



# Pinecrest Community Association

## Homeowner Rules from the Association's Governing Documents

### CC&R Sections

Article VIII	Architectural Control
Article IX	Maintenance and Repair Obligations of Owners
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Pinecrest Architectural Rules and Application Binder



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## ARTICLE VIII

ARCHITECTURAL CONTROL

Section 8.01. Members of Committee. The Architectural Review Committee, sometimes referred to in this Declaration as the "ARC", shall consist of three (3) members. The initial members of the ARC shall be representatives of Declarant. Subject to the following provisions, Declarant shall have the

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right and power at all times to appoint and remove a majority of the members of the ARC or to fill any vacancy of such majority until the "turnover date" which shall be the date on which either (i) Close of Escrow has occurred for the sale of ninety percent (90%) of the Lots subject to this Declaration (subject to item (ii) below, Declarant's rights of appointment may be reinstated upon annexation of additional territory pursuant to Article XVI of this Declaration), or (ii) five (5) years following the date of issuance of the Final Subdivision Public Report for Phase 1 of the Properties, whichever occurs earlier. Commencing one (1) year from the date of the original issuance of the Final Subdivision Public Report for the Properties, the Board shall have the power to appoint one (1) member to the ARC, until the turnover date. Thereafter, the Board shall have the power to appoint and remove all of the members of the ARC. Persons appointed to the ARC by the Board shall be from the membership of the Association, but Persons appointed to the ARC by Declarant need not be Members of the Association. The ARC shall have the right and duty to promulgate reasonable standards against which to examine any request made pursuant to this Article, in order to ensure that the proposed plans conform harmoniously to the exterior design and existing materials of the buildings in the Properties. Board members may also serve as ARC members.

Section 8.02. Review of Plans and Specifications. The ARC shall consider and act upon any and all plans and specifications submitted for its approval under this Declaration and perform such other duties as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with plans approved by the ARC. No construction, alteration, removal, relocation, repainting, demolition, addition, installation, modification, decoration, redecoration or reconstruction of an Improvement, including landscaping, in the Properties shall be commenced or maintained, until the plans and specifications therefor showing the nature, kind, shape, height, width, color, materials and location of the same shall have been submitted to the ARC and approved in writing by the ARC; provided, however, that any Improvement may be repainted without ARC approval so long as the Improvement is repainted the identical color which it was last painted. Without limiting the generality of the foregoing, the provisions of this Article VIII shall apply to the construction, installation, alteration and modification of solar energy equipment subject to the provisions of California Civil Code Section 714, the Uniform Building Code of the County, applicable zoning district regulations and associated County ordinances. The Owner submitting such plans and specifications ("Applicant") shall obtain a written receipt therefor from an

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authorized agent of the ARC. Until changed by the Board, the address for submission of such plans and specifications shall be c/o Mission Viejo Company, 26137 La Paz Road, Mission Viejo, California 92691. The ARC shall approve plans and specifications submitted for its approval only if it deems that the installation, construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area of the Properties as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the installation or construction thereof will not detract from the beauty, wholesomeness and attractiveness of the Common Area or the enjoyment thereof by the Members, and that the upkeep and maintenance thereof will not become a burden on the Association. Declarant, and any Person to which Declarant assigns all or any portion of its exemption hereunder, need not seek or obtain ARC approval for any improvements constructed on the Properties by Declarant or such Person, as the case may be.

The ARC may condition its approval of proposals or plans and specifications for any improvement (1) upon the Applicant's furnishing the Association with security acceptable to the Association against any mechanic's lien or other encumbrance which may be Recorded against the Properties as a result of such work, (2) on such changes therein as it deems appropriate, (3) upon the Applicant's agreement to grant appropriate easements to the Association for the maintenance of the improvement, (4) upon the Applicant's agreement to install (at its sole cost) water, gas, or electrical meters to measure any increased consumption, (5) upon the Applicant's agreement to reimburse the Association for the cost of such maintenance, or (6) upon the Applicant's agreement to complete the proposed work within a stated period of time, or all of the above, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. (The ARC may also issue rules or guidelines setting forth procedures for the submission of plans for approval, requiring a fee payable to the Association to accompany each application for approval, or stating additional factors which it will take into consideration in reviewing submissions. The ARC may provide that the amount of such fee shall be uniform, or that it be determined in any other reasonable manner, such as by the reasonable cost of the construction, alterations or additions contemplated. The ARC may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, landscape plans, floor plans, site plans, drainage plans, elevation drawings and description or samples of exterior material and colors. Decisions of the ARC and the reasons therefor shall be transmitted by the ARC to the applicant at the address set forth in the application for

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approval, within forty-five (45) days after receipt by the ARC of all materials required by the ARC. Any application submitted pursuant to this Section 8.02 shall be deemed approved, unless written disapproval or a request for additional information or materials by the ARC shall have been transmitted to the applicant within forty-five (45) days after the date of receipt by the ARC of such application or additional information. The Applicant shall meet any review or permit requirements of the County prior to making any alterations or Improvements permitted hereunder.

