living foliage (i.e. tree branches, shrubs, ground cover, etc.) and debris must be removed.*

### **PC.8.10 Artificial Grass and Decomposed Granite (DG)**

A permit is required for artificial grass and or decomposed granite (DG). A sample of the artificial grass shall be submitted with the application or identified with a number from the samples available at the Planning and Compliance Department. Artificial grass shall be new and have a professionally installed appearance when completed. DG shall be properly installed and compacted. If this is not accomplished, the material is considered to be dirt and may become a blowing hazard. When property installed, DG becomes an extremely hard surface similar to concrete. Artificial grass and DG wears out over time and requires some maintenance to keep their appearance. Artificial grass and DG are considered landscaping and cannot be used for parking.

### **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.

# PLANNING & COMPLIANCE (PC)

## 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
  1. material modification, material alteration, or material reconstruction of an existing Shoreline Improvement, or
  2. construction of a new Shoreline Improvement. Material Change(s) exclude any "Non-Material Change(s)."
15. "Non-Material Change(s)" means work undertaken to
  1. 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
  2. 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.

## PLANNING & COMPLIANCE (PC)

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.

## PLANNING & COMPLIANCE (PC)

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:** Shorezone improvements, including, but not limited to docks, ramps, sun decks and all appurtenances thereto and other encroaching structures, must be maintained in a neat and attractive condition and good repair. This includes decking, canopies, painting, hookup, flotation, etc. Raw foam is not acceptable as it deteriorates and pollutes the lake. If a structure is not maintained, the encroachment permit may be revoked and the structure removed from the lake at the owner's expense.

**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

## PLANNING & COMPLIANCE (PC)

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

# PLANNING & COMPLIANCE (PC)

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

## PLANNING & COMPLIANCE (PC)

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.

# PLANNING & COMPLIANCE (PC)

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.

# PLANNING & COMPLIANCE (PC)

## 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 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:

## PLANNING & COMPLIANCE (PC)

- 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

## PLANNING & COMPLIANCE (PC)

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.

# PLANNING & COMPLIANCE (PC)

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:

The property lines of the separate interest Lot;

The boundaries of the EVMWD Sewer Easement;

# PLANNING & COMPLIANCE (PC)

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;

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");

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.

## **PC.10.3 Committee 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.

# PUMP TRACK (PT)

## PUMP TRACK (PT)

**NOTICE TO ALL MEMBERS:** Failure to comply with any of these rules as set forth herein may result in applicable fine(s). For additional information, refer to the Schedule of Fines.

### SECTION I – PUMP TRACK RULES

The Pump Track rules have been established for the safety and consideration of Members, Member's family, guests and / or invitees. These rules are to be adhered to by all.

#### **PT.1.0 Waiver**

All riders must complete a waiver prior to using the pump track. Waivers will be provided through the Association.

#### **PT.1.1 Protective Gear**

All pump track riders must wear a helmet with a fastened safety strap and closed toed shoes (no sandals allowed) at all times. Protective gear on the rider (e.g. elbow pads, knee pads and gloves) and the bike (e.g. crossbar, handle bar, and gooseneck pads) are strongly recommended.

#### **PT.1.2 Pegs Not Allowed**

Pegs are not allowed. Please remove from device prior to use of the pump track.

#### **PT.1.3 Children Under 12**

Children 12 years of age and under 12 must be accompanied by an adult (18 or older). Non-riders shall not enter the pump track except to accompany an underage child

#### **PT.1.4 Pump Track Use**

Pump track is for non-motorized personal devices only. Any other uses are not permitted. Ride-on vehicles with 3 or more wheels such as karts, wagons, tricycles, bikes with training-wheels, strollers, etc. are not permitted. No movable obstacles or outside materials (e.g. ramps/jumps) are allowed.

#### **PT.1.5 Safety**

Please ride safely and responsibly. No participant may enter the pump track unless safe to do so. BE RESPECTFUL OF ALL RIDERS.

#### **PT.1.6 Use of Pump Track Outside Posted Hours**

Use of the pump track outside of posted hours is prohibited.

#### **PT.1.7 Profanity, Abusive Language, Violence Prohibited**

Use of profanity, abusive language, violence and/or weapons is strictly prohibited.

#### **PT.1.8 Surface Conditions**

Riding is not permitted when surfaces are wet, icy or slippery.

#### **PT.1.9 Use of Alcohol, Illegal Drugs, or Controlled Substances Prohibited**

No alcohol, illegal drugs, controlled substances, smoking, glass containers, open fires, food or drinks are permitted. Use of the pump track is not permitted while being under the influence of alcohol, illegal drugs, or controlled substances.

# **PUMP TRACK (PT)**

## **PT.1.10 Animals**

No animals are allowed in the pump track area.

## **PT.1.11 Use At Risk**

Use of the pump track is at your own risk.

## **PT.1.12 Entry Gate**

The entry gate shall not be propped or intentionally left open by any member.

# RESTAURANT FACILITIES

## RESTAURANT FACILITIES (RF)

**NOTICE TO ALL MEMBERS:** Sections of this Property Owner's Manual include references to certain fees and / or costs that are required to be charged as approved by the Canyon Lake Property Owners Association (CLPOA). Failure to comply with any of these as set forth herein may result in applicable fine(s). For additional information, refer to the Schedule of Fees and Fines.

### SECTION I – INTRODUCTION

The CLPOA owns and operates two restaurants, the Canyon Lake Country Club Bar & Grill (Country Club) and the Canyon Lake Lodge (Lodge). The Lodge facility consists of the building, decks, and walkways around it. The Country Club facility consists of the building, patio, and bar area. These rules have been established for both restaurants. The rules are to be adhered to by all members and guests. Anyone who refuses to comply shall be declined service and / or may be asked to leave at the discretion of management. NOTE: Rules relating to the service or consumption of alcoholic beverages are requirements from Alcohol Beverage Control (ABC) and therefore must be obeyed by law without exception.

### SECTION II - RULES FOR RESTAURANTS

#### **RF.2.1 Only Persons Twenty-One Years of Age or Older Allowed to Purchase or Consume Alcoholic Beverages**

No persons under the age of twenty-one (21) years will be permitted to purchase or consume alcoholic beverages in the Country Club or Lodge facilities premises.

#### **RF.2.2 Only Persons Twenty-One Years of Age or Older Allowed to Sit at Bar**

Persons under the age of twenty-one (21) years may not sit at the bar at the Country Club or Lodge facilities.

#### **RF.2.3 No Alcoholic Beverages Allowed to Leave Premises**

No alcoholic beverages will be permitted to leave the premises. NOTE: Alcoholic beverages have to be consumed within the boundaries of the Country Club & Golf Course or Lodge facilities.

#### **RF.2.4 Right to Refuse Service**

Service may be refused to any intoxicated or unruly member and / or guest.

#### **RF.2.5 Golf Cart Parking in Designated Areas Only**

All golf carts at the Lodge must be parked in designated vehicle parking spaces only.

#### **RF.2.6 No Skateboards, Scooters, or Bicycles Allowed**

Skateboard, scooters, and bicycles are prohibited in or around the Lodge facility and pool including all walkways and entryways.

#### **RF.2.7 No Outside Solicitation Without Prior Approval**

No tickets or articles of any kind shall be offered for sale on the Lodge or Country Club premises. No subscription list shall be circulated, nor advertisements or postings displayed. Specific exceptions must be approved by the CLPOA General Manager.

# RESTAURANT FACILITIES

## **RF.2.8 Reporting Complaints**

Any complaint(s) are to be made to Management. Customers, Members, and/or Guests shall not reprimand employees.

## **RF.2.9 No Funeral Services Allowed**

The Country Club or Lodge facilities may not be reserved for the purpose of conducting a funeral service. Celebrations of life are permitted.

## **SECTION III - DRESS CODE POLICY**

Dress code requirements for the Lodge and Country Club have been established by the CLPOA and apply to all dining, bar, and patio areas, unless otherwise specified. All members and guests must comply with the dress code. Individuals who do not comply may be denied entry, declined service, and/or asked to leave at the discretion of management.

### **RF.3.1 Shirts and Footwear Required at the Lodge Facility**

Shirts and footwear are required at all times in the Lodge and Country Club. Attire must be suitable for a family environment. Swimwear is not permitted unless fully covered by appropriate clothing.

