

# CANON DEL SOL HOMEOWNERS ASSOCIATION, INC.

Dear Property Owner:

Since CDS is a planned development and not a community of individual private homes; individual owners are not permitted to make **unapproved** changes to the external aspects of their units. These actions are legally governed by the **majority of the owners** and the **CC&Rs** of the Association. The attached application form governing construction changes is to aid your Association in its effort to maintain the quality, design, consistency and appearance of the construction, as it was originally intended. **It should be noted that any changes resulting in the addition of internal floor space to the modified unit, will result in a direct increase in the monthly maintenance fees, based upon the % increase in floor space over the initially built-to floor plan.**

The Architectural Review Committee/Board is appointed to approve, suggest revisions or reject architectural plans and applications. Although the Committee/Board is capable of making limited decisions based on the Associations' Governing documents, they do not have professional knowledge of architectural or engineering standards. Accordingly, the Committee/ Board may employ the services of an architect or engineer to render professional advice, and may pay a reasonable compensation for such services. The amount paid by the Committee/ Board will be charged to any Owner who has submitted plans, specifications or other materials requiring review by such architect or engineer, provided that the Owner has been informed in advance that such compensation will be so charged.

Any questions or concerns regarding this application should be directed to the Architectural Review Committee, Board of Directors, or the management company, Anderson & Company. Failure to obtain association approval may result in demolition of all changes at owner's expense.

**CANON DEL SOL  
BOARD OF DIRECTORS**

**CANON DEL SOL HOMEOWNERS ASSOCIATION  
ARCHITECTURAL REVIEW COMMITTEE APPLICATION FORM**

Name of Owner/Applicant \_\_\_\_\_ Telephone:

Address of Subject Property

General Description of Proposed work:

Size of any additions, either lateral or external to unit \_\_\_\_\_ square feet.

**NOTE: FAILURE TO OBTAIN APPROVAL OF THE ASSOCIATION MAY  
RESULT IN DEMOLITION OF ALL CHANGES AT OWNER'S EXPENSE.**

**Notice. Any approval by the Association does not negate the necessity for obtaining necessary building and other permits or for the performance of the work of improvement in accordance with applicable building and other codes. It is the Applicant's responsibility for obtaining all permits and complying with all federal, state, and local codes. The Association's approval is limited to consideration of factors such as the harmony of the design of improvement with existing structures, the location of the improvement in relation to the surrounding structures, topography and grade elevation. No inference regarding necessary permits and compliance with federal, state, and local codes is to be drawn from Association's approval."**

**PROCEDURES, CHARGES, FORM, NEW CONDITIONS**

**PRELIMINARY APPROVAL:**

1. Homeowner to submit Application, supporting plans and specifications in triplicate (3 copies) along with 1 electronic copy (pdf preferred) together with a **non-refundable review fee** of one hundred dollars (\$100.00) to the Association. Also, owner will be charged the mailing costs to send out notices to the membership regarding application.
2. If the change impacts other homeowners they will be given the right to comment on said changes prior to approval being given by the ARC or Board.
3. If the approval includes any comments or conditions they will be contained in a written response from the ARC. Upon receipt of written preliminary approval one set of the applicants' plans and specifications will be returned marked "approved", dated, and signed by an authorized representative of the Association. A copy of the approved plans and specifications shall be submitted to the County of Santa Cruz Building Department by homeowner for any and all required approvals and permits as required by law.

4. Before the start of any construction the Applicant must submit to the ARC:
  - a. A copy of the approved County of Santa Cruz Building Permits, including Coastal Permits, if applicable to the ARC.
  - b. Photographs of the existing landscaping around the construction area.
  - c. Such executed agreements and other documents which may or may not be a condition of Association approval.
5. A copy of the approved plans and specifications are to be kept on the subject property, available for review by the Association during the course of all approved construction.
6. Prior to commencement of work the Association requires a cash Performance Bond in the higher amount of 8% cost or one thousand dollars (\$1,000.00) to be held by the Association until the completion of all work. Provided that no modifications are made to final drawings and that no damage occurs to any of the Association's Common Areas, including existing pavements, landscaping and irrigation systems, the cash Bond will be refunded in its entirety. The undersigned owners agree that such funds shall be administered and distributed by the Association in accordance with the conditions hereof and of the CC&R's.