Section 8.03. Meetings of the ARC. The ARC shall meet from time to time as necessary to perform its duties hereunder. The ARC may from time to time, by resolution unanimously adopted in writing, designate an ARC representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the ARC, except the granting of variances pursuant to Section 8.08. In the absence of such designation, the vote or written consent of a majority of the ARC, shall constitute an act of the ARC.

Section 8.04. No Waiver of Future Approvals. The approval of the ARC to any proposals or plans and specifications or drawings for any work done or proposed or in connection with any other matter requiring the approval and consent of the ARC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters subsequently or additionally submitted for approval or consent.

Section 8.05. Compensation of Members. The members of the ARC shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder.

Section 8.06. Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

(a) The ARC or its duly authorized representative may at any time inspect any work for which approval of plans is required under this Article VIII. However, the ARC's right of inspection of Improvements for which plans have been submitted and approved shall terminate sixty (60) days after the work of Improvement has been completed and the respective Owner has given written notice to the ARC of its completion. The ARC's rights of inspection shall not terminate pursuant to this paragraph if plans for the work of Improvement have not previously been submitted to and approved

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by the ARC. If, as a result of such inspection, the ARC finds that the improvement was done without obtaining approval of the plans therefor or was not done in substantial compliance with the plans approved by the ARC, it shall notify the Owner in writing of failure to comply with this Article VIII within sixty (60) days from the inspection, specifying the particulars of noncompliance. The ARC shall have the authority to require the Owner to take such action as may be necessary to remedy the noncompliance.

(b) If upon the expiration of sixty (60) days from the date of such notification, the Owner has failed to remedy the noncompliance, the ARC shall notify the Board in writing of such failure. Upon Notice and Hearing, as provided in the Bylaws, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date that notice of the Board ruling is given to the Owner. If the Owner does not comply with the Board ruling within that period, the Board, at its option, may Record a Notice of Noncompliance and commence a lawsuit for damages or injunctive relief, as appropriate, to remedy the noncompliance. In addition, the Board may peacefully remedy the noncompliance, and the Owner shall reimburse the Association, upon demand, for all expenses (including reasonable attorneys' fees) incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy a Special Assessment against the Owner for reimbursement as provided in this Declaration. The right of the Association to remove a noncomplying improvement or otherwise remedy the noncompliance shall be in addition to all other rights and remedies which the Association may have at law, in equity or in this Declaration.

(c) If for any reason the ARC fails to notify the Owner of any noncompliance with previously submitted and approved plans within sixty (60) days after receipt of written notice of completion from the Owner, the improvement shall be deemed to be in accordance with the approved plans.

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**Section 8.07. Scope of Review.** The ARC shall review and approve, conditionally approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and the Properties generally. The ARC shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features. The ARC's approval or disapproval shall be based solely on the considerations set forth in this Article VIII, and the ARC shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes. Each Owner shall be responsible for obtaining all necessary permits and for complying with all County requirements with respect to the implementation of such plans.

**Section 8.08. Variance.** The ARC may authorize variances from compliance with any of the architectural provisions of this Declaration, including without limitation, restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental consideration may require. Such variances must be evidenced in writing, must be signed by a majority of the ARC, and shall become effective upon Recordation. After Declarant has lost the right to appoint a majority of the members of the ARC, the Board must approve any variance recommended by the ARC before such variance shall become effective. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the use of his Lot.

#### ARTICLE IX

##### MAINTENANCE AND REPAIR OBLIGATIONS

**Section 9.01. Maintenance Obligations of Owners.** It shall be the duty of each Owner, at his sole cost and expense, subject to the provisions of this Declaration requiring ARC approval, to maintain, repair, replace and restore all improvements located on his Lot and the Lot itself in a neat, sanitary and attractive condition. If any Owner shall permit

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any Improvement, the maintenance of which is the responsibility of such Owner, to fall into disrepair or to become unsafe, unsightly or unattractive, or to otherwise violate this Declaration, the Board shall have the right to seek any remedies at law or in equity which it may have. In addition, the Board shall have the right, but not the duty, after Notice and Hearing as provided in the Bylaws, to enter upon such Owner's Lot to make such repairs or to perform such maintenance and to charge the cost thereof to the Owner. Said cost shall be a Special Assessment enforceable as set forth in this Declaration.

Section 9.02. Maintenance Obligations of Association.