# SENIOR CENTER (SC)

## SENIOR CENTER (SC)

**NOTICE TO ALL MEMBERS: Failure to comply with any of these rules as set forth herein may result in applicable fine(s). For additional information, refer to the Schedule of Fines.**

### SECTION I - INTRODUCTION

The Senior Center is a multi-purpose facility offering activities and a place for senior citizens to socialize and participate in various programs, classes and recreational activities.

For additional information on Senior Center Activities and Programs, go to the CLPOA website.

### SECTION II - SENIOR CENTER RULES FOR PARKING

These rules have been established for the Senior Center parking. Any violation of the rules may result in an applicable fine.

#### SC.2.1 No Park & Ride Programs

No park & ride programs are permitted in the Senior Center parking lot.

#### SC.2.2 Designated Parking for Motorcycles

Motorcycles must be parked in designated parking areas at all times.

#### SC.2.3 Designated Area for Community Patrol Personnel and Vehicles

Community Patrol personnel and company vehicles must be parked in designated parking areas only. Community Patrol vehicles are permitted to park in the parking lot.

#### SC.2.4 Parking Hours

Any vehicle(s) may not be parked in the parking lot over twelve (12) hours. Exception: Vehicles / motorcycles that belong to members which commute.

#### SC.2.5 No Parking on Landscaped Areas

No golf carts, bikes, motor vehicles, skateboards or scooters are allowed on landscaped areas.

### SECTION III - SENIOR CENTER POLICY FOR USAGE

Policy has been established for usage of the Senior Center.

#### SC.3.1 Events

All events will be organized by the Senior Committee and scheduled through the Activities department at CLPOA.

#### SC.3.2 Hours

Senior Center is open during regular scheduled class, activity and during special events.

#### SC.3.3 CLPOA Sponsored Meetings, Sanctioned Club Meetings and Events

CLPOA sponsored meetings, sanctioned club meetings and events may be scheduled through the Activities department at CLPOA.

# SWIMMING POOL (SP)

## SWIMMING POOL (SP)

**NOTICE TO ALL MEMBERS:** Sections of this Property Owner's Manual include references to certain fees and / or costs that are required to be charged as approved by the Canyon Lake Property Owners Association (CLPOA). Failure to comply with any of these as set forth herein may result in applicable fine(s). For additional information, refer to the Schedule of Fees and Fines.

### SECTION I - INTRODUCTION

Use of the swimming pool is for the entire community; however, classes and swimming lessons are offered for a fee through the Activities department. The swimming pool is located at the Lodge and is a Jr. Olympic size pool. The facility includes:

- Dressing Areas
- Drinking Fountain
- Handicap Lift
- Outside Showers
- Shade Areas
- Restrooms
- Roped Swim Areas
- Vending Machines

The pool hours differ during seasonal periods. For Summer, pool hours are: 6 a.m. - 10 p.m. and for Fall / Spring, pool hours are: 7 a.m. - 8 p.m. During the winter, the pool is closed.

For additional information about the swimming pool, go to the CLPOA website or for more information on classes and swimming lessons, please contact the Activities department.

### SECTION II - POOL RULES

The pool rules have been established for the protection and safety of Members, Member's family, guests and / or invitees. These rules are to be adhered to by all. Violations of the pool rules may result in a fine and / or CLPOA management has the authority to write a citation or ask the person to leave.

#### SP.2.1 Valid CLPOA Card is Required

In order to enter the pool area, a valid CLPOA card must be presented.

#### SP.2.2 Members in Good Standing

Members must be "Members in Good Standing" to utilize the pool.

#### SP.2.3 Members Must Accompany and Stay with Guests

Members must accompany and stay with their guests.

#### SP.2.4 Pool Use Limited to Six (6) Guests Per Tract/Lot

No more than six (6) guests per tract / lot are allowed to use the pool at any one time. NOTE: Guests are defined as any individual(s) who does not have a CLPOA card.

# SWIMMING POOL (SP)

## **SP.2.5. Proper Supervision Required**

Proper supervision is required. Weak, inexperienced or non-swimmers must be accompanied by a responsible person who is of sufficient maturity, size and swimming ability to assist the person in the event of distress or emergency.

**SP.2.5a DIRECT SUPERVISION Required for Children Five (5) Years of Age or Younger** - It is required that children five (5) years of age or younger be under the DIRECT SUPERVISION of a responsible person of age at all times. Toddlers and babies will not be allowed to wander around the deck or sit on the edge of the pool unless accompanied by an adult.

**SP.2.5b Adult Supervision Required for Minors Under Fourteen (14) Years of Age** - Persons under fourteen (14) years of age must be accompanied by an adult eighteen (18) years of age or older. Persons fourteen (14) to seventeen (17) years of age may be unaccompanied by an adult; however, they are required to have their own valid CLPOA card and are allowed to bring one (1) guest to the pool. All swimmers are encouraged to use the buddy system. NOTE: A Drivers License, State I.D. or other form of I.D. may be requested in order to determine age.

**SP.2.5c Adult Supervision Required for Inexperienced Swimmers** - Individuals who cannot swim twenty-five (25) yards unaided must be accompanied by an adult who is an experienced swimmer.

**SP.2.5d Adult Supervision Required with Use of Swim Aids** - Any individual using water wings or any other type of flotation device must be accompanied by an adult who is an experienced swimmer.

## **SP.2.6 No Animals**

No animals are allowed in the pool or the surrounding pool deck area. EXCEPTION: An exception will be made for any individual(s) who require the assistance of a "service animal".

## **SP.2.8 No Alcoholic Beverages**

Alcoholic beverages are not permitted in the pool deck area.

## **SP.2.9 No Glass Containers or Objects**

No glass containers or objects allowed in pool area.

## **SP.2.10 No Bicycles**

Bicycles are not permitted at the pool area.

## **SP.2.11 No Skateboards**

No skateboard riding allowed at the pool area.

## **SP.2.12 No Scooters**

No scooters are permitted at the pool area.

## **SP.2.13 Obey Pool Attendants**

Members and their guests must obey Pool attendants at all times.

## **SP.2.14 No Unsafe Behavior and / or Activity**

No running, pushing, or throwing allowed. No horseplay allowed such as shoulder games, launching persons, etc.

## **SECTION III - POLICY FOR USE OF THE POOL**

Policy has been established for the safety and enjoyment of all when using the pool.

# SWIMMING POOL (SP)

## **SP.3.1 Proper Swim-Wear Required**

Proper swim-wear must be worn. No cut offs. Garment must be designed as swim-wear.

## **SP.3.2 Proper Waterproof Swim Pants or Briefs Required for Babies, Toddlers or Incontinent Adults**

All babies, toddlers and incontinent adults must wear proper waterproof swim pants or briefs in the pool. The swim pants or briefs cannot disintegrate in the pool and must have waterproof containment to ensure leak-proof protection.

## **SP.3.3 Safeguard for Crowded Days**

No flotation devices, balls, boards, etc. on crowded days (at Pool Attendants' discretion).

## **SP.3.4 Notification Required for Injury, Accident or Emergency**

Notify pool attendants immediately in the event of any incident, accident or emergency.

## **SP.3.5 No Lifeguard on Duty**

Members and / or guests use the Lodge pool, lake, beaches and docks at their own risk. NO LIFEGUARD ON DUTY.

## **SP.3.6 Pool Passes**

Pool passes are available to Members requesting them for use of the pool for adult non-Members who are responsible for the resident minor children of Members of Canyon Lake. This would include, but not be limited to: nannies, babysitters, or any other individual responsible for the Member's minor children. Certain conditions, however, will apply.

**SP.3.6a Availability** - Pool passes are issued at the CLPOA offices. Photo ID is required.

**SP.3.6b Provisional Use** - The passes are only effective for use by the adult non-member when he or she is accompanying and supervising the resident minors at the pool.

**SP.3.6c Time Period** - These passes are available for a time period of two (2) weeks and up to one (1) year.

# FINE SCHEDULE

## FINE SCHEDULE

NOTICE TO ALL MEMBERS: Violation and / or failure to comply with any of CLPOA’s Operating Rules may result in fine(s) at the discretion of Canyon Lake Property Owners Association (CLPOA), as set forth below. Fines are not the Association’s exclusive remedy for violations of CLPOA’s “Governing Documents” (i.e. Operating Rules, Bylaws, CC&Rs, and Articles of Incorporation). The Association reserves the right, in all cases, to pursue other remedies and or enforcement procedures for violation of CLPOA’s Governing Documents, in addition to and / or in lieu of imposition of fines, including without limitation suspension of privileges to use amenities, self help, and legal action.