#### **DEFINITIONS:**

**ADJACENT STREET IMPROVEMENTS:** The sidewalks, curbs, gutters and paving, street trees and associated irrigation systems, and other site improvement within the street rights of way immediately adjacent to all sides of the lot.

**ARCHITECTURAL REVIEW COMMITTEE:** Board of Directors of the Association or a Board member.

**ASSOCIATION:** The Canon Del Sol Homeowners Association, a California nonprofit mutual benefit corporation.

**CC&R'S:** The Covenants, conditions, and restrictions of Canon Del Sol.

**LOT:** The residential lot on which the residence modification is proposed to be constructed.

#### **CONSTRUCTION MANAGEMENT POLICIES AND RULES:**

**DAMAGE TO ADJACENT STREET IMPROVEMENTS:** Before obtaining a building permit for the construction of the improvement, Owner shall notify the Association in writing of any existing damage to the adjacent street improvements and request a joint inspection. Except for damage noted in the joint inspection, Owner shall be responsible for damage resulting from construction changes made to the adjacent street improvements which occurs prior to the date that security deposit is refunded to the Owner, whether or not such damage is the responsibility of the Owner or Owner's employees, contractors or suppliers. Owner agrees to make such repairs to the adjacent street improvements to the full satisfaction of the Association and appropriate governmental agencies.

**STREET CLEANING:** Owner agrees to daily (prior to 6:00 p.m. daily and prior to 3:00 p.m.

every Friday) clean any mud, dirt or debris from the street rights-of-way caused by or a result of construction activities.

**USE OF COMMON AREAS:** Owner agrees that common areas will not be used for storage of construction materials or equipment.

**OTHER DAMAGE AND CLEANUP:** Owner acknowledges that construction may cause damage to the Association improvements in open space areas, common areas and other portions of Canon Del Sol. In addition, Owner acknowledges that open space areas, common areas and other portions of Canon Del Sol may require general cleanup of debris resulting from the construction work. Owner agrees to repair any such damages and to remove any such debris from the open space, common area and other areas which is caused by or the result of construction activities conducted by Owner or Owner's employees, contractors, subcontractors or suppliers.

**STORAGE OF DEBRIS:** Owner hereby agrees that Owner shall store all trash and debris in appropriate containers. Such containers and any stored material shall not be located upon any street, curb, sidewalk or adjacent property or within (10) feet of any curb. All un-contained debris shall be removed by 3:00 p.m. each Friday or, if sooner, within three (3) days after receipt of a demand from the Association.

#### **IMPLEMENTING THE IMPROVEMENTS:**

1. **Commencement and Completion.** Once the ARC and the County of Santa Cruz have approved a work of improvement, the homeowner or builder should commence the work within 120 days and complete the work within 180 days from the date of approval, or such later date as approved by the ARC. If the approved work has not been commenced on time, the approval will be deemed revoked unless written request for extension is made to and approved by the ARC prior to the end of the month period. The period will only be extended for good cause, as determined by the ARC. If approved work is not completed on schedule (and request for extension is not made to ARC), the owner will be fined One Thousand Dollars (\$1,000.00) plus \$100 per day until the work is completed (amount due subject to lien attachment).
2. **Hours of Construction.** Construction activities are permitted *Monday through Friday, 8:00 a.m. to 5:00 p.m.*, subject to compliance with the County of Santa Cruz requirements, the Project Conditions of Approval and the Habitat Conservation Plan.
3. **Responsibility.** The owner undertaking the work of improvement will be solely responsible for ensuring that the work is performed in a diligent and good and workmanlike manner, in compliance with the CC&Rs, the approval granted by the ARC and all applicable federal, state and county rules and regulations. In addition, such owner will be responsible for repairing any and all damage to the streets, sidewalks, project facilities, common area or other property within the project, and shall repair it promptly upon written demand. The Association is entitled to reimbursement and indemnity under the CC&Rs using the \$1,000.00 construction security deposit provided to the Association.
4. **Non-Compliance and Enforcement Procedures.** If the ARC finds that the work has not been done in substantial compliance with the approved plans, the ARC shall notify the owner in writing and request that the owner remedy it. If the owner fails to remedy the

non-compliance within thirty (30) days after the date of the notice of non-compliance, or if an acceptable method for remedying the non-compliance is not approved by the ARC within the thirty (30) day period, ARC shall then set the appropriate fine of \$1,000.00 per day. Nothing herein shall be deemed to modify or abridge the rights of the Association to enforce the CC&Rs as allowed by law or as set forth in the CC&Rs.