No improvement, excavation or work which in any way alters the Common Area shall be made or done by any person other than the Association or its authorized agents after the completion of the construction or installation of the Improvements thereto by Declarant. Subject to the provisions of Sections 6.03 and 9.03 hereof, upon commencement of Annual Assessments on the Lots in a Phase of Development the Association shall provide for the maintenance, painting, as applicable, repair, and replacement of the Common Area and all Improvements thereon in such Phase, including but not limited to, all landscaping, slope plantings, and private irrigation systems, sewers and storm drains, in a safe, sanitary and attractive condition, and in good order and repair, and shall likewise provide for the utilities serving the Common Area. The Association shall ensure that the landscaping on the Common Area is maintained free of weeds and disease. The Association shall not be responsible for the maintenance of any portions of the Common Area which have been dedicated to the County or any other governmental agency or entity. All of the foregoing obligations of the Association shall be discharged when and in such manner as the Board of Directors of the Association shall determine in its judgment to be appropriate.

Section 9.03. Damage to Common Area by Owners. The cost of any maintenance, repairs or replacements by the Association within the Common Area, arising out of or caused by the willful or negligent act of an Owner, his tenants, or their families, guests or invitees shall, after Notice and Hearing, be levied by the Board as a Special Assessment against such Owner.

Section 9.04. Damage and Destruction Affecting Dwelling Units -- Duty to Rebuild. If all or any portion of any Lot or Dwelling Unit is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner of such Lot to rebuild, repair or reconstruct the Lot and the Dwelling Unit on such Lot in a manner which will restore them substantially to their appearance and condition immediately prior to the



casualty or as otherwise approved by the ARC. The Owner of any damaged Lot or Dwelling Unit and the ARC shall be obligated to proceed with all due diligence hereunder, and such Owner shall cause reconstruction to commence within three (3) months after the damage occurs and to be completed within nine (9) months after damage occurs, unless prevented by causes beyond his reasonable control. A transferee of title to the Lot which is damaged or upon which is located a damaged Dwelling Unit shall commence and complete reconstruction in the respective periods which would have remained for the performance of such obligations if the Owner of the Lot at the time of the damage still held title to the Lot. However, in no event shall such transferee of title be required to commence or complete such reconstruction in less than thirty (30) days from the date such transferee acquired title to the Lot.

#### ARTICLE X

##### USE RESTRICTIONS

All real property within the Properties shall be held, used and enjoyed subject to the following limitations and restrictions and the exemptions of Declarant in Article XIV hereof:

Section 10.01. Single Family Residence. Each Lot shall be used as a residence for a single Family and for no other purpose.

Section 10.02. Business or Commercial Activity. No part of the Properties shall ever be used or caused to be used or allowed or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storage, vending or other such nonresidential purposes; except Declarant, its successors and assigns, may use any portion of the Properties for a model home site, and display and sales office in connection with the sale of Lots in the Properties by Declarant. The provisions of this Section 10.02 shall not preclude professional and administrative occupations without external evidence thereof, for so long as such occupations are conducted in conformance with all applicable governmental ordinances and are merely incidental to the use of the Dwelling Unit as a residential home.

Section 10.03. Nuisances. No noxious or offensive activities (including but not limited to the repair of motor vehicles) shall be carried on upon the Properties. No horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of a Dwelling Unit and its contents, shall be placed or used on the Properties or on

any public street abutting the Properties. Noisy or smoky vehicles, large power equipment and large power tools (excluding lawnmowers and other equipment utilized in connection with ordinary landscape maintenance), off-road motor vehicles or items which may unreasonably interfere with television or radio reception of any Owner in the Properties, and objects which create or emit loud noises or noxious odors shall not be located, used or placed on any portion of the Properties, or on any public street abutting the Properties, or exposed to the view of other Owners without the prior written approval of the ARC. The Board of Directors of the Association shall have the right to determine if any noise, odor, or activity producing such noise or odor constitutes a nuisance. No Owner shall permit or cause anything to be done or kept on the Properties, or on any public street abutting the Properties, which may increase the rate of insurance in the Properties, or result in the cancellation of such insurance, or which will obstruct or interfere with the rights of other Owners, nor commit or permit any nuisance thereon or violate any law. Each Owner shall comply with all of the requirements of the local or state health authorities and with all other governmental authorities with respect to the occupancy and use of a Dwelling Unit. Each Owner shall be accountable to the Association and other Owners for the conduct and behavior of children and other family members or persons residing in or visiting his Lot; and any damage to the Common Area, personal property of the Association, or property of another Owner, caused by such children or other family members, shall be repaired at the sole expense of the Owner of the Lot where such children or other family members or persons are residing or visiting. All of the Properties shall be developed, operated and maintained so as to not create a public nuisance.

