

**SOUTHSHORE
PROPERTY
OWNERS
ASSOCIATION**

**ARCHITECTURAL
GUIDELINES**

Adopted 1987

Revised 1/13

Revised 4/18

Revised 4/19

Revised 8/19

SOUTHSHORE PROPERTY OWNERS ASSOCIATION

ARCHITECTURAL COMMITTEE RULES

April 4, 2018

TABLE OF CONTENTS

	<u>Page</u>
• Architectural Committee.....	2
• General Requirements.....	2
• Application for Approval of Improvements.....	2
• Design Considerations.....	2
• Preliminary Application.....	3
• Final Application.....	3
• Remodeling and New Construction – Additional Requirements.....	4
• Landscape Plans.....	4
• Final Approval.....	4
• Building Permits.....	5
• Rescinding Approval.....	5
• Variances.....	5
• Proceeding With Work.....	6
• Failure To Complete Work.....	6
• Inspection and Completion.....	6
• General Guidelines.....	7
• Roofs.....	7
• Exterior Colors.....	7
• Air Conditioners.....	7
• Patio Shade.....	7
• Solar Panels.....	7
• Construction Hours.....	7
• Walls, Fencing and Entry Gate.....	8
• Pools and Spas.....	9
• Statues, Fountains and Artwork.....	9
• Patio Decks.....	9
• View.....	9
• Zero Lot-Line Walls/Windows.....	9
• Second Story Guideline.....	9
• Garages/Parking.....	9
• Artificial Turf Standards.....	10
• Work Rules For Owners, Contractors, Tradesman and Laborers.....	11
• Fee Schedule.....	12
• Notice Of Completion.....	13
• Covenant To Complete Construction.....	14-16

ARCHITECTURAL COMMITTEE RULES

ARCHITECTURAL COMMITTEE

The responsibility for maintaining the standards which have made Westlake Village such an outstanding community rests with the Architectural Committee of each Homeowner's Association. The duty of the Architectural Committee is to review drawings of proposed structures or alterations of existing structures to be sure that they will conform to a sound, attractive and harmonious plan of development, so that the character and environment of the community is preserved, and all property owners are protected against loss of values. There is no desire to unduly restrict designs submitted by architects and qualified designers. However, extremes in design will be discouraged.

GENERAL REQUIREMENTS

No structural changes or improvements which alter the exterior appearance of any property, including but not limited to pools, spas, patios and patio covers, fencing, screen doors, awnings, landscaping, walkways, outdoor lighting, gazebos, play equipment, etc., may be made without submission of a complete architectural application AND prior written approval of the Architectural Committee. This includes any minor installations or apparatus affixed or attached to any exterior wall or fence and painting or repainting of any exterior item.

Any property owner who proceeds with any exterior changes (landscape or construction) described under the Southshore CC&R's, Southshore Rules, Landscape Guidelines or Architectural Committee Rules, without the express written consent of the Architectural Chairman, the Landscape Chairman or the Board of Directors may be subject to a lawsuit in Superior Court to compel removal of the unauthorized alteration/additions or a fine of up to five thousand dollars (\$5,000.00). In the event the Association files a lawsuit to compel removal, the Association will seek to recover all legal fees and costs incurred in the case from the homeowner.

APPLICATION FOR APPROVAL OF IMPROVEMENTS

An Owner desiring to make any changes or improvements which alter the exterior appearance of any property shall apply to and notify the Committee of the nature of the work. An Application for Approval of Improvements may be obtained from the management company; The Emmons Company at One Boardwalk, Suite 102, Thousand Oaks, California 91360, (805) 413-1170. Submit completed applications with plans and the required fee and deposit to The Emmons Company.

Do not schedule your contractors before your plans are approved!

DESIGN CONSIDERATIONS

Careful attention shall be given to aesthetic and functional consideration on any design submitted in order to achieve a quality of landscape and architectural design that will enhance the entire community.

The following are particularly important:

- Variety and individuality within the scope of the existing architectural character of the neighborhood.
- Appearance of improvements and structures from all angles.
- Organization of external elements to achieve what would be recognized as high standards of design.
- Consistent use of exterior materials.
- Preservation of views from neighboring property.
- Garaged parking availability to ease street parking congestion.

PRELIMINARY APPLICATION

An Owner may apply to the Committee for Preliminary Approval of improvements by submitting preliminary drawings or sketches. This purpose is to allow the Owner the opportunity for design guidance before expending substantial sums on plan documents required to apply for Final Approval. This protocol is as follows:

- (1) The Committee shall grant Preliminary Approval only if the proposed improvement would be entitled to a Final Approval on the basis of a full and complete application in conformance with the CC&Rs, Southshore Rules and these Architectural Committee Rules. The Committee shall act upon the request within 30 days of a Preliminary Application submission.
- (2) The Committee's Preliminary Approval shall be effective for 90 days from the date of issuance. If the Owner does not apply for Final Approval during the 90 days, the Preliminary Approval is rescinded.
- (3) Preliminary Approval is NOT an authorization to proceed with any work (demolition, repair, replacement, or construction).