The purpose of fines is not to earn revenue for the Association, but to compel compliance. The fine amounts set forth are the amounts generally considered for the described violation. In every instance, the Association reserves the right to impose a fine of a different amount than stated below, as may be appropriate under the circumstances. Any violation of the Governing Documents that may not result in an adverse health or safety impact is subject to a \$100 fine.

**Progressive Fines:** Any progressive fines, as listed below, will be issued based on the individual person violating the rule, on a 36-month rolling calendar. For example, if Homeowner A violates GR.2.14c once on 1/1/25, and again on 1/1/27, they will receive a progressive fine for the 1/1/27 violation. If Homeowner B violates GR.2.14c once on 1/1/25 and again on 1/1/29, they will not receive a progressive fine for either violation.

GENERAL RULES & REGULATIONS			
Section No.	Abbreviated Violation	Fine Amount	Provisions & Exceptions
GR.2.0	Guest Usage of Common Areas/Amenities	\$300.00 Holidays - \$500.00	<i>Health/Safety Exception (CC §5850)</i>
GR.2.1	Any Violation of the Rules with No Specified Fine	\$100.00	
GR.2.2	Threats to Damage Personal Property	\$100.00	
GR.2.3	Harassment	1st Offense – \$100.00 2nd Offense – \$250.00 Subsequent Offenses – \$500.00 <i>Progressive</i>	<i>Health/Safety Exception (CC §5850); Tripled on Holidays</i>
GR.2.4	Physical Abuse	\$500.00	<i>Health/Safety Exception (CC §5850); Tripled on Holidays</i>
GR.2.5	Falsification or Forgery of Documents	\$100.00	
GR.2.6	Indiscriminate Shooting of a Firearm	\$500.00	<i>Health/Safety Exception (CC §5850); Tripled on Holidays</i>
GR.2.7	Fireworks	\$1,000.00, Per Occurrence	<i>Health/Safety Exception (CC §5850); Tripled on Holidays</i>
GR.2.8	Use of CLPOA Equipment	\$100.00	
GR.2.9	Malicious Mischief	\$1,000.00, Per Occurrence	<i>Health/Safety Exception (CC §5850); Tripled on Holidays</i>
GR.2.10	Damage to CLPOA Property (Unintentional / Accidental)	\$100.00, Plus Cost of Repair	<i>Health/Safety Exception (CC §5850)</i>
GR.2.11	Curfew	\$100.00	

## FINE SCHEDULE

GR.2.12	Loitering	\$100.00	
GR.2.13	Smoking Near Building or Playground	\$100.00	
GR.2.14a	Leash or Confinement for Dogs	1st Offense – \$100.00 2nd Offense – \$200.00 Subsequent Offenses – \$300.00 Progressive	Health/Safety Exception (CC §5850)
GR.2.14b	Aggressive Dogs	\$300.00	Health/Safety Exception (CC §5850)
GR.2.14c	Designated Areas for Dogs	1st Offense – \$100.00 2nd Offense – \$150.00 Subsequent Offenses – \$200.00 Progressive	Health/Safety Exception (CC §5850)
GR.2.14d	Dog Waste	\$100.00	
GR.2.14e	Unreasonable Disturbance	\$100.00	
GR.2.14f	Service Dogs	\$100.00, Per Occurrence	
GR.2.15	Littering	\$100.00	
GR.2.16	Door-to-Door Solicitation	\$100.00, Per Offense	
GR.2.17	Fighting	\$500.00	Health/Safety Exception (CC §5850); Tripled on Holidays
GR.2.18a	Loud Noise	\$100.00	
GR.2.18b	Aggravated Nuisance	\$250.00	Health/Safety Exception (CC §5850); Tripled on Holidays
GR.2.18c	Noxious/Offensive Conduct	\$100.00	Health/Safety Exception (CC §5850); Tripled on Holidays
GR.2.19	No Use of Recreational Facilities for Commercial Purpose	\$250.00	Health/Safety Exception (CC §5850)
GR.2.20	No Use an/or Operation of Any Vehicle, Vessel, E-Bike, Golf Cart or Any Other Vehicle, While Under the Influence	\$1,000.00	Health/Safety Exception (CC §5850); Tripled on Holidays
GR.2.21	No Alcohol Permitted	\$100.00, Per Occurrence	Tripled on Holidays
GR.2.22	Lake Contamination	<b>Unintentional</b> 1st Offense – \$100.00 Subsequent Offenses – \$250.00 Plus Cost of Clean-up <b>Intentional</b> \$750.00 Plus Cost of Clean-up	Health/Safety Exception (CC §5850)
GR.2.23	No Unauthorized Dumping	\$250.00, Per Occurrence, Plus Disposal Costs	Health/Safety Exception (CC §5850)
GR.4.1	Special Events Permit	\$100.00, Plus Cost of Any Governmental Entity Imposed Fines	Health/Safety Exception (CC §5850)
Gr.4.1a	Special Event Area Access	\$100.00	
GR.4.2a	Permit Required for Garage Sales	\$100.00	

## FINE SCHEDULE

GR.4.2b	Garage Sales - Address / Tract & Lot	\$100.00	
GR.4.2d	Garage Sales Duration	\$100.00	
GR.4.2e	Commercial Merchandising at Garage Sales	\$100.00	
GR.4.2f.1	Garage Sales Signs	\$100.00	
GR.4.2f.2	Only Three (3) Garage Sale Signs	\$100.00	
GR.4.2f.3	Date and Location on Garage Sale Signs	\$100.00	
GR.4.2f.4	Garage Sales Signs on Vehicles	\$100.00	
GR.4.2f.5	Garage Sales Sign Modification	\$100.00	
GR.4.2f.6	Garage Sale Signs without Stake	\$100.00	
GR.4.2f.7	Other Garage Sale Signs or Advertising	\$100.00	
GR.4.2f.8	Remove Garage Sales Signs	\$100.00	
GR.4.2g	Unauthorized Garage Sales Signs	\$100.00	
GR.4.3	Moving Pass / Temporary Parking Permit	\$100.00	
GR.4.4b	Fishing License	\$100.00	
GR.4.4c	Guests Must Be Accompanied by a Member	\$100.00	
GR.4.4f	Fishing Pole Requirements One (1) Pole per Person	\$100.00	
GR.4.4g	Night Fishing	\$100.00	
GR.4.4h	Fishing Prohibited on Main/North/Treasure Island Causeways and Common Docks	\$100.00	
GR.4.4i	Fishing on Private Property	\$100.00	
GR.4.4j	Fishing Flotation Device Requirements	\$100.00	
GR.4.4k	Fishing Tube Requirements	\$100.00	
GR.4.4k.1	Fishing Tube Reflective Material Requirement	\$100.00	
GR.4.4k.2	Whistle Required for Fishing	\$100.00	
GR.4.4k.3	Flashlight Required for Fishing	\$100.00	
GR.4.4k.4	Possession of Whistle and Flashlight for Fishing	\$100.00	
GR.4.4k.5	Lifejacket Required for Fishing	\$100.00	
GR.4.5	Signs in Community Setback	\$100.00	
GR.4.5a	Election Sign Requirements	\$100.00	
GR.4.5a.1	Election Sign Size	\$100.00	
GR.4.5a.2	Election Sign in Street	\$100.00	
GR.4.5a.3	Election Sign Location / Cannot Obscure Fire Hydrant	\$100.00	
GR.4.5a.4	Election Sign Attachment	\$100.00	
GR.4.5a.5	Election Sign Appearance / No Embellishments	\$100.00	
GR.4.5a.6	Non-Conforming Election Signs	\$100.00	
GR.4.5a.7	Election Sign Removal	\$100.00	
GR.4.5b	CLPOA Election Sign Requirements	\$100.00	