**Section 10.04. Signs.** No sign, poster, display, billboard or other advertising device of any kind shall be displayed to the public view on any portion of the Properties, or on any public street abutting the Properties, without the prior written consent of the ARC, except (a) one (1) sign for each Lot, not larger than eighteen (18) inches by thirty (30) inches, advertising the Lot for sale or rent, (b) traffic and other signs installed by Declarant as part of the original construction of the Properties, or (c) signs, regardless of size, used by Declarant, its successors or assigns, to advertise the Properties during the construction and sales period or installed by Declarant to denote visitor parking on the Common Area. All signs or billboards and the conditions promulgated for the regulation thereof shall conform to the requirements of all applicable governmental ordinances.

**Section 10.05. Parking and Vehicular Restrictions.** The parking areas of the Properties shall be used for parking authorized vehicles only and shall not be used for storage, living, recreational or business purposes. No Person shall park, store or keep any vehicle on any portion of the Properties, except wholly within the parking areas designated therefor. No Person shall park, store or keep anywhere on the Properties or on any public street abutting the Properties, any inoperable vehicle or any large commercial-type vehicle (other than a pick-up truck or van used for daily transportation of residents of or visitors to the Properties) including, but not limited to, any dump truck, cement mixer truck, oil or gas truck or delivery truck, any recreational vehicle, camper unit, house car or motor home, any bus, trailer, trailer coach, camp trailer, boat, aircraft, mobile home, or any other similar vehicle or any vehicular equipment, mobile or otherwise, deemed to be a nuisance by the Board except wholly within the Owner's garage and only with the garage door closed. The above excludes camper trucks and similar vehicles up to and including three-quarter (3/4) ton when used for everyday-type transportation and subject to approval by the Board. No Person shall conduct repairs or restorations of any motor vehicle, boat, trailer, aircraft or other vehicle upon any portion of the Properties or on any public street abutting the Properties. However, such repair and restoration shall be permitted within an Owner's garage when the garage door is closed, provided that such activity may be prohibited entirely if the Board determines in its reasonable discretion, that such activity constitutes a nuisance. No parking shall be permitted which may obstruct free traffic flow, constitute a nuisance, or otherwise create a safety hazard. Garages shall be used for parking purposes only and shall not be converted to other uses. Vehicles owned, operated or within the control of any Owner or of a resident of such Owner's Unit shall be parked in the garage of such Owner to the extent of the space available therein, provided that each Owner shall maintain his garage in a manner which ensures that it is capable of accommodating at least one full-sized automobile. Notwithstanding the foregoing, these restrictions shall not be interpreted in such a manner so as to permit any activity which would be contrary to any ordinance of the County.

**Section 10.06. Animal Restrictions.** No insects, reptiles, poultry or animals of any kind shall be raised, bred or kept on the Properties, except that usual and ordinary domestic dogs, cats, fish, birds and other household pets (excluding, without limitation, equine, bovine, sheep, swine, goats and other such animals) may be kept on Lots, provided that they are not kept, bred or maintained for commercial purposes, in unreasonable quantities, or in violation of the

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Rules and Regulations adopted by the Association as provided in the Bylaws. As used in this Declaration, "unreasonable quantities" shall ordinarily mean more than two (2) pets per household; provided, however, that the Board of Directors may determine that a reasonable number in any instance may be more or less. The Association, acting through the Board of Directors, shall have the right to prohibit maintenance of any animal which constitutes, in the opinion of the Board, a nuisance to any other Owner. Animals belonging to Owners, occupants or their licensees, tenants or invitees within the Properties must be either kept within an enclosure or on a leash being held by a person capable of controlling the animal. Furthermore, any Owner shall be liable to each and all remaining Owners, their families, guests, tenants and invitees, for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the Properties by such Owner or by members of his family, his tenants or his guests; and it shall be the duty and responsibility of each such Owner to clean up after such animals which have used any portion of the Common Area, or public property abutting the Properties.

Section 10.07. Trash. No rubbish, trash or garbage or other waste material shall be kept or permitted upon any lot, the Common Area or on any public street abutting or visible from the Properties, except in sanitary containers located in appropriate areas screened and concealed from view, and no odor shall be permitted to arise therefrom so as to render the Properties, or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. Such containers shall be exposed to the view of neighboring Lots only when set out for a reasonable period of time (not to exceed twelve (12) hours before and after scheduled trash collection hours). There shall be no exterior fires whatsoever except barbecue fires contained within receptacles therefor and fire pits in enclosed areas and designed in such a manner that they do not create a fire hazard. No clothing or household fabrics shall be hung, dried or aired on or over any Lot in such a way as to be visible from any other lot, and no lumber, grass, shrub or tree clippings or plant waste, metals, bulk material, scrap, refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Properties except within an enclosed structure or if appropriately screened from view. No plants or seeds infected with noxious insects or plant diseases shall be brought upon, grown or maintained upon the Properties.