FINAL APPLICATION

Final drawings and specifications must be submitted for approval by the Committee before submission to the City of Westlake Village or Los Angeles County. Three (3) sets of drawings are required. After review, two (2) sets will be retained by the Committee and one (1) will be returned to the homeowner.

An Inspection and Architectural Review Fee, and a Refundable Deposit in accordance with the Association's current Fee Schedule are required at the time of submitting the Final Application. Any excess Architectural Review Fees must be paid by homeowner prior to Application being finally approved by the Architectural Committee.

Final drawings must contain the following information at a minimum:

1. A plot plan, drawn to scale of 1/8, or 1/4 inch equals one (1) foot displaying the existing and proposed lot layout, dimensions, north arrow, and top and toe of all slopes, including the waterline at the lake. The building outline, roof outline, drives, walks, fences (including heights), patio areas, pools and all other site improvements shall also be shown on the plot plan.
 2. Description of all exterior materials with color samples.
 3. Roof plan indicating pitch, height above natural grade, and roof materials.
 4. All exterior elevations at 1/4 inch equals one (1) foot scale showing doors and windows, and indicating all materials used on exterior, including planters, gates, chimneys and fences.
 5. If desired, a perspective sketch for design clarification.
 6. Signature of a licensed architect or qualified building designer.
 7. Proposed construction schedule with estimated start and completion dates.
- All proposed improvements on the lot shall be subject to the "VIEW" provisions contained herein.
 - No habitable structure shall be built closer than twenty-four (24) feet from the rear property line, or on the Slope Area – meaning that area within each lot between the water line of the lake and the Top of Slope (that point where the ground begins to slope down to the lake from the original graded flat pad or approved graded flat pad).
 - No other structures (decks, pool/spa, gazebo, etc.) shall be built closer than thirteen (13) feet from the Lake water line, nor should they occupy more than fifty percent (50%) of the Slope Area (calculation required on plot plan).
 - The Westlake Lake Management Association (WLMA) maintains jurisdiction over the Lake's Perimeter Area – meaning that area of land from the Lake's property boundary line adjoining the homeowner's Lot

boundary line and the Lake water's edge. Any improvements (fountains, waterfalls, statues) in this area must be approved by WLMA (see Section 6.4 of WLMA's CC&R's for guidance). This area varies in width throughout the Lake and can best be determined by the homeowner completing a property boundary survey establishing the rear property line.

- WLMA also has jurisdiction over the Lake and regulates and approves all boat dock construction, replacement and alterations. WLMA can be contacted at 32353 West Triunfo Canyon Road, Westlake Village, CA 91361 – (818) 889-5377 with more information at <http://www.westlake-lake.com/>

REMODELING AND NEW CONSTRUCTION - ADDITIONAL REQUIREMENTS

In addition to the items required for Final Application, a homeowner requesting a remodeling change to the location of any existing perimeter house wall (1st or 2nd floor) and/or new construction shall be required to submit with the Final Application documents:

- A fully completed and executed "Covenant To Complete Construction" document,
- A plot plan with a complete property boundary survey from a licensed surveyor displaying all property lot boundaries including:
 - the location of all existing improvements with an overlay of all proposed improvements,
 - the location of the front sidewalk,
 - a line drawn thirteen (13) feet inland from the waterline,
 - a line drawn twenty-four (24) feet inland from the rear property line,
 - dotted lines displaying a forty-five (45) degree angle from the rear corner of each adjacent home,

LANDSCAPE PLANS

Three (3) sets of landscape plans must be submitted including specifications and colors of plant material. Plans must be drawn to scale of 1/4" = 1' and contain the following information:

- Identify existing and proposed locations of walls, fences, gates, hardscape materials, heights, and colors.
- Identify location of any pilaster, post, and all landscape lighting.
- Identify location, size, name of plant species, and indicate existing structures, trees, shrubbery and improvements as "existing".
- Provide pictures, location and lighting of any fountains and sculptures.

Trees and plants with an expansive root system are not allowed inside yards near the privacy wall because the roots could damage the foundation. Pre-approved trees for rear yard landscaping are Birch, Pine, Sycamore and Willow. Palm trees are not permitted unless in pots on rear yard decks. Palm trees in permanent, in ground planters are not permitted. Other trees and plants may be approved by specific request to the Committee.