# FINE SCHEDULE

GR.4.5b.1	CLPOA Sign Size	\$100.00	
GR.4.5b.2	CLPOA Sign in Street	\$100.00	
GR.4.5b.3	CLPOA Sign Location / Cannot Obscure Fire Hydrant	\$100.00	
GR.4.5b.4	CLPOA Sign Attachment	\$100.00	
GR.4.5b.5	No Embellishments	\$100.00	
GR.4.5b.6	Non-Conforming CLPOA Signs	\$100.00	
GR.4.5b.7	CLPOA Sign Removal	\$100.00	
GR.4.5c	Open House Sign Requirements	1st Offense – Warning Subsequent Offenses – \$100.00	
GR.4.6	No Signs/Flags with Obscene Content	\$100.00	
GR.5.1a	Non-Specified Violations	\$100.00	
GR.5.1b	Valid State Registration	\$100.00	
GR.5.1c	Maximum Speed Limit – 20 MPH Over is considered Reckless Driving (GR.5.1r)	<b>1–10 MPH Over</b> 1st \$100.00   2nd \$150.00   3rd \$200.00 <b>11–15 MPH Over</b> 1st \$150.00   2nd \$200.00   3rd \$300.00 <b>16–19 MPH Over</b> 1st \$200.00   2nd \$400.00   3rd \$600.00 <i>Progressive</i>	<i>Health/Safety Exception (CC §5850); Tripled on Holidays</i>
GR.5.1d	Passing	\$100.00	
GR.5.1e	Riding / Towing	\$100.00	
GR.5.1f	Open Containers	\$500.00	<i>Health/Safety Exception (CC §5850); Tripled on Holidays</i>
GR.5.1g	Entry Requirements	\$100.00	
GR.5.1h	Decal Requirements	\$100.00	
GR.5.1i	Decal Removal	\$100.00	
GR.5.1j	Helmet Requirement	\$100.00	
GR.5.1k	Speed Exhibition	1st Offense – \$200.00 2nd Offense – \$400.00 Subsequent Offenses – \$600.00 <i>Progressive</i>	<i>Health/Safety Exception (CC §5850); Tripled on Holidays</i>
GR.5.1l	Evading Community Patrol	\$250.00	<i>Exempt form AB130; Tripled on Holidays</i>
GR.5.1m	Failure to Comply	\$250.00	<i>Health/Safety Exception (CC §5850); Tripled on Holidays</i>
GR.5.1n	Failure to Stop for School Bus Signal	\$250.00	<i>Health/Safety Exception (CC §5850)</i>
GR.5.1o	Failure to Stop for a Stop Sign	\$250.00	<i>Health/Safety Exception (CC §5850); Tripled on Holidays</i>
GR.5.1p	Crossing Over Double-Yellow Line	\$250.00	<i>Health/Safety Exception (CC §5850)</i>
GR.5.1q	Passing on the Right	\$250.00	<i>Health/Safety Exception (CC §5850)</i>

# FINE SCHEDULE

GR.5.1r	Reckless Driving	\$500.00	<i>Health/Safety Exception (CC §5850); Tripled on Holidays</i>
GR.5.1s	Following Too Close	\$250.00	<i>Health/Safety Exception (CC §5850)</i>
GR.5.1t	Use Of Wireless Communication Device	\$250.00	<i>Health/Safety Exception (CC §5850)</i>
GR.5.1u	Right Turn Only	\$100.00	
GR.5.2	Prohibited Vehicles	\$1,000.00, Per Occurrence	<i>Health/Safety Exception (CC §5850); Tripled on Holidays</i>
GR.5.2b	Electric Bicycle Registration	\$250.00	<i>Health/Safety Exception (CC §5850)</i>
GR.5.2c	Light Requirements	\$250.00	<i>Health/Safety Exception (CC §5850)</i>
GR.5.2d	Scoters / Motorized Boards	\$250.00	<i>Health/Safety Exception (CC §5850)</i>
GR.5.2e	Passengers	\$250.00	<i>Health/Safety Exception (CC §5850); Tripled on Holidays</i>
GR.5.2f	Reckless Behavior	\$250.00	<i>Health/Safety Exception (CC §5850); Tripled on Holidays</i>
GR.5.2g	Pedals	\$250.00	<i>Health/Safety Exception (CC §5850)</i>
GR.5.2h	Failure to Yield	\$250.00	<i>Health/Safety Exception (CC §5850)</i>
GR.5.2i	Use of Personal Electric Vehicles	1st Offense – \$250.00 Subsequent Offenses – \$500.00	<i>Health/Safety Exception (CC §5850)</i>
GR.5.3a	Parking Vehicle For Sale	\$100.00	
GR.5.3b	Vehicle Parking / Storage on Unpaved Portion of Property	\$100.00	
GR.5.3c	Vehicle Parking / Storage on Unimproved Lots	\$100.00	
GR.5.3d	Parking of Stripped, Wrecked or Junk Vehicles on Streets	\$100.00	
GR.5.3e	Long-Term Street Parking	\$100.00	
GR.5.3f	Vehicles Extending Beyond Curb Line	\$100.00	
GR.5.3g	Parking Too Close to Stop Sign	\$100.00	
GR.5.3h	Parking in Handicap Zone	\$100.00	
GR.5.3i	Parking in Community Patrol Space	\$100.00	
GR.5.3j	Parking on Wrong Side of Street	\$100.00	
GR.5.3k	Parking Obstructing Traffic	\$100.00	
GR.5.3l	Parking Blocking Driveway	\$100.00	
GR.5.3m	Parking Away From Curb	\$100.00	
GR.5.3n	Parking Semi-Truck on the Street	\$100.00	
GR.5.3o	Parking Near Fire Hydrant	\$100.00	
GR.5.3p	Parking Without Current Decal or Guest Permit	\$100.00	
GR.5.3q	Parking Without Valid State Registration Decals	\$100.00	
GR.5.3r	Other Illegal Parking	\$100.00	
GR.5.3s.1	Restrictions for Campers and Trailers	\$100.00	
GR.5.3s.2	Designated Area for Boat Trailer Parking	\$100.00	

# FINE SCHEDULE

GR.5.3s.3	Designated Area for Car and Truck Parking	\$100.00	
GR.5.3s.4	Overnight Camping Vehicles	\$100.00	
GR.5.3s.5	Parking Trailer on Vacation Drive or Old Wrangler	\$100.00	
GR.5.3t	Designated Parking For Boat Trailer Parking At Launch Sites	\$100.00	
GR.5.3u	Vehicles Displaying Service Provider/Contractor Passes	\$100.00	
GR.5.4a	Commercial Use of Lots	\$100.00	
GR.5.4b	Parking of Vehicles Over 3/4 Ton	\$100.00	
GR.5.4c	Construction Vehicle Parking	\$100.00	
GR.5.4d	Parking of Contractors' Equipment	\$100.00	
GR.5.5a	Recreational Vehicle / Trailer Parking on Streets	\$100.00	
GR.5.5b	Recreational Vehicle / Trailer Parking / Storage on Lots	\$100.00	
GR.5.5c	Trailer Parking After Sunset	\$100.00	
GR.5.5d	Loading / Unloading of Recreational Vehicles	\$100.00	
GR.5.6a	Operation of Prohibited Vehicle	1st Offense – \$100.00 2nd Offense – \$300.00 Subsequent Offenses – \$500.00 <i>Progressive</i>	<i>Health/Safety Exception (CC §5850)</i>
GR.5.6b	Registering of Prohibited Vehicle	\$500.00	<i>Health/Safety Exception (CC §5850)</i>
GR.5.6d	Registration Required	\$250.00	<i>Health/Safety Exception (CC §5850)</i>
GR.5.6d.1	Insurance Required	\$250.00	<i>Health/Safety Exception (CC §5850)</i>
GR.5.6f	License Required	\$250.00	<i>Health/Safety Exception (CC §5850)</i>
GR.5.6g	Flag Required	\$250.00	<i>Health/Safety Exception (CC §5850)</i>
GR.5.6h	Maximum Speed Limit for Golf Carts – 20 MPH Over Is Considered Reckless (GR.5.6j)	<b>1–10 MPH Over</b> 1st \$50.00   2nd \$100.00   Subsequent Offenses \$150.00 <b>11–15 MPH Over</b> 1st \$100.00   2nd \$200.00   Subsequent Offenses \$300.00 <b>16–19 MPH Over</b> 1st \$200.00   2nd \$400.00   Subsequent Offenses \$600.00 <i>Progressive</i>	<i>Health/Safety Exception (CC §5850)</i>
GR.5.6i	Golf Cart Riders Per Passenger Seat	\$250.00	<i>Health/Safety Exception (CC §5850)</i>
GR.5.6j	Unsafe Reckless and / or Negligent Behavior	\$500.00	<i>Health/Safety Exception (CC §5850)</i>
GR.5.6k	Standing in a Moving Golf Cart	\$250.00	<i>Health/Safety Exception (CC §5850)</i>
GR.5.6m	Headlights and Taillights Required	\$250.00	<i>Health/Safety Exception (CC §5850)</i>
GR.5.6n	Towing of Bicycles, Skateboards or Any Other Device	\$250.00	<i>Health/Safety Exception (CC §5850)</i>