Section 10.08. View Obstructions. Each Owner by accepting a deed to a Lot hereby acknowledges that any construction or installation by Declarant may impair the view of such Owner and hereby consents to such impairment. No other improvement or obstruction shall be constructed, planted or

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maintained upon any Lot in such location or of such height as to unreasonably obstruct the view from any other Lot in the vicinity thereof. If there is a dispute between Owners concerning the obstruction of a view from a Lot, the dispute shall be submitted to the ARC, whose decision in such matters shall be binding. Any item or vegetation maintained upon any Lot which item or vegetation is exposed to the view of any Owner, shall be removed or otherwise altered to the satisfaction of the ARC, if it determines that the maintenance of such item or vegetation in its then existing state is contrary to the purposes or provisions of this Declaration. The ARC shall ensure that the vegetation on the Common Area maintained by the Association is cut at such intervals so that the view of any Owner is not unreasonably obstructed.

Section 10.09. Temporary Buildings. No outbuilding, basement, tent, shack, shed or other temporary building or improvement of any kind shall be placed upon any portion of the Properties either temporarily or permanently. No garage, carport, trailer, camper, motor home, recreation vehicle or other vehicle shall be used as a residence in the Properties, either temporarily or permanently.

Section 10.10. Common Area Facilities. Nothing shall be altered or constructed in or removed from the Common Area without the prior written consent of the Board of Directors.

Section 10.11. Outside Installations. No radio station or shortwave operators of any kind shall operate from any Lot or Dwelling Unit unless approved by the ARC. No exterior radio antenna, "C.B." antenna, television antenna, or other antenna of any type shall be erected or maintained in the Properties. However, a master antenna or antennae or cable television antenna or antennae may, but need not, be provided by Declarant for the use of all Owners, and Declarant may grant easements for such purposes. No projections of any type shall be placed or permitted to remain above the roof of any building within the Properties, except one or more chimneys and vent stacks originally installed, if at all, by Declarant. No basketball backboard or other fixed sports apparatus shall be constructed or maintained in the Properties without the prior approval of the ARC. No fence or wall shall be erected, altered or maintained on any Lot in the Properties, except with the prior approval of the ARC. No patio cover, wiring, or air conditioning fixture, water softeners, or other devices shall be installed on the exterior of a Dwelling Unit or be allowed to protrude through the walls or roof of the Dwelling Unit (with the exception of those items installed during the original construction of the Dwelling Unit), unless the prior written approval of the ARC is obtained.

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Section 10.12. Drilling. No oil drilling, oil, gas or mineral development operations, oil refining, geothermal exploration or development, quarrying or mining operations of any kind shall be permitted upon or in any Lot or the Common Area, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted upon the surface of any Lot or within five hundred feet (500') below the surface of the Properties. No derrick or other structure designed for use in boring for water, oil, geothermal heat or natural gas shall be erected, maintained or permitted upon any Lot.

Section 10.13. Further Subdivision. No Owner shall further partition or subdivide his Lot, including without limitation any division of his Lot into time-share estates or time-share uses; provided, however, that this provision shall not be construed to limit the right of an Owner (1) to rent or lease his entire Lot by means of a written lease or rental agreement subject to the restrictions of this Declaration, so long as the Lot is not leased for transient or hotel purposes; (2) to sell his Lot; or (3) to transfer or sell any Lot to more than one person to be held by them as tenants-in-common, joint tenants, tenants by the entirety or as community property. The terms of any such lease or rental agreement shall be made expressly subject to this Declaration and the Bylaws of the Association. Any failure by the lessee of such Lot to comply with the terms of this Declaration, the Bylaws of the Association or the Rules and Regulations shall constitute a default under the lease or rental agreement.

Section 10.14. Drainage. There shall be no interference with or alteration of the established drainage pattern over any Lot within the Properties, unless an adequate alternative provision is made for proper drainage with the prior approval of the ARC. For the purposes hereof, "established drainage pattern" is defined as the drainage which exists at the time that such Lot is conveyed to a purchaser from Declarant, and shall include drainage from the Lots in the Properties onto the Common Area and from the Common Area onto the Lots.

Section 10.15. Water Supply Systems. No individual water supply, sewage disposal system, or water softener system shall be permitted on any Lot in the Properties unless such system is designed, located, constructed and equipped in accordance with the requirements, standards and recommendations of any water district serving the Properties, the Health Department for the county in which the Properties are located, the ARC, and all other applicable governmental authorities.