5. **General Conditions.**

- A. **Discretionary Rulings.** Approval of any condition or material not defined herein shall become a matter of judgement on the part of the ARC unless described in the CC&Rs. See the CC&Rs for the general use restrictions.
- B. **Non-Liability.** Neither the ARC, nor the Association's Board of Directors, collectively or individually, shall be liable to any owner for any damage, loss or prejudice suffered or claimed on account of:
  - i. The approval or disapproval of any plans, drawings and specifications, whether or not defective;
  - ii. The construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications.

**FINAL APPROVAL:**

1. Upon completion, Owner is to arrange a final inspection of the subject improvements (see attached checklist) by an authorized member of the ARC. If the work required a building permit from the County of Santa Cruz it will be necessary to provide satisfactory evidence that a final inspection has been obtained from, and the work approved by, the County Planning Department. If the work is approved by the County and ARC, and completed in conformance within the approved working drawings, and no damage has occurred to the Association's common areas, a full refund of a cash Performance Bond will be given. In the event that damages have occurred, the bond will be used to cover the cost of any necessary repairs. Should the cost of repairs exceed the amount of the cash Bond, the Association will assess the additional repair cost to the Owner as provided in the CC&R's.
2. All construction work must be performed by contractors who have a current license with the State of California. The contractor will be permitted installation of one advertising sign, not to exceed four square feet in surface area, at the job site on the Owner's Lot for duration of the project. Upon completion of the work, the sign must be removed promptly.
3. It is the Owners responsibility to assure that all workers who perform work on the subject Owner's Lot obey the Association's rules and regulations as provided in the governing legal documents. This includes parking restrictions, the prohibition against loud music under any circumstances, and the requirement that dogs are not permitted to run loose and must be under the control of their owner at all times and on a leash when in the common area of the Association.
4. Any variations or change orders from the original approved plans and specifications must receive written approval from the ARC prior to being incorporated into the project.
5. All maintenance and repairs of the subject improvements, with the exception of exterior

painting, are the Owner's responsibility and must be disclosed in all transfer documents when the property sold. This disclosure shall give constructive notice to the new Owner that such new Owner is responsible for the maintenance and repair of such improvement.

**CANON DEL SOL HOMEOWNERS ASSOCIATION  
P. O. BOX 408, APTOS, CA 95001**

**CANON DEL SOL HOMEOWNERS ASSOCIATION  
OWNER'S FINAL INSPECTION**

**INSPECTION DATE:** \_\_\_\_\_ **PROPERTY NO.**

**OWNER(S) NAME:**

**ADDRESS:**

**INITIAL CONSTRUCTION SECURITY DEPOSIT:**

**DATE OF COUNTY PLANNING DEPT. INSPECTION:** \_\_\_\_\_ (copy to be attached)

**RESULTS OF INSPECTION:**

1. **CONDITION OF SIDEWALKS, SIGNS, CURBS & GUTTERS IN FRONT OF RESIDENCE:**
  
2. **CONDITION OF STREET TREES AND ASSOCIATED IRRIGATION IN FRONT OF, BEHIND OR ON SHARED BOUNDARIES OF A LOT:**
3. **CONDITION OF COMMON AREA LANDSCAPING AND ASSOCIATED IRRIGATION IN FRONT OF, BEHIND OR SURROUNDING LOT:**
  
4. **OTHER CONDITIONS NOTED:**

**ACTION RECOMMENDED BY PROPERTY MANAGER:**

**ACTION APPROVED BY THE ARC:**

**ACTION TAKEN:** \_\_\_\_\_ **DATE:**

**PROPERTY**

**MANAGER**

**SIGNATURE:**

**THE UNDERSIGNED AGREES TO ABIDE BY AND FOLLOW ALL PROCEDURES AND RULES SET**

**FORTH OR REFERRED TO HEREIN. THE UNDERSIGNED FURTHER AGREES AND ACCEPTS ALL TERMS AND CONDITIONS SET FORTH ABOVE:**

**PRINT NAME:**

**SIGNATURE** \_\_\_\_\_

**DATE:**

**NAME:**

**SIGNATURE:** \_\_\_\_\_

**DATE:**

**PLEASE NOTE:** Send or deliver all application items to the Association's property management firm: ANDERSON & COMPANY, INC., P O. BOX 408, APTOS, CA 95001-0408. Office location: 34 SEASCAPE VILLAGE, APTOS, CA 95003. Telephone (24-hour answering service) 831/ 688-1090. Applicants will be notified within thirty (30) days after receipt of all required information and application items as to the status of the pending application.