# FINE SCHEDULE

GR.5.6o	Requirements for Pulling Single Motorcycle Trailer	\$250.00	<i>Health/Safety Exception (CC §5850)</i>
GR.6.1b	Gate Entrances	\$100.00	
GR.6.1c.2	Drivers Entering Community Must be Authorized	\$200.00	<i>Health/Safety Exception (CC §5850)</i>
GR.6.2b	Drivers License or Government ID Required	\$100.00	
GR.6.2c	ID or CLPOA Card Required in the Common Areas	\$100.00	
GR.6.3	Misuse of Access Identification	\$250.00	<i>Health/Safety Exception (CC §5850)</i>
GR.6.6	Membership Cards	\$100.00	
GR.6.7	Vehicle with Expired or No Identification	\$100.00	
GR.6.8a	Non-Authorized Entry	1st Offense – \$125.00 2nd Offense – \$250.00 Subsequent Offenses – \$500.00 <i>Progressive</i>	<i>Health/Safety Exception (CC §5850)</i>
GR.6.8b	Piggy Backing	1st Offense – \$100.00 2nd Offense – \$150.00 Subsequent Offenses – \$200.00 <i>Progressive</i>	<i>Health/Safety Exception (CC §5850)</i>
GR.6.14d	Canyon Lake Estates & Fairway Estates Access Control	\$250.00, Per Occurrence	<i>Health/Safety Exception (CC §5850)</i>

## COURTS & FIELDS RULES

Section No.	Abbreviated Violation	Fine Amount	Provisions & Exceptions
CF.2.1	No Profanity	\$100.00	
CF.2.2	Alcoholic Beverage Restrictions	\$100.00	
CF.2.3	Glass Container Restrictions	\$100.00	
CF.2.4	Wheeled Devices Restrictions	\$100.00	
CF.2.5	Animal Restrictions	\$100.00	
CF.2.7	No Trash/Littering	\$100.00	
CF.2.8	Designated Parking	\$100.00	
CF.3.2	Basketball Courts Non-marking Shoes	\$100.00	
CF.3.5	Guest Use on Basketball Courts	\$100.00	
CF.5.2	Pickleball Courts Non-marking Shoes	\$100.00	
CF.5.3	Pickleball Courts Player Rotation	\$100.00	
CF.5.4	Pickleball Courts Guest Use	\$100.00	
CF.6.2	Tennis Courts Non-marking Shoes	\$100.00	
CF.6.7	Tennis Courts Guest Use	\$100.00	

## EQUESTRIAN CENTER RULES

Section No.	Abbreviated Violation	Fine Amount	Provisions & Exceptions
EC.2.3	Recreational Use	\$100.00	

## FINE SCHEDULE

EC.2.4	Stallions	\$500.00, Per Day	<i>Health/Safety Exception (CC §5850)</i>
EC.2.6	Compliance	\$100.00	
EC.2.8	Unsafe Behavior and / or Activity	1st Offense – \$100.00 2nd Offense – \$200.00 Subsequent Offenses – \$400.00 <i>Progressive</i>	<i>Health/Safety Exception (CC §5850)</i>
EC.2.10	Speed Limit	\$100.00	
EC.2.11	Feeding Other's Horses	\$100.00	
EC.2.12	Shoes Required / No Bare Feet	\$100.00	
EC.2.13a	Leash Required for Dogs	\$100.00	
EC.2.13b	Clean-Up After Pet	\$100.00	
EC.2.14	Littering / Trash	\$100.00	
EC.2.15	Smoking	\$100.00	
EC.2.16	Alcohol	\$100.00	
EC.2.17	Bicycles	\$100.00	
EC.2.18	Skateboards	\$100.00	
EC.2.19	Music	\$100.00	
EC.2.20	Riding in Designated Areas	1st Offense – \$100.00 2nd Offense – \$150.00 Subsequent Offenses – \$200.00 <i>Progressive</i>	<i>Health/Safety Exception (CC §5850)</i>
EC.2.21	Authorized Persons in Horse Stall Areas	\$100.00	
EC.3.1	Ponying of Horses	\$100.00	
EC.3.2	Horses Under Saddle	\$100.00	
EC.3.3	Direction	\$100.00	
EC.3.4	Distance	\$100.00	
EC.3.5a	Riders Under Sixteen (16) Years of Age - Helmet Required	\$100.00	
EC.3.5b	Jumping - Helmet Required	\$100.00	
EC.3.6	Working Patterns	\$100.00	
EC.4.1	Turn-Out Period	\$100.00	
EC.4.2	Turn-Out Routine	\$100.00	
EC.4.3	Keep Gates Closed	\$100.00	
EC.4.4	Unattended Horses	\$100.00	
EC.4.5	Horse Wash Area	\$100.00	
EC.4.6	Clean-Up After Your Horse	\$100.00	
EC.4.7	Riding in Barn Aisle-Ways	\$100.00	
EC.4.8	Close and Lock Trail Gate	\$100.00	

# FINE SCHEDULE

<b>GOLF COURSE RULES</b>			
<b>Section No.</b>	<b>Abbreviated Violation</b>	<b>Fine Amount</b>	<b>Provisions &amp; Exceptions</b>
GC.3.1	Registration and/or Payment	\$100.00	
GC.3.3	No Fivesomes	\$100.00	
GC.3.4	Practice	\$100.00	
GC.3.5	Stopping	\$100.00	
GC.3.6	Falling Behind	\$100.00	
GC.3.7	Fighting or Misconduct	\$500.00	<i>Health/Safety Exception (CC §5850)</i>
GC.3.9	Swimming, Fishing, or Wading in Golf Course Lakes	\$100.00	
GC.3.10	Pets on Golf Course	\$100.00	
GC.3.11	Authorized Persons on Golf Course and / or Cart Paths	\$100.00	
GC.3.12	Authorized Golf Carts Allowed on Golf Course	\$100.00	
GC.3.13	No Pedestrians	\$100.00	
GC.3.14	No Loud Music	\$100.00	
GC.4.1	Drivers License Required	\$100.00	
GC.4.2	Authorized Use	\$100.00	
GC.4.3	Stay and/or Park on Cart Path Around Tees and Greens	\$100.00	
GC.4.4	Maintain Required Distance from Greens	\$100.00	
GC.4.5	Maximum Two (2) Persons Per Cart	\$100.00	
GC.4.6	Carts without Turf-Friendly Tires	\$100.00	

<b>HAPPY CAMP RULES</b>			
<b>Section No.</b>	<b>Abbreviated Violation</b>	<b>Fine Amount</b>	<b>Provisions &amp; Exceptions</b>
HC.3.2	Registration/Payment	\$100.00	
HC.3.4	Check-In	\$100.00	
HC.3.5	Receipt	\$100.00	
HC.3.6	Occupancy	\$100.00	
HC.3.9	Overstaying	\$100.00, Per Day	<i>Health/Safety Exception (CC §5850)</i>
HC.3.10	Stay Limits	\$100.00, Per Day	<i>Health/Safety Exception (CC §5850)</i>
HC.3.11	Non-Compliance	\$100.00	
HC.4.1	Restricted Areas	\$100.00	
HC.4.2	Quiet Hours	\$100.00	
HC.4.3	Vehicle Parking	\$100.00	
HC.4.4	Parking or Storing Boat Trailers	\$100.00, Per Day	<i>Health/Safety Exception (CC §5850)</i>
HC.4.5	Speed Limit	\$100.00	
HC.4.6	Minors/Curfew	\$100.00	
HC.4.7a	Leash is Required	\$100.00	