Section 10.16. Rights of the Handicapped. Subject to the review rights of the ARC, each Owner shall have the right to modify his Dwelling Unit and the route over the Lot leading to the front door of his Dwelling Unit, at his sole cost and

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expense, in order to facilitate access to his Dwelling Unit by Persons who are blind, visually handicapped, deaf or physically disabled, or to alter conditions which could be hazardous to such Persons.

Section 10.17. Solar Energy Systems. Each Owner may install a solar energy system on his Lot which serves his Dwelling Unit so long as (1) the design and location of the solar energy system meets the requirements of applicable zoning district ordinances and the Uniform Building Code and associated ordinances, and (2) said design and location receives the prior written approval of the Architectural Review Committee pursuant to Article VIII of this Declaration.

Section 10.18. Installation of Front Yard Landscaping. The Owner of each Lot shall complete the installation of landscaping on the front yard of his Lot, in accordance with a plan approved by the ARC, within ninety (90) days after the Close of Escrow for the sale of such Lot from Declarant. Each Owner shall obtain all permits necessary and shall comply with all requirements of the County.

Section 15.09. Sideyard Easements.

(a) Creation of Easements. In addition to the general easements provided for in this Declaration, Declarant hereby reserves an exclusive easement of use and enjoyment as a private sideyard area ("Sideyard"), for the benefit of Lots 3 to 20, inclusive, and 22 to 37, inclusive, in Phase 1 ("Dominant Lots"), over each of the following numbered Lots ("Adjoining Lots") in Phase 1: 2 to 18, inclusive, 21 and 23 to 38, inclusive. With a few minor exceptions, the Sideyards shall extend along and from the common side Lot lines separating the Dominant Lots from the Adjoining Lots, across the Adjoining Lots, to the walls or foundation lines of the structures as are or may hereafter be initially constructed by Declarant on the Adjoining Lots, as such lines are extended parallel to the common side Lot line to the front and rear Lot lines of the Adjoining Lots. The Sideyards in Phase 1 are more particularly shown and described on the Sideyard

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Easement Map which is attached hereto, marked Exhibit "D" and by this reference is incorporated herein. Declarant further reserves for the Owner of each Dominant Lot and each correspondingly Adjoining Lot, a nonexclusive easement for reasonable ingress and egress to and from the particular Sideyard for the respective purposes enumerated in Paragraph (b) below. Declarant further reserves for itself and for Owners of Adjoining Lots easements appurtenant to such Adjoining Lots over the respective Sideyards located on such Adjoining Lots for purposes of accommodating (1) encroachment of overhanging eaves and other items as initially constructed on the Adjoining Lot by Declarant or as constructed with ARC approval and (2) drainage over the Sideyards in accordance with the established drainage pattern. For purposes of this Section 15.09, the term "established drainage pattern" on a Lot means the drainage over the swale that existed at the time that such Lot is conveyed to a purchaser from Declarant.

(b) Restrictions on Sideyard Use. Each Sideyard shall be used and enjoyed subject to the following terms and conditions:

(1) The Sideyard shall be used only as a general recreational and garden area by the Owner of the Dominant Lot, and each such Owner shall have the right to enter upon the Sideyard for such purpose. Such purpose shall include the right of each Owner to plant vegetation and establish an irrigation system thereon, provided such system shall be first approved by the ARC. The Sideyard and every part thereof, including the fence enclosing the Sideyard and the drainage system established by Declarant as part of the grading and original construction upon the Adjacent Lot, shall be repaired, replaced and maintained continuously in a neat and orderly condition by the Owner of the Dominant Lot.

(2) The Owner of the Adjacent Lot shall have the right, at reasonable times, upon reasonable notice and in a reasonable manner, to enter upon the Sideyard for the purpose of maintaining, repairing or restoring the structural wall of his Dwelling Unit, the structure of which it is

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a part, the gutter and downspout attached to his Dwelling Unit and any fence owned by him which adjoins or abuts the Sideyard.

(3) No storage of any kind shall be permitted in the Sideyard, nor shall any object or device of any kind be affixed to the structural wall or fence on the Adjoining Lot adjoining and abutting the Sideyard without the prior written consent of the Owner of such wall or fence.

(4) Except for the fences and structures established by Declarant, as part of the original construction upon the Adjacent Lot, and except as authorized by Section b(1) hereinabove, no fence or other structure of any kind shall be constructed within, upon or adjacent to the Sideyard, without the prior written approval of the ARC.