- Artificial Turf - The installation of any artificial turf requires Committee approval by application. Please see the Artificial Turf Standards contained herein.

FINAL APPROVAL

Each Application will be considered on an individual basis. The fact that a similar change or improvement has been made elsewhere does not require or mandate automatic approval by the Committee. The Committee's decision will be determined by the location and general features of the project; how it may affect the rights (including views) and/or privacy of neighbors; and how it conforms to the architectural harmony of the Association. The Committee will make every attempt to cooperate with the applicant so that any problems concerning the application may be resolved.

The homeowner will be advised of the Architectural Committee's decision and/or recommendations in writing within thirty (30) days of receipt of a fully completed Final Application. The thirty (30) day period will not start to run until the Committee determines that all necessary components of the Final Application have been submitted and all appropriate fees or deposits have been paid.

The Committee shall grant Final Approval only if:

- (1) Owner has complied with all Final Application requirements.
- (2) The plans, drawings, and specifications comply with the CC&Rs, the Southshore Rules and Architectural Committee Rules in effect at the time the Final Application is submitted.
- (3) The Committee members find that the proposed improvements are compatible with the standards of Southshore and the purposes of the CC&Rs as to quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography and finished grade elevation.

Plans and specifications are NOT reviewed by the Architectural Committee for engineering design or integrity or compliance with the applicable building codes or local or state ordinances, laws or regulations. The use of a civil or structural engineer is encouraged. Committee approval is not a substitute for a building permit from the applicable governmental agency.

Building Permits - Final Committee approval is contingent upon the homeowner obtaining any and all required approvals and/or Building Permits for any construction that is covered by the Building Codes of the City of Westlake Village and/or Los Angeles County. Please note this does not mean that you will receive automatic Committee approval should a permit be obtained without submitting your Application to the Committee.

- The homeowner shall provide the Committee with 2 copies of the Building Permit and 2 copies of the approved/stamped Architectural Plans and final drawings.
- Applications requiring a Building Permit shall be modified so as to expire on the same date as the County's Building Permit.

Changes - Homeowners shall immediately notify the Committee of any changes to Applications, Building Permits and Plans. The Committee reserves the right to reject any changes.

Completion - Applications requiring a Building Permit shall also be required to submit a Certificate of Completion from the city of Westlake Village and/or Los Angeles County.

Obtaining a Building Permit is NOT a substitute for Committee approval.

The approval and consent of the Committee to the improvements shall not give rise to any liability on the part of the Association, the Committee, or any of its representatives. Neither the Committee nor the Association or its officers, directors, agents or employees shall be liable 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, (iii) the development or construction of any property within the project, or (iv) the execution and filings of any notice of non-compliance.

RESCINDING APPROVAL

The Committee has the right to rescind its approval if;

- The work is not done in accordance with the documentation submitted and as approved by the Committee.
- The work has not received the appropriate governmental approvals as may be required.
- The work has not commenced or completed in accordance with the provisions of Proceeding With Work, Failure To Complete Work, Inspection And Completion, and the Covenant To Complete Construction contained herein.
- The Committee determines that such work will be significantly adverse to the interests of the Association.

VARIANCES

Where circumstances justify it, the Committee and Board of Directors of the Association may allow reasonable variances to the Architectural Committee Rules. The granting of such variances does not constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for review. Such variances shall be granted only in writing as documented in the minutes of a meeting of the Board of Directors in open session.

PROCEEDING WITH WORK

The Homeowner has duty to diligently proceed and commence work within one (1) year from the date of Final Approval. The Final Approval shall be revoked unless the Committee receives a written request to extend from Owner prior to the expiration of the one (1) year period. No extension shall be granted except upon a finding by the Committee that there has been no change in the conditions or circumstances upon which the original Final Approval was granted.

FAILURE TO COMPLETE WORK

Owner shall complete work within one (1) year after commencement (excepting periods rendered impossible, or great hardship to Owner due to supervening forces beyond control of Owner or his Agents). If Owner fails to complete work within one (1) year, the Committee shall notify the Association, and proceed as though the failure was a non-compliance with approved plans. An extension may be requested; however, resubmission of plans for approval and additional fees may be necessary. Committee approval will expire automatically and be void in the event the approved improvements have not been commenced within one year from Application approval. Commencement means the actual physical start of the work.

INSPECTION AND COMPLETION

It shall be the responsibility of the Owner to complete the work in accordance with the approved Final Application, plans, drawings and specifications as submitted. The Association shall have final discretion to determine whether the work is in conformity with the approved application only after the Owner notifies the Committee of completion. The Owner shall have the sole responsibility for notifying the Committee, using the form Notice of Completion form, that Owner believes the approved work is completed. Deviations from the plans and specification approved with the application shall result in the Owner being required to correct the deviation. Variances sought for unapproved work already completed shall be denied and treated as non-compliance of the approved plans.