# FINE SCHEDULE

HC.4.7b	Barking Dogs	\$100.00	
HC.4.7c	Pets on Beach Areas, Docks and / or Slopes	\$100.00	
HC.4.7d	Pets in Restroom or Laundry Area	\$100.00	
HC.4.7e	Clean-up After Pet	\$100.00	
HC.4.8	Loud / Amplified Music	\$100.00	
HC.4.9	Open Fires	\$100.00	
HC.4.10	Littering / Trash	\$100.00	
HC.4.11	Glass Containers	\$100.00	
HC.4.12	Clotheslines	\$100.00	
HC.4.13	Vehicle Washing	\$100.00	
HC.4.14	Securing Boats Overnight	\$100.00, Per Boat, Per Night	Health/Safety Exception (CC §5850)
HC.4.15	Reporting Leaks	\$100.00, Plus Cost of Clean-Up	Health/Safety Exception (CC §5850)
HC.4.16	Damages	Cost of Repair	Health/Safety Exception (CC §5850)

LAKE & MARINA RULES			
Section No.	Abbreviated Violation	Fine Amount	Provisions & Exceptions
LM.2.5	Current and Displayed Registration is Required with State for ALL Motorized Boats and Boats Larger than Eight (8) Feet in Length Propelled Solely by Sail	\$100.00	
LM.2.6	Unregistered Boat Operating On the Lake	Motorized – \$500.00 Non-Motorized – \$100.00	Health/Safety Exception (CC §5850)
LM.2.7	Unregistered Boats Sitting On or Above Water	Motorized/Non-Motorized – \$100.00	
LM.2.9c	Cancelled / Expired Insurance	\$100.00	
LM.2.11	Change in Ownership	\$100.00	
LM.5.1	Domestic Animals in the Water	\$250.00	Health/Safety Exception (CC §5850)
LM.5.2	Restrictions for Swimming, Snorkeling, Skin Diving, and/or Use of Small Floatation Devices	\$100.00	
LM.5.3	Swimming in Tunnels	\$100.00	
LM.5.4	Flotation Devices / Blocking Ingress or Egress	\$100.00	
LM.5.5	No Jumping or Diving from Docks / Causeways	\$100.00	
LM.5.6	Scuba Diving without Approval from Marine Patrol	\$100.00	
LM.5.7	Littering	\$100.00	
LM.6.3	Follow Marine Patrol Directives	\$250.00	Health/Safety Exception (CC §5850)
LM.6.6	Exceeding Load / Weight Capacity	\$150.00	Health/Safety Exception (CC §5850)
LM.6.7	Speed Limits - Main Lake Ski Area	\$250.00	Health/Safety Exception (CC §5850); Tripled on Holidays
LM.6.8	Temporary Restricted Speeds	\$250.00	Health/Safety Exception (CC §5850); Tripled on Holidays
LM.6.9	Age Requirements for Boat Operation	\$250.00	Health/Safety Exception (CC §5850)

# FINE SCHEDULE

LM.6.10	Lifejackets for Minors	\$250.00	<i>Health/Safety Exception (CC §5850); Tripled on Holidays</i>
LM.6.11a	Noise Pollution	\$100.00	
LM.6.11b	Excessively Loud Music	\$500.00	<i>Health/Safety Exception (CC §5850)</i>
LM.6.12	Right of Way	\$250.00	<i>Health/Safety Exception (CC §5850); Tripled on Holidays</i>
LM.6.13	Follow Counter-Clockwise Pattern	\$250.00	<i>Health/Safety Exception (CC §5850); Tripled on Holidays</i>
LM.6.14	Rowboats / Slow Moving Craft - Stay Close to Shoreline	\$250.00	<i>Health/Safety Exception (CC §5850)</i>
LM.6.15	Use of Water Devices	\$250.00	<i>Health/Safety Exception (CC §5850)</i>
LM.6.17	No Towing Permitted between Almanac Sunset to Sunrise	\$250.00	<i>Health/Safety Exception (CC §5850)</i>
LM.6.18	Navigation Lights Required	\$250.00	<i>Health/Safety Exception (CC §5850)</i>
LM.6.19	Docked Boats	\$250.00	<i>Health/Safety Exception (CC §5850)</i>
LM.6.20	Docking or Anchoring Boat	\$100.00	
LM.6.21	Lodge Rental Docks Restricted to Slip Holders	\$100.00	
LM.6.22	Boats Anchored, Drifting or Coming to Rest in between Center Line Buoys in the East Bay	\$100.00	
LM.6.23	No Access on Lake Between Float Line Barrier and Dam	\$500.00	<i>Health/Safety Exception (CC §5850)</i>
LM.6.24	Passing Mid Channel Buoys	\$100.00	
LM.6.25	Tie Up To, Move or Damage CLPOA Owned Buoy	\$250.00	<i>Health/Safety Exception (CC §5850)</i>
LM.6.26	Personal Anchor Buoy for Docking a Boat	\$100.00	
LM.6.27	Cleaning, Painting or Repairing Boats, Equipment or Items on CLPOA Property	\$100.00	
LM.6.29	Towing Through Tunnel	\$100.00	
LM.7.1	Jet Skis, Motorized Boards, Personal Motorized Watercraft	\$500.00	<i>Health/Safety Exception (CC §5850); Tripled on Holidays</i>
LM.7.3	Reckless / Negligent Behavior Operating a Boat	\$500.00	<i>Health/Safety Exception (CC §5850)</i>
LM.7.4	Operate Powerboats from the Primary Operators Station	\$100.00	
LM.7.5	Lifejackets / Equipment Required	\$100.00, Per Item	<i>Health/Safety Exception (CC §5850)</i>
LM.7.6	Water Diverting Devices	\$100.00	
LM.7.7	Buzzing or Wetting Down Others	\$250.00	<i>Health/Safety Exception (CC §5850)</i>
LM.7.8	Remote Controlled Watercrafts	\$100.00	
LM.8.1	Lower Sails and Secure Sailboats	\$100.00	
LM.8.2	Lifejackets	\$150.00	<i>Health/Safety Exception (CC §5850)</i>
LM.8.3	Lifejackets Required for Windsurfers	\$150.00	<i>Health/Safety Exception (CC §5850)</i>
LM.9.1	Watersports Hours	\$150.00	<i>Health/Safety Exception (CC §5850)</i>
LM.9.2	Lifejackets Required for Skiers or Riders	\$150.00	<i>Health/Safety Exception (CC §5850)</i>
LM.9.3	One (1) Skier or Rider Per Boat	\$100.00	

# FINE SCHEDULE

LM.9.4	Counter-Clockwise Ski Pattern	\$150.00	<i>Health/Safety Exception (CC §5850)</i>
LM.9.5	Ski Pattern Turns	\$150.00	<i>Health/Safety Exception (CC §5850)</i>
LM.9.6	Requirements for Observers	\$100.00	
LM.9.7	Requirements for Down Skier / Rider	\$100.00	
LM.9.9	Maintain Safe Distance from Docks	\$150.00	<i>Health/Safety Exception (CC §5850)</i>
LM.9.10	No Start or End at Dock	\$100.00	
LM.9.11	Safe Distance Required for Towing	1st Offense – \$100.00 2nd Offense – \$150.00 Subsequent Offenses – \$200.00	<i>Health/Safety Exception (CC §5850); Tripled on Holidays</i>
LM.9.12	Requirements for Use of Water Devices	1st Offense – \$100.00 2nd Offense – \$150.00 Subsequent Offenses – \$200.00	<i>Health/Safety Exception (CC §5850)</i>
LM.9.13	Unsafe, Reckless and / or Negligent Behavior	\$500.00	<i>Health/Safety Exception (CC §5850)</i>
LM.9.14	Shore Start	\$100.00	
LM.9.15	Requirements for Cove Start	\$100.00	
LM.9.16	Special Rules for Treasure Island, Sunset Beach and Other High Traffic Areas	\$100.00	
LM.9.17	Ski Rope Requirements / No Side Mount Bars	\$100.00	
LM.9.18	Retrieval of Ski Ropes	\$250.00	<i>Health/Safety Exception (CC §5850)</i>
LM.9.19	Retrieval of Loose Skis	\$250.00	<i>Health/Safety Exception (CC §5850)</i>
LM.9.20	Wake Enhancing Devices	\$100.00	<i>Health/Safety Exception (CC §5850); Tripled on Holidays</i>
LM.9.21a	Direction of Travel	\$150.00	<i>Health/Safety Exception (CC §5850)</i>
LM.9.21b	Safe Distance	\$150.00	<i>Health/Safety Exception (CC §5850)</i>
LM.9.21c	Persons Assisting Beginner Skiers / Riders	\$150.00	<i>Health/Safety Exception (CC §5850)</i>
LM.9.23	Slalom Skiing Priority	\$100.00	
LM.9.24	Skiers Turn/Boat Rotation	\$100.00	
LM.9.25	Skiers Turn Determination	\$100.00	
LM.9.26	Restricted Boat Access During Skiers Turn	\$100.00	
LM.9.27	Boats Stop at North End of Course	\$100.00	
LM.10.3	Requirements by Canyon Lake POA for Red Quarantine Seal	\$100.00	
LM.10.6b	Removal of Red Quarantine Seal	\$500.00	<i>Health/Safety Exception (CC §5850)</i>