<b>FOR ASSOCIATION USE ONLY</b>	
<b>APPROVAL</b> _____	<b>DENIAL</b>
<b>DATE</b>	
<b>Architectural Review Committee Member Authorized Signature</b>	
<b>Board of Directors Confirmation of Approval Authorized Signature</b>	

**CANON DEL SOL HOMEOWNERS ASSOCIATION**

## ADDENDUM TO ARC APPLICATION PACKAGE FOR OWNER CHANGES

In the interest of minimizing the workload, while maintaining CDS consistency, to gain approval of Architectural Changes, the following represents a summary of previously approved changes or recommended replacements suitable for application to external structures and/or components.

### 1. DECK ADDITIONS / EXPANSIONS

A. Easements must be maintained from the street curbs and/or the surrounding fence line of at least ten feet or greater. Any extension of one deck in a specific unit building, to a distance beyond the edge of a neighboring deck, requires the construction of a privacy wall, that will not obstruct any views, by the person making the modifications, at their expense. Said wall is to be tied to the building facade and is to be consistent in appearance with the external construction of said unit building.

To assure that “after-the-fact” objections will not be filed against said modifications, the neighbors immediately adjacent to any unit being modified must sign the final prints showing their acceptance of the changes.

B. Construction materials to be used for the support members are to be either redwood or good quality wood impregnated with approved extended life treatment material, consistent with Santa Cruz County coastal exposure requirements. Flooring for decks may either be constructed of redwood, synthetic decking (e.g., Trex) or composite epoxy-type, cure in place thick film coatings. Due to changes in local codes and to enhance views, railings will be constructed of clear or smoke tinted safety glass panels framed in redwood, consistent in size with other decks on the building unit.

Before any construction can be initiated, the exact footprint of the deck addition must be made on the ground, using visible markers, so the neighbors can view the size prior to signing the final prints, for two weeks.

C. Design criteria must consider safe loading as well as earthquake, shear loading in order to meet all local building codes. Rain or water drainage from decks should be based on gravity flow of water across sloped (away from the unit walls) decking and into removal gutters for transfer to the ground. Due to safety, liability and load requirements, **hot tubs cannot be installed on any decks.**

**NOTE:** ALL DECKS ADDED BY OR EXPANDED BY OWNERS (i.e., NOT AS-BUILT BY ORIGINAL CONTRACTORS) ARE REQUIRED TO BE FINANCIALLY MAINTAINED, TO THE STANDARDS SET BY THE ASSOCIATION, BY THE EXISTING OWNER REGARDLESS OF WHETHER OR NOT THAT OWNER ADDED DECK. THIS INFORMATION MUST BE DISCLOSED UPON SALE OF ANY SUCH UNIT, UNDER PENALTY OF VOIDING SAID SALES CONTRACT. UNDER NO CIRCUMSTANCES WILL THE ASSOCIATION BE FINANCIALLY RESPONSIBLE FOR UPKEEP OR SAFETY LIABILITY FOR AN OWNER ADDED OR EXPANDED DECK.

### 2. WINDOW / SIDING DOOR REPLACEMENT CHARACTERISTICS

VINYL FRAMED IN WHITE (MILGARD BRAND - TUSCANY OR STYLE LINE MODELS).  
TWIN PANED SAFETY GLASS (TEMPERED WHERE REQUIRED BY CODE).



MUST BE TOTALLY SEALED BY CONTRACTOR.  
MUST EFFECTIVELY SEAL AGAINST ALL COASTAL NATURAL ELEMENTS AND  
CORROSIVES.  
WINDOWS MUST BE WITHIN 2% OF EXISTING HEIGHTS ON ITS STRUCTURAL  
BUILDING.  
MAY OR MAY HAVE GRID PATTERN, BUT SHOULD MATCH OTHERS ON ITS  
STRUCTURAL BUILDING.  
ANY SEQUENCE INTERNAL DAMAGE CAUSE BY THIS INSTALLATION IS AT THE  
EXPENSE OF THE OWNER NOT HOA.