Inspection of work, approval of completion, or correction of defects shall proceed as follows:

- (1) Owner shall give written notice to Committee upon completion of work using the proper form. Applications requiring a Building Permit shall also be required to submit a Certificate of Completion from the city of Westlake Village and/or Los Angeles County.
- (2) Within 60 days thereafter, the Committee (or a designated representative) may inspect the work to evaluate substantial compliance with approved plans. The Committee shall notify Owner in writing (within this 60 day period) of approval, or specific non-compliance and require Owner to remedy the situation.
- (3) If the Owner has failed to remedy the non-compliance within 30 days after notice in 2 above, the Committee shall notify the Association in writing. Within 30 days and not less than 15 days after Committee's notice, the Association shall set a hearing date with the Board. The Association shall give at least 10 days advance notice of the hearing date to the Owner, the Committee, and at Board's discretion-any other interested party.
- (4) All hearing attendees may present information relevant to and question alleged non-compliance. The Board shall determine if non-compliance exists and the estimated cost of correcting or removing same. The Board shall require Owner to remedy or remove non-compliance within 45 days of the Board's determination. If Owner does not comply within 45 days (or extension as Board may grant), the Association (at its option) may remove the non-complying improvement, or remedy the non-compliance and upon demand, Owner shall reimburse the Association for all expenses. If not promptly repaid by Owner, the Board shall levy a reimbursement assessment against Owner per Sec. 6.03 of the CC&Rs.
- (5) If for any reason the Committee fails to notify Owner of non-compliance within 60 days after notice of completion from Owner, the improvements shall deemed to be in accordance with approved plans.

GENERAL GUIDELINES

ROOFS

All roof materials must be either concrete tile, clay tile, or an alternate roofing material that meets the following:

- 1) A Class 'A' Fire Rating without the need of a special fire-resistant underlayment or other treatment method.
- 2) A three-quarter inch minimum exposed butt end profile. (Note: one-half inch minimum is allowed for natural Clay or Slate materials).
- 3) A solid color pigmentation throughout tile; no applied color coating or other treatment method.
- 4) Minimum 50-year material warranty. Must provide copy of manufacture warranty.
- 5) Alternate roofing material must have a UV rating must be throughout product; no applied UV coating or other treatment method.
- 6) Submit actual samples of the material and color, or variations in product colors or blend.
- 7) Roofing type and material must be compatible with the architectural style.
- 8) Roof details and eave details must be provided. Roof details and eave details must be compatible with the architectural style and roofing material.
- 9) All materials, colors, and finishes will be reviewed on a case-by-case basis; approval at the discretion of the Architectural Committee.

All Roofs:

All vents, pipe stacks or anything protruding above the roof must be painted to match the roof and must be approved as to shape and size. Fireplace chimney color; size and material must be approved. Flashing shall be painted to match the color of the chimney.

EXTERIOR COLORS

All colors which are to be used on the exterior of buildings, fences, walls, planters, walks, etc., shall be submitted for approval on color chips or material samples at least two (2) square inches in area, at the time final plans are submitted. The Architectural Committee will discourage the use of bright colors and encourage earthen hues.

AIR CONDITIONERS

The location of air conditioning units and condensers must be approved. The size and height of the units should be shown on elevation drawings. Where feasible the Committee will require the screening of these units for visual and sound attenuation purposes. Screening may be accomplished with walls or landscaping. Air conditioning units may not be placed on roofs or in five (5) foot side yards. WALL/WINDOW AIR CONDITIONERS ARE NOT ALLOWED.

PATIO/SHADE

Patio covers shall be constructed of materials of a permanent nature and designed in a way that relates to and blends with the residence and shall be of materials sufficiently large enough to prevent sagging. Structures may not unreasonably restrict neighbors' view. Patio covers may not extend past property lines. Patio covers and sun shades may not be constructed of the following materials: plastic webbing/lattice, bamboo, reed or straw-like materials, or corrugated plastic. Vinyl, fiberglass, aluminum and other materials may be approved on an individual basis. Retractable canvas awnings may be approved on an individual basis. A material/fabric color sample and sketch must be submitted. Tents are not permitted.

SOLAR PANELS

Solar panels must be flush mounted and framed into the roof to give the appearance of skylights. All pipes leading to and from solar panels must be framed in and enclosed. Collectors on flat roofs or in walls shall be screened from the view of neighbors, the street and green belts.

CONSTRUCTION HOURS

Construction hours are limited to Monday through Friday from 7:00 AM to 5:00 PM. Construction hours on Saturdays are from 9:00 AM to 5:00 PM and are for Inside Work Only. No construction is permitted on Sunday or the following holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas.