(5) No planting of other material or authorized structure (including patios) shall be constructed, altered, placed or permitted to remain upon the Sideyard which may change the direction of flow of the drainage system upon the Adjacent Lot, as established by Declarant, or which may damage or alter the swale of such system or may obstruct, interfere or retard the flow of water through such system. The Owners of each Adjacent Lot shall have the right to use the drainage system established within the Sideyard adjoining and abutting their Lots for the purpose of draining their Lots (including atriums), provided that such right to drainage shall not include the right to discharge noxious or offensive matter.

(6) No Owner shall obstruct in any way access over the sideyard by any agent of the Association to inspect the sideyard or to read utility meters located therein.

(7) No use of the Sideyard shall be made except as provided hereinabove.

-52-

54533/FSJ/0454S/18400  
dnl/03-12-86

# PINECREST COMMUNITY ASSOCIATION

## ARCHITECTURAL APPLICATION

Please deliver this form along with drawings and other material, when required, to Pinecrest Architectural Committee, c/o Orange County HOA Management, 100 Spectrum Center Dr STE 900, Irvine CA 92618.

NAME \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

ADDRESS \_\_\_\_\_ HOME PH. \_\_\_\_\_

LOT \_\_\_\_\_ TRACT \_\_\_\_\_ WORK PH. \_\_\_\_\_

PROPOSED STARTING DATE \_\_\_\_\_ COMPLETION DATE \_\_\_\_\_

The Architectural Committee approves changes and improvements according to standards established by the CC&Rs to assure continuity of quality and design while maintaining the aesthetics of the Community Association.

### PLEASE INCLUDE THE FOLLOWING INFORMATION WITH THIS APPLICATION

1. A description of the change/improvement
2. Complete dimensions on the proposed plan
3. Measurement of location in relationship to home and lot lines
4. Description of color specifications, color and materials

### WORKMANSHIP

It is the obligation of the property owner to assure that all work performed on the subject improvements shall be done in a good workmanlike manner equal to or better than the standards of workmanship applied to original construction within the subject tract. If, in the opinion of the Architectural Committee the workmanship performed on the subject improvements has not been done in a good workmanlike manner, the property owner shall be notified by the Architectural Committee in writing and shall be responsible to make the necessary corrections within thirty (30) days from the date of notice. If these corrections are not made within thirty (30) days from the date of notice, then the improvements shall be held in non-compliance with the Declaration of Covenants, Conditions and Restrictions.

### DRAINAGE

During and subsequent to construction of any improvements, the drainage pattern of your lot (although it may be revised), must not divert waters in any manner to adjacent property, nor shall any attempt be made to block or divert waters from adjacent slopes.

### BUILDING AND SAFETY REGULATIONS

Approval of plans by the Architectural Committee does not relieve you (the property owner) of a complete adherence to all codes and regulations of the City of Mission Viejo or other governing agencies (i.e. Mission Viejo Department of Building and Safety, as well as appropriate utility companies). Please note that items which will require approval of the Building Department are as follows not limited to:

Room additions, patio covers (footing for supports should be inspected prior to pouring a slab), retaining walls with grade differential of 10 inches or more, swimming pools and equipment, sprinkler systems, alterations in plumbing, heating and electrical, and air conditioners.

### DAMAGE DUE TO CONSTRUCTION

If any existing public improvements or utilities are damaged or destroyed during any phase of construction to which these approved plans apply, the property owner shall at his own expense replace and/or repair such damage, subject to the final approval of the appropriate governing agencies and/or utilities.

# PINECREST COMMUNITY ASSOCIATION

## ARCHITECTURAL REVIEW COMMITTEE (ARC)

### APPLICATION FOR ARCHITECTUAL APPROVAL OF EXTERIOR CHANGES

A plan and/or rendering with the location of the project in relation to the house and lot line must be submitted along with this form. Scale dimensions must be noted. Materials and color specifications must be noted. Please deliver this form along with drawings and other supporting material to:

Pinecrest Community Association Architectural Community  
c/o Orange County HOA Management 100 Spectrum Center Drive STE 900 Irvine CA 92618  
949-216-3985 / 949-216-3987 Fax / PCA@hoa-oc.com email

The ARC approves changes and improvements according to the standards established by the CC&Rs and the conditions outlined in the attached "Architectural Conditions and Restrictions" (AC&Rs) to assure continuity of quality and design while maintaining the aesthetics of the Pinecrest community. Only those improvement items indicated below will be reviewed. Any alteration to the improvement items detailed on this notice must be resubmitted to the ARC for review. Any additional improvement items must be submitted for separate approval.

You will receive a response from the ARC within 30 days of ARC's receipt of this completed application.