## PARKS & BEACHES RULES

Section No.	Abbreviated Violation	Fine Amount	Provisions & Exceptions
PB.2.2	Designated Parking	\$100.00	
PB.2.2.a	Overnight Parking at Lodge	\$100.00	
PB.2.3	Propane Grills / Fire Extinguisher	\$100.00	

## FINE SCHEDULE

PB.2.4	Open / Beach Fire	\$100.00	
PB.2.5	Golf Carts, Bicycles, Skateboards, Etc. on Landscape	\$100.00	
PB.2.6	Dogs	\$100.00	
PB.2.7	Loud Music	\$100.00	
PB.2.8	Reserved Sites	\$100.00	
PB.2.9	Working on CLPOA Property	\$100.00	
PB.2.10	No Glass Containers On Beaches	\$100.00 Per Occurrence	<i>Health/Safety Exception (CC §5850)</i>
PB.3.3	Outside Vendors	\$100.00	
PB.3.4a	Facility Use	\$100.00	
PB.3.4b	Proof of Insurance	\$100.00	
PB.3.4d	Generators	\$100.00	
PB.3.5	Group Functions	\$100.00	

### PLANNING & COMPLIANCE/ARCHITECTURAL GUIDELINES

Section No.	Abbreviated Violation	Fine Amount	Provisions & Exceptions
PC.1.2	Committee Review/Approval Process	\$250.00, Per Month	<i>Health/Safety Exception (CC §5850)</i>
PC.4.1	Lot Maintenance	\$100.00, Per Month	<i>Health/Safety Exception (CC §5850)</i>
PC.4.3	Fences, Walls and Retaining Walls	\$250.00, Per Month	<i>Health/Safety Exception (CC §5850)</i>
PC.4.4	Pool / Spa Maintenance	\$100.00, Per Month	<i>Health/Safety Exception (CC §5850)</i>
PC.4.5	Easements	\$100.00, Per Month	<i>Health/Safety Exception (CC §5850)</i>
PC.4.6	Light Posts / Flag Poles	\$100.00	
PC.4.7	Signs	\$100.00	
PC.4.7a	Sign Restrictions	\$100.00	
PC.4.7b	Community Setback Restriction	\$100.00	
PC.4.9	Outside Plumbing	\$100.00, Per Week	<i>Health/Safety Exception (CC §5850)</i>
PC.4.10	Household Pets	\$100.00, Per Month	<i>Health/Safety Exception (CC §5850)</i>
PC.4.11	Driveways	\$100.00, Per Month	<i>Health/Safety Exception (CC §5850)</i>
PC.4.12	Damaged Improvements and Structures	\$200.00, Per Month	<i>Health/Safety Exception (CC §5850)</i>
PC.4.13	Satellite Dishes and Antennas	\$100.00	
PC.4.14	Extension Cords	\$100.00, Per Day	<i>Health/Safety Exception (CC §5850)</i>
PC.4.15	Commercial Use of A Residential Lot	\$100.00, Per Day	<i>Health/Safety Exception (CC §5850)</i>
PC.4.16	Trash Dumping or Burning	\$1,500.00, Per Occurrence	<i>Health/Safety Exception (CC §5850)</i>
PC.4.17	Lake Dirt Dumping or Removal	\$1,500.00, Per Occurrence	<i>Health/Safety Exception (CC §5850)</i>
PC.4.18	Garbage and Refuse Containers	1st Offense – \$50.00 2nd Offense – \$75.00 3rd Offense – \$100.00 <i>Progressive</i>	
PC.4.19	Property Maintenance Required	\$250.00, Per Month	<i>Health/Safety Exception (CC §5850)</i>
PC.4.20	Dumpsters and Roll-off Boxes	\$100.00, Per Week	<i>Health/Safety Exception (CC §5850)</i>

## FINE SCHEDULE

PC.4.21	Household and Storage Modules	\$100.00, Per Week	<i>Health/Safety Exception (CC §5850)</i>
PC.4.22	Clotheslines	\$100.00	
PC.4.23	Boat and Vehicle Covers	\$100.00	
PC.4.24	Holiday Decorations	\$100.00	
PC.4.25	Basketball Hoops	\$100.00, Per Month	<i>Health/Safety Exception (CC §5850)</i>
PC.5.1	Size of Residences	\$100.00, Per Occurrence	
PC.5.7	Accessory Structures	\$100.00, Per Month	<i>Health/Safety Exception (CC §5850)</i>
PC.5.8	Fuel Tanks	\$100.00, Per Month	<i>Health/Safety Exception (CC §5850)</i>
PC.5.9	Air Conditioners / Heat Pumps	\$100.00	
PC.5.13	Swimming Pool, Spa and Water Feature / Pond	\$100.00, Per Month	<i>Health/Safety Exception (CC §5850)</i>
PC.6.1	Failure To Obtain Permit	\$250.00, Per Month	<i>Health/Safety Exception (CC §5850)</i>
PC.6.5	Street Excavation	\$1,000.000 One Time Fee, Plus Cost of Repairs	<i>Health/Safety Exception (CC §5850)</i>
PC.6.7	Encroachments	\$200.00, Per Month	<i>Health/Safety Exception (CC §5850)</i>
PC.7.1	Time Limits	\$100.00, Per Month	<i>Health/Safety Exception (CC §5850)</i>
PC.7.2	Forms and Footing Inspections	\$1,000.00 One Time Fee w/Stop Work Order	<i>Health/Safety Exception (CC §5850)</i>
PC.7.3a	Concrete Delivery Trucks	\$1,500.00 One Time Fee, Plus Cost of Clean-Up	<i>Health/Safety Exception (CC §5850)</i>
PC.7.3b	Storage / Job Site Conditions	\$100.00, Per Day	<i>Health/Safety Exception (CC §5850)</i>
PC.7.3c	Temporary Living Quarters	\$100.00, Per Day	<i>Health/Safety Exception (CC §5850)</i>
PC.7.3e	Portable Toilets	1st Offense – \$100.00 2nd Offense – \$200.00 w/ Stop Work Order	<i>Health/Safety Exception (CC §5850)</i>
PC.7.3f	Temporary Structures	\$100.00 Per Week	<i>Health/Safety Exception (CC §5850)</i>
PC.7.3g	Working Hours	1st Offense – \$100.00 2nd Offense – \$200.00 w/ Stop Work Order	<i>Health/Safety Exception (CC §5850)</i>
PC.7.3h	Sundays and Holidays	1st Offense – \$100.00 2nd Offense – \$100.00 w/ Stop Work Order	
PC.7.3i	Construction Signs	1st Offense – \$100.00 2nd Offense – \$100.00 w/ Stop Work Order	
PC.7.4b	Contractor Passes	\$100.00, Per Occurrence	
PC.7.5	Occupancy Permits	\$100.00, Per Day	<i>Health/Safety Exception (CC §5850)</i>
PC.7.6	Failure to Obtain Permit	1st Offense – \$500.00 2nd Offense – \$1,000.00 3rd Offense – \$1,500.00	<i>Health/Safety Exception (CC §5850)</i>
PC.7.7	Failure to Build According to Plans	1st Offense – \$500.00 2nd Offense – \$1,000.00 3rd Offense – \$1,500.00	<i>Health/Safety Exception (CC §5850)</i>