WALLS, FENCING AND ENTRY GATE

ALL walls, fences and entry gates must be approved by the Architectural Committee prior to installation. Wooden fences are not allowed, including fences made from any other material that have the appearance of wood (excepting the exact replacement of an existing wooden fence).

Greenbelt Lots (lots backing onto the common area Greenbelt).

1.) Surrounding the entire lot (front, sides, rear); walls must be solid block stucco or wrought iron fence and NOT exceed six (6) feet in height. The wall or fence on the front of the lot shall NOT be closer than seven (7) feet to the house side edge of the sidewalk.

Lake Lots (lots backing onto the Lake).

1.) Front of Lot (parallel to the street).

a.) Walls must be solid block stucco or wrought iron fence and NOT exceed six (6) feet in height and NOT closer than seven (7) feet from the house side edge of the sidewalk.

2.) Sides of Lot (between lots/houses).

a.) From a point not closer than seven (7) feet from the house side edge of the sidewalk at the front of the lot to the end of the level grade, (original graded flat pad or approved graded flat pad) that point where the ground begins to slope down to the lake, walls must be solid block stucco or wrought iron fence and NOT exceed six (6) feet in height.

b.) On the slope from the end of the level grade to a point not closer than two (2') feet from the lake waterline, fences MUST be simple wrought iron only, may NOT be solid, and NOT exceed three (3) feet in height.

3.) Rear of Lot (parallel to Lake waterline).

a.) Fences on the slope area parallel to the lake waterline MUST be simple wrought iron only, may NOT be solid, may NOT exceed three (3) feet in height, and MUST NOT be closer than two (2) feet to the lake waterline.

4.) Fences Around pools/spas:

a.) Must comply with local ordinances and/or regulations.

b.) Fences on the slope area and parallel to the lake waterline MUST be simple wrought iron only, may NOT be solid, may NOT exceed five (5) feet in height, and MUST NOT be closer than two (2) feet to the lake waterline. Landscape requirements may apply along the fence in order to comply with the forty five (45) degree angle view from the lakeside corner of each home. *(These guidelines are in affect for properties that either have a pool or spa or have submitted an application and plan to install a pool or a spa).*

Plants on the slope adjacent to a fence (or Property Line) from the end of the level grade to a point not closer than two (2') feet from/and parallel to the lake waterline MUST not grow together to form a hedge and may NOT exceed three (3') feet in height (or the height of the existing fence).

Entry Gates

Entry gates should complement the adjoining walls and/or fencing, not exceed six (6) feet in height, and have a permanently open, "see-through" design element in the upper portion of the gate.

POOLS AND SPAS

Swimming pools and spas (in and above ground), require Architectural Committee approval by application. Pool equipment shall be located and screened so that it will not be visible from neighboring properties, the street, or the lake. The Committee may require sound baffling around the equipment should it be deemed necessary to reduce sound levels resulting from equipment operation or vibration. Time clocks to regulate pool equipment shall be set so that no equipment (motors, blowers, heaters, etc.) are operating after 10:00pm or before 8:00am.

STATUES, FOUNTAINS AND ARTWORK

No statue, fountain, waterfall or “artwork” of any kind may be installed or displayed which will be visible from the Lake, street or neighboring properties without the express written approval of the Committee.

PATIO DECKS

These structures shall not project closer than thirteen (13) feet from the normal water line when the dam is full, nor should they occupy more than fifty percent (50%) of the slope area. Deck construction on zero lot line should not project along lot line so as to be obtrusive or impose on privacy of neighbors. All deck rails shall be of open design and construction, area below deck must be enclosed or screened so as to not be unsightly.

VIEW

The Architectural Committee shall generally review applications such that a reasonably unobstructed forty-five (45) degree angle of view from the lakeside corner of each home is preserved. However, flexibility in the application of this rule will be exercised by the Architectural Committee because of existing exceptions on a case-by-case basis. The Architectural Committee shall be entitled to require, as part of the application process prior to approval, that “story-poles” be installed by the applicant to depict the location of improvements which may impair views.

ZERO LOT-LINE WALLS/WINDOWS

In order to preserve neighbor privacy and comply with solid one-hour fire wall requirement, there shall be no openings of any kind (windows, doors, vents, etc.) allowed on the ground-floor of zero lot-line walls. Second story walls may have windows if the wall is set back ten (10) feet from property line. No doors or other openings will be allowed on second story walls that face the side property line (on either side of the house).

SECOND STORY GUIDELINE

In an effort to reduce the appearance of “box-like” architecture, the second story footprint shall not be allowed to exceed seventy-five percent (75%) of the ground-floor square footage.