**Please print**

Property Owner Name \_\_\_\_\_ Daytime Ph. (     ) \_\_\_\_\_  
Street Address \_\_\_\_\_ Mission Viejo, CA  
Proposed Dates: Starting \_\_\_\_\_ Completion: \_\_\_\_\_  
Brief description of project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please check all areas that apply:**

<u>Improvement Area</u>	<u>Reference AC&amp;Rs</u>	<u>Approved</u>	<u>Denied</u>
_____ Block / Brick Wall	C, D, E, F, G, H, I	_____	_____
_____ Driveway	C, D, F, G, H, I	_____	_____
_____ Fence and/or Gate – Wood	C, D, E, F, G, H, I	_____	_____
_____ Fence and/or Gate – Wrought Iron	A, C, D, E, F, G, H, I	_____	_____
_____ Front Door(s)	G, H, I	_____	_____
_____ Garage Door	G, H, I	_____	_____
_____ Irrigation / Drainage System	C, D, F, G, H, I	_____	_____
_____ Landscaping / Plant Material	C, D, F, G, H, I	_____	_____
_____ Painting Exterior	G, H, I	_____	_____
_____ Patio / Planters (hardscape)	B, C, D, F, G, H, I	_____	_____
_____ Patio Cover	G, H, I	_____	_____
_____ Pool	G, H, I	_____	_____
_____ Re-roofing	G, H, I	_____	_____
_____ Room Addition	C, D, E, G, H, I	_____	_____
_____ Spa	G, H, I	_____	_____
_____ Walkway(s)	F, G, H, I	_____	_____
_____ Windows	G, H, I	_____	_____
_____ Other (List item and check):	_____	_____	_____
_____ Solar	G, H, I	_____	_____
_____	G, H, I	_____	_____

**For ARC use only:**

Conditions of Approval, if any \_\_\_\_\_

Explanation for items denied \_\_\_\_\_

ARC Member \_\_\_\_\_

Date \_\_\_\_\_

**FORM MUST BE FILLED  
OUT COMPLETELY FOR  
PERMIT APPROVAL**

## NEIGHBOR AWARENESS FORM

Community Development Department

City of Mission Viejo

200 Civic Center

Mission Viejo, CA 92691

Questions regarding this form: 949/470-3074

Chapter 9.43, of the City of Mission Viejo Municipal Code pertaining to architectural and design review provides that no person shall construct any dwelling, accessory building, or structures, improvements, patio covers, roofs, balconies, decks, porches, terraces, exterior steps or stairways, walls, fences, antennas, spas, swimming pools, or make any additions to, or modify any structure, or install a new roof on any structure, on any property in a residential zone in the City unless the resulting construction is found to be compatible with the neighborhood within which it is located. Excerpts from the Municipal code pertaining to this matter are found on the backside of this form.

Tract/Lot: \_\_\_\_\_

I, \_\_\_\_\_ am requesting a permit to modify my real property at  
(Homeowners' Name)

\_\_\_\_\_ in the following manner:  
(Number and Street Name)

\_\_\_\_\_  
(Building Permit Reason)

The following shall be completed and signed by the **PROPERTY OWNERS** on either side (2), and a front or back neighbor depending upon the improvement(s) (1), prior to submittal for a City of Mission Viejo building permit:

I,

### PROPERTY OWNER

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Daytime Phone No.

\_\_\_\_\_  
Home Phone No.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tract/Lot:

### PROPERTY OWNER

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Daytime Phone No.

\_\_\_\_\_  
Home Phone No.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tract/Lot:

### PROPERTY OWNER

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Daytime Phone No.

\_\_\_\_\_  
Home Phone No.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tract/Lot:

**am aware of and consent to the above-described residential property improvement(s) at my neighbor's property.**

CHAPTER 9.43 of the Mission Viejo Municipal Code  
ARCHITECTURAL AND DESIGN REVIEW

9.43.005 PURPOSE AND INTENT

The regulations of this Chapter only apply to matters requiring a City Building Permit with the exception of amateur radio station antennas. The purpose of this Chapter is to preserve the natural scenic character of the City. Minimum standards are established relating to the siting and massing of either a new structure or a remodeled structure in an existing neighborhood to ensure, to the greatest extent practicable, that the resulting structures are compatible with the neighborhoods within which they are located. The intent of this Chapter is to regulate the development or redevelopment of each building site with respect to adjacent land, public or private, and existing structures so as to maximize visually pleasant relationships, ensure a bright, open neighborhood with a maximum of light and air, and avoid the unpleasant appearance of crowding one structure against another, or of one structure towering over another, insofar as is reasonable and practical. It is not the intent to restrict or regulate the right of an individual property owner to determine the type of structure or addition he or she may wish to place or modify on the parcel. It is the intent, however, to ensure that the new or modified structure does not impact adjacent property owners or the compatibility of structures in the neighborhood. The regulations in this Chapter