## FINE SCHEDULE

PC.8.1	Improved Lots	Front – \$100.00 Per Month Rear & Sides – \$100.00 Per Month	
PC.8.1b	New Home / Major Construction	\$150.00, Per Month	<i>Health/Safety Exception (CC §5850)</i>
PC.8.2	Vacant Lots	\$150.00, Per Month	<i>Health/Safety Exception (CC §5850)</i>
PC.8.4	Trees	\$500.00, Per Occurrence	<i>Health/Safety Exception (CC §5850)</i>
PC.8.5	Front Yard Landscaping	\$100.00	
PC.8.6	Side Yard Landscaping	\$100.00	
PC.8.7	Community Setback Landscaping	\$100.00, Per Month	<i>Health/Safety Exception (CC §5850)</i>
PC.8.8	Corner Lots Plants, Shrubs and Bushes	\$100.00, Per Month	<i>Health/Safety Exception (CC §5850)</i>
PC.8.9	Leaves and Debris	\$100.00, Per Month – Front \$100.00, Per Month – Rear & Sides	<i>Health/Safety Exception (CC §5850)</i>
PC.9.1	Failure to Follow Process for Material Changes	\$1,000.00 Plus CLPOA's Self-Help Costs (if any)	<i>Health/Safety Exception (CC §5850)</i>
PC.9.1e	License Agreement Rejected for Recordation	\$500.00, Each License Agreement Rejection	<i>Health/Safety Exception (CC §5850)</i>
PC.9.2	Failure to Follow Process for Non-Material Changes	\$500.00 Plus CLPOA's Self-Help Costs (if any)	<i>Health/Safety Exception (CC §5850)</i>
PC.9.5	Failure to Comply with CLPOA Order to Modify/Remove Shoreline Improvements	1st Week – \$250.00 2nd Week – \$500.00 3rd Week – \$750.00 Continuing Fine of \$1,000.00 Per Week Thereafter	<i>Health/Safety Exception (CC §5850)</i>
PC.9.6	Shorline Maintenance	\$200.00, Per Month Plus CLPOA's Self-Help Costs (if any)	<i>Health/Safety Exception (CC §5850)</i>
PC.9.7b	Dock Covers	\$100.00, Per Month	<i>Health/Safety Exception (CC §5850)</i>
PC.9.7d	Dock Anchorage	\$200.00, Per Month	<i>Health/Safety Exception (CC §5850)</i>
PC.9.7e	Dock Placement	\$200.00, Per Month	<i>Health/Safety Exception (CC §5850)</i>
PC.9.7f	Failure to Maintain Dock Numbers	\$100.00, Per Month	<i>Health/Safety Exception (CC §5850)</i>
PC.9.7h	Mooring Privileges	\$100.00, Per Occurrence	<i>Health/Safety Exception (CC §5850)</i>
PC.9.7i	Disposal/Removal of Old Dock	\$1,000.00 Plus CLPOA's Self-Help Costs (if any)	<i>Health/Safety Exception (CC §5850)</i>
PC.9.11	Dredging/Grading	\$1,500.00, Per Occurrence Plus CLPOA's Self-Help Costs (if any)	<i>Health/Safety Exception (CC §5850)</i>
PC.9.13	Failure to Obtain Transportation Permit	\$500.00, Per Occurrence	<i>Health/Safety Exception (CC §5850)</i>
PC.9.14	Failure to Maintain Pool	\$1,500.00, Per Occurrence	<i>Health/Safety Exception (CC §5850)</i>
PC.9.15	No Commercial Use	\$500.00, Per Occurrence	<i>Health/Safety Exception (CC §5850)</i>
PC.10.1	Improvements Located Within EVMWD Sewer Easement	\$250.00, Per Month	<i>Health/Safety Exception (CC §5850)</i>

# FINE SCHEDULE

PC.10.2	Easement Application	\$250.00, Per Month	<i>Health/Safety Exception (CC §5850)</i>
---------	----------------------	---------------------	---

PUMP TRACK RULES			
Section No.	Abbreviated Violation	Fine Amount	Provisions & Exceptions
PT.1.0	Waiver	\$100.00	
PT.1.1	Protective Gear	\$100.00	
PT.1.2	Pegs Not Allowed	\$100.00	
PT.1.3	Children Under 12	\$100.00	
PT.1.4	Non-Motorized Devices	\$100.00	
PT.1.6	Use Outside Hours	\$100.00	
PT.1.7	Profanity & Violence	\$100.00	
PT.1.9	Alcohol/Illegal Drugs Prohibited	\$100.00	
PT.1.10	Animals	\$100.00	
PT.1.12	Entry Gate	\$100.00	

RESTAURANT FACILITIES RULES			
Section No.	Abbreviated Violation	Fine Amount	Provisions & Exceptions
RF.2.1	Underage Drinking	\$100.00	
RF.2.3	Alcoholic Beverages Leaving Premises	\$100.00	
RF.2.5	Golf Cart Parking	\$100.00	
RF.2.6	Skateboards or Bicycles	\$100.00	

SENIOR CENTER RULES			
Section No.	Abbreviated Violation	Fine Amount	Provisions & Exceptions
SC.2.1	Park & Ride Programs	\$100.00	
SC.2.2	Designated Parking for Motorcycles	\$100.00	
SC.2.3	Designated Area for Community Patrol	\$100.00	
SC.2.4	Parking Hours	\$100.00	
SC.2.5	No Parking on Landscaped Areas	\$100.00	

SWIMMING POOL RULES			
Section No.	Abbreviated Violation	Fine Amount	Provisions & Exceptions
SP.2.6	Animals	\$100.00	
SP.2.8	Alcoholic Beverages	\$100.00	
SP.2.9	Glass Containers or Objects	\$100.00	
SP.2.10	Bicycles	\$100.00	
SP.2.11	Skateboards	\$100.00	
Sp.2.12	Scooters	\$100.00	

# FINE SCHEDULE

SP.2.13	Obey Pool Attendants	\$100.00	
SP.2.14	Unsafe Behavior and / or Activity	\$100.00	

# FINE SCHEDULE

<b>Provisions &amp; Exceptions Legend</b>	
<i>Health/Safety Exception (CC §5850)</i>	Applies to violations that may result in an adverse health or safety impact on common area(s) or another member’s property; fines may exceed \$100.
<i>Triple Fines for Holidays, Canyon Lake POA Special Events, and Adjacent Weekends:</i>	<p>The Canyon Lake POA has a history of very large influxes of people into the community during holidays, community special events, and the adjacent weekends thereof. In some instances, the number of people in the community can surge to 2 or 3 times the full-time population. Accompanying these large surges of people, there has been a documented history of reckless and dangerous behavior, particularly in boats and land-based vehicles. Fines for violation of certain rules designed to mitigate adverse health and or safety impacts, as set forth in the schedule below, have proven ineffective at deterring the reckless and dangerous that accompany the large influx of people during holidays, community special events, and the adjacent weekends thereof. To safely manage the large volume of people entering the community at such times; to dissuade reckless and dangerous behavior; and to reduce the risk of injury to person and property, the fines for the following rules will be tripled from the amounts stated in the Fine Schedule below, on the following days:</p> <p><b>Holidays</b></p> <ul style="list-style-type: none"> <li>• New Year’s Eve and New Year’s Day (<i>January</i>)</li> <li>• Presidents Day (<i>February</i>)</li> <li>• Memorial Day Weekend (<i>May</i>)</li> <li>• Independence Day (<i>July</i>)</li> <li>• Labor Day Weekend (<i>August/September</i>)</li> <li>• Halloween (<i>October</i>)</li> <li>• Veterans Day (<i>November</i>)</li> <li>• Thanksgiving Day and the Friday after (<i>November</i>)</li> <li>• Christmas Eve and Christmas Day (<i>December</i>)</li> </ul> <p><b>CLPOA Special Events and Series</b></p> <ul style="list-style-type: none"> <li>• Canyon Lake Car Show (<i>October</i>)</li> <li>• CountryFest Concert (<i>May</i>)</li> <li>• Concerts at the Lodge (<i>Year-round</i>)</li> <li>• Fiesta Day (<i>May</i>)</li> <li>• Holiday Golf Cart Parade (<i>December</i>)</li> <li>• Maui Sunday (<i>August/September</i>)</li> <li>• Movie Nights (<i>Summer</i>)</li> <li>• Patriot Day (9/11) Tribute (<i>September</i>)</li> <li>• Taco Tuesday (<i>Summer</i>)</li> <li>• Tree Lighting Festival (<i>December</i>)</li> <li>• Canyon Lake Guild Concerts</li> <li>• Canyon Lake Guild Harborfest Concert (<i>September</i>)</li> <li>• JWC Rocktoberfest (<i>October</i>)</li> <li>• Yacht Club Parade of Lights (<i>December</i>)</li> </ul>