GARAGES/PARKING

New homes (or major remodels) that have over three thousand five hundred (3,500) square feet of living area shall be required to have garaged parking for a minimum of three (3) vehicles and those over five thousand (5,000) square feet shall be required to have garaged parking for four (4) vehicles.

SOUTHSHORE PROPERTY OWNERS ASSOCIATION

ARTIFICIAL TURF STANDARDS

Product Standards

- Must submit the name of the manufacturer and product specifications with landscape plans attached to Southshore's Architectural Application
- Product must have realistic grass color with little or no reflective shine such as that manufactured by SYNLAWN, www.synlawn.com, Van Nuys CA, 866-796-5296.
 - Recommended for sunny areas:
 - SYNFESCUE Platinum 320, Premium 220 or SYNFESCUE 120
 - Recommended for shady areas:
 - SYNBLUE or SYNRYE premium 200. These two display minor shine / sheen in the sun.
- Manufacturer certified 50 oz. per sq. yd. or greater face weight
- Products must contain multi-colored blades to provide a natural blended look
- Reinforced primary backing with fiberglass
 - Polyurethane secondary backing
- Manufacturer's warranty of at least 7 to 10 years
 - Warranty must be directly from the manufacturer- not the installer
- No products with polyethylene or polypropylene slit-film even if defibrillated
- No products with rubber crumb infill

Installation Standards

- Professionally installed by a CA State Licensed Landscape Contractor with at least 3 years experience installing synthetic grass and at least 100 installations
 - Must submit CSLB License Number and experience qualifications of installer with Architectural Application
- A mounded or dimensional look is preferable to flat
- The Sub-base should be at least 3" deep of compacted Class II Road Base or Decomposed Granite (DG)
- The grass must all be from the same dye lot and all pieces installed must match
 - It is not acceptable to have two pieces side-by-side that do not match
- Seams must be glued with proper outdoor rated synthetic grass adhesive and seaming cloth and stapled.
 - No quick release Velcro type or pre-glued tape systems.
- Grass pieces must be installed all running the same direction - no 90 degree turns
 - The grass seams should not be readily visible
- Synthetic Grass backing should be placed in the range of 1/8"-1/2" below hardscape
- Synthetic Grass must be nailed at perimeter and throughout with minimum 6" stainless or galvanized flat head nails
- Composite bender board or other suitable solid border must be installed between turf and any other landscape features
- Lawns adjacent to common areas will be considered on a case-by-case basis

SOUTHSHORE PROPERTY OWNERS ASSOCIATION

WORK RULES FOR OWNERS, CONTRACTORS, TRADESMEN and LABORERS

- 1) **HOURS WORK IS PERMITTED:** (Site must be cleaned and cleared by 5:00 pm)
Monday – Friday 7:00 AM to 5:00 PM
Saturday 9:00 AM to 5:00 PM (Inside Work Only)
Sunday No Work Permitted
No work permitted on New Year’s Day, Memorial Day, July 4th, Labor Day, Thanksgiving & Christmas
- 2) **CLEANUP:** The water in streets drain to the LAKE. The Owner’s refundable deposit will be forfeited for the washing, blowing sweeping or causing any construction debris, oils, paint, repair residue, toxic or other poisonous materials to drain, flow, or blow into the LAKE. The Owner may be able to recoup fines, fees, and deposits from Contractors, Tradesmen and Laborers.
- 3) **TRASH, DEBRIS, AND TRASH BINS:** The project must be kept neat and clean and all trash must be carried off site on a regular basis. Failure to do so will result in a \$200 fine PLUS the cost to repair any damage or remove any debris.
- 4) **PROTECTION OF SIDEWALKS:** Plastic tarp or similar material cover MUST be placed on the street and sidewalk areas whenever DIRT, SOD, SAND, CEMENT or any other materials are used. Whenever possible, the Owner’s driveway rather than the street must be used for mixing materials. Debris must not be swept into the street. Failure to comply will result in the Owner’s deposit being forfeited.
- 5) **CEMENT WORK:** Any concrete spills on the Associations streets must be cleaned IMMEDIATELY. No concrete ready mix truck may be washed in the streets. All chutes are to be washed on the building site pad. Cleaning of concrete or cement handling tools or equipment, which results in residue entering the street gutters or sewers is STRICTLY PROHIBITED. Either of the following procedures are recommended for cleaning ready mix delivery chutes, mortar mixers, or tools:
 - a. **Steel Drum for Waste** The contractor shall provide a 55-gallon drum with a securable lid to be used on the job site. Ready mix truck operators and other workers may then pour all liquid cement in to the drum. At the end of the workday this drum should be securely closed and removed from the work site.
 - b. **Shallow Hole for Washing Equipment** A shallow hole may be dug in the ground (approximately 12” deep) to be used for disposal. Workers and ready-mix operators may then wash their equipment into a wheelbarrow and the liquid cement waste may be poured into the shallow hole. This will result in the water filtering down through the earth and the solidified residue may be removed the next workday.
- 6) **RESTRICTIONS ON WORKERS:** Violation of any of the following shall result in a fine to the Owner:
 - a. Alcoholic Beverages...Drugs... Intoxicants or any other controlled substances are NOT permitted on Association property.
 - b. Radios...are permitted on the project, but MUST BE KEPT at LOW VOLUME so as to not disturb neighbors.
 - c. Animals belonging to workers are to be left at home. No dogs or other animals are allowed.
- 7) **CONSTRUCTION HAZARDS:** Appropriate barriers are required for all construction hazards.
- 8) **RIGHT TO STOP WORK:** The Association has the right to stop construction work that is in violation of any of the Association’s CC&Rs, Southshore Rules, Architectural Committee Rules, or these Work Rules For Owners, Contractors, Tradesman and Laborers.