### **3. FRONT DOOR REPLACEMENTS**

HARDWOOD OR STEEL COMPOSITION.  
MUST BE OF SOLID CONSTRUCTION.  
MUST HAVE INTERNAL WEATHER SEALS.  
**ALL REPLACEMENT DOORS MUST MATCH THE ORIGINAL OR EXISTING.**  
HARDWARE (hinges, locks, handles, plates, etc.) MUST BE MADE OF SOLID BRASS,  
ANODIZED ALUMINUM OR PRE-OXIDIZED STEEL.

### **4. GARAGE DOOR REPLACEMENTS**

HARDWOOD OR STEEL COMPOSITION: NO WINDOWS  
MUST HAVE AUTOMATIC OPENERS.  
EITHER EXACT DUPLICATE OF OLD DOOR OR ROLL-UP, 4 PIECE SECTION, 8 PANEL,  
METAL CLAD.  
**MUST BE PAINTED TO MATCH THE TRIM COLOR OF THE DESIGNATED UNIT.**

### **5. ROOF RELATED ITEMS**

FIREPLACE TACKS AND SPARK ARRESTORS TO MATCH EXISTING ITEMS IN EACH  
PHASE.  
ADDITIONS TO ROOF AREA MUST BE MADE USING SHADOW GRAY, FIRE RETARDANT,  
COMPOSITION 40 YEAR SHINGLES (i.e., CELOTEX).  
ROOF LINES MUST NOT BE RAISED ABOVE EXISTING BUILDING UNIT BEING  
MODIFIED.

### **6. SATELLITE DISHES**

SATELLITE DISHES MEETING FCC SPECS MAY BE PLACED IN INCONSPICUOUS PLACES.  
SIZE LIMIT IS 2 X 3 FT. BOARD APPROVAL IS REQUIRED. ANY MAINTENANCE OF  
“LINE-OF-SITE” TREE TRIMMING WILL BE AT OWNER EXPENSE.

### **7. LIGHT FIXTURE REPLACEMENT STYLES**

“DESIGNER FOUNTAIN , MODEL NUMBER #1101-CL-BK (RUST PATINA) AVAILABLE  
FROM ASSOCIATION AT \$42.95 COST.

MUST BE CONSISTENT WITH OTHERS ON BUILDING UNIT.  
SHOULD USE FLUORESCENT OR ENERGY EFFICIENT BULBS.  
COULD BE EXACT REPLACEMENT OF ORIGINAL GLOBE LAMPS USING FLUORESCENT  
BULB.

#### **8. PLANTS, POTS, DECOR ITEM RESTRICTIONS**

NO HANGING PLANTS FROM BOTTOM OF DECKS.  
HANGING ITEMS FROM ROOF EAVES LIMITED TO 1 ITEM PER EACH 4 LINEAR FEET OF  
ROOF.  
NO PLANTS OR DECORATIVE ITEMS TO BE PLACED ON DECK RAILINGS OR PORCH  
RAILINGS EXCEPT FOR FLAGS.  
NO LATTICES EXCEPT THOSE PREVIOUSLY APPROVED BY ARC FOR PRIVACY  
PURPOSES, THOSE AFFIXED TO UNIT WALLS OR THOSE WHOSE HEIGHT IS  
LOWER THAN THE DECK RAILING HEIGHT.  
ANY BOARD APPROVED LATTICES MUST BE FIXED IN PLACE PER ARC APPROVED  
PLAN FOR PRIVACY.  
ALL PLANTS IN COMMON GROUND TO BE DEFINED BY CDS BOARD.  
PLANTS TO ALLOCATED EVENLY AROUND COMPLEX.  
PLANTERS / UMBRELLA STANDS RESIDING ON DECKS MUST BE ELEVATED OR SIT ON  
LARGE "SAUCERS" TO PREVENT DRY ROT ON WOOD SURFACES.  
CERAMIC OR METAL CHARCOAL BURNING UNITS ARE A FIRE HAZARD AND CANNOT  
BE PLACED ON OWNER DECKS.

#### **9. OTHER REQUIREMENTS**

PAINT COLORS: K-M PLYMOUTH GRAY & BONE WHITE.  
PHASE IV, V DECK STAIN COLOR: WOOLMAN'S CEDAR TONE.  
PHASE I, II, III PORCH AND DECK STAIN IS CABOT'S CLEAR DECK SEALER  
DRIP SYSTEM PIPING MUST EITHER BE HIDDEN OR PAINTED TO MATCH COLOR OF  
STRUCTURE.

Modified 01/30/13