I understand that as an Owner in Southshore, I am responsible for any and all persons performing work on my property to abide by the Association’s CC&Rs, the Southshore Rules, the Architectural Committee Rules, and the Work Rules For Owners, Contractors, Tradesman and Laborers – (“Work Rules”).

I hereby agree:

Owner
Initials

- to inform any and all persons performing work on my property of these Work Rules..... _____
- to be responsible for assuring compliance to the Work Rules..... _____
- to assume responsibility for any Work Rule violation(s) which may include substantial monetary fines..... _____
- to immediately cause the stoppage of all Work on my property upon receipt of a written notice from the Association that a guideline or rule is being violated until such violation is corrected and the Association approves resumption..... _____

OWNER SIGNATURE: _____ **DATE:** _____

SOUTHSHORE PROPERTY OWNERS ASSOCIATION
FEE SCHEDULE
Revised April 18, 2019

Plans which are extensive in nature or deemed too complex for review by the Committee will be forwarded to a third-party architectural consultant for review. Fees associated with the review will be the responsibility of the owner of the home who submits the plan to pay. (refer to the below). *Please know that the Committee's intention is to review all minor applications without involving an architect and ensuring no additional fees are incurred unless absolutely necessary.

Inspection & Architectural Review Fees are payable to Southshore P.O.A. Refundable Deposits are payable to Southshore Architectural Committee.

Please write two separate checks and submit both checks and the Architectural Application Form to: The Emmons Company - One Boardwalk, Suite 102, Thousand Oaks, CA 91360.

<u>Application</u>	<u>Inspection & Architect Fee</u>	<u>Refundable Deposit</u>
New House, Major Remodel & Addition		
If review by Architect is needed	\$ 1,000.00	\$ 1,000.00
<ul style="list-style-type: none"> • Extensive plans that require excessive review may be subject to additional fees. 		
Minor Remodel		
If review by Architect is needed	\$ 500.00	\$ 200.00
(Includes but not limited to: Deck, patio, wall, walkway, driveway, pool, spa, fence, major re-landscape, artificial turf installation, patio cover, etc.)		
<ul style="list-style-type: none"> • Extensive plans that require excessive review may be subject to additional fees. 		
Minor Work	\$ 0	\$ 0
(Includes but not limited to: Minor re-landscape, satellite dish, garage door, roof repair, repaint, window replacement, door replacement, tree removal, etc.)		

Note: All of the above work does require an application to be submitted and approved prior to the start of work, whether there is a deposit required or not. For Example: Tree removal always requires an application, your neighbors' signatures and the architectural committee's written approval prior to the start of work, even though it does not require a deposit.

SOUTHSHORE PROPERTY OWNERS ASSOCIATION

NOTICE OF COMPLETION

Upon completion of the project approved by the Architectural Committee please sign and return this form to:

The Emmons Company, One Boardwalk, Ste. 102, Thousand Oaks, CA 91360.

NAME: _____

ADDRESS: _____

PROJECT: _____

SIGNATURE: _____

DATE: _____

Any refundable deposit due will be mailed to you after the project is inspected and determined to conform to the approved application by the Architectural Committee.

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SOUTHSHORE PROPERTY OWNERS ASSOCIATION

Approved By: _____ **Date:** _____

AS CONDITION OF ARCHITECTURAL COMMITTEE APPROVAL

This Covenant to Complete Construction as Condition of Architectural Committee Approval (“Covenant”) is entered into this ___ day of _____, 20__ by and between the Southshore Property Owner’s Association (“Association”) and _____ (“Homeowner”) as follows:

RECITALS

Whereas the governing documents of Association are binding on all members of Association, including but not limited to Homeowner;

Whereas, the governing documents of the Association require all members to submit Architectural Applications to the Association for modifications to their property and obtain advance written approval for said modifications from the Association;

Whereas the Architectural Committee is appointed by the Board of Directors under the governing documents to consider Architectural Applications submitted by members of Association in accordance with the applicable governing documents of the Association and to monitor for compliance and completion the approved scopes of work in said applications in accordance with the governing documents of the Association;

Whereas Association, through the Architectural Committee is entitled pursuant to its authority under the governing documents to condition approval of Architectural Applications upon reasonable conditions, including but not limited to completion deadlines and related penalties for non-compliance;

Whereas Homeowner has submitted to Association an Architectural Application seeking approval of certain exterior modifications to the improvement to their property and Architectural Committee has approved the application subject to the entry into this Covenant and the conditions and terms contained herein;

Now therefore, for valuable consideration, receipt of which is hereby acknowledged, and the premises and covenants contained herein, it is agreed as follows:

AGREEMENT

1. Homeowner agrees that the scope of work specified in the Architectural Application **will be commenced on or before** _____, 20__.

If the scope of work is not commenced by that date, the Application shall be deemed expired and the Homeowner shall not be entitled to thereafter commence work until the Architectural Committee grants and extension of the start date period.

Homeowner further agrees that the approved scope of work **shall be completed in its entirety on or before** _____, 20__.

Completion shall include and be defined as the final approval by the applicable governmental agency issuing permits for the work and the Association’s approval of the work as compliant with the application.

2. In the event the approved project cannot be completed due to causes not within Homeowner’s control within the time frames set forth in 1. above, Homeowner agrees to notify Association in writing of that situation in advance of the completion date, shall set forth the reasons why the work cannot be completed timely, and request an extension of time to a date certain, not to exceed 180 days. For good cause shown, the Association, through the Architectural Committee, will grant one such extension without penalty.

If Homeowner fails to seek an extension of time prior to expiration of the completion deadline, Homeowner agrees to pay a non-compliance fee of \$30.00 per day until Homeowner submits a request for extension as described herein.

Homeowner agrees that the non-compliance fee shall be considered as a special assessment under Civil Code Section 1366 which may be collected using the same remedies available to the Association under the governing documents and Civil Code Section 1366 and 1367.1, including the lien foreclosure process. Homeowner agrees that the daily non-compliance fee is reasonable and imposition of said fee is necessary to ensure timely completion of construction projects which interfere with the use and enjoyment of the development and private property within the development.

3. **In the event Homeowner fails to complete the approved work within the extension period granted, the Homeowner agrees to pay a non-compliance fee of \$50.00 per day to the Association until the work is completed.**

Homeowner agrees that the non-compliance fee shall be considered as a special assessment under Civil Code Section 1366 which may be collected using the same remedies available to the Association under the governing documents and Civil Code Section 1366 and 1367.1, including the lien foreclosure process. Homeowner agrees that the daily non-compliance fee is reasonable and imposition of said fee is necessary to ensure timely completion of construction projects which interfere with the use and enjoyment of the development and private property within the development.

4. Homeowner understands and agrees that a failure to meet the notice requirements and completion deadlines set forth herein shall constitute a breach of this Covenant and shall entitle the Association, in addition to charging the non-compliance fees described herein, to prosecute an action to compel completion of the scope of work by a date certain through an injunctive relief action in Superior Court and if it prevails, to recover reasonable attorneys fees and costs incurred in prosecuting said action. Homeowner agrees that an injunctive relief action to enforce the obligations set forth in this agreement shall not be subject to the pre-litigation requirements of Civil Code Section 1369.510 et seq. for an injunctive relief action to enforce the governing documents.
5. Homeowner shall indemnify, defend and hold the Association, its Board of Directors and Architectural Committee, and all Association members harmless from any and all third party claims, lawsuits, liability, actions or the like, to the fullest extent provided under California law, which arise from the performance of any construction work on Homeowner's property, whether approved or otherwise.
6. Homeowner agrees to obtain all governmental permits from the applicable agencies prior to commencement of work. Homeowner agrees, upon request from Association, to provide Association with copies of permits and inspection reports from the permitting agencies.
7. Any modification of the Covenant shall require a written agreement executed by all parties. This Covenant contains the entire agreement and understanding between the Settling Parties concerning its subject matter and integrates and supersedes all other agreements of any kind relating to the subject matter of this Agreement
8. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

9. The parties represent and warrant that they have read and understand the Covenant, have mutually participated in the drafting of the Covenant and that they are authorized to enter into the Covenant and bind the respective parties.

Southshore Property Owner's Association

By: _____

Dated: _____, 20__

Homeowner

Printed Name: _____

By: _____

Dated: _____, 20__

Address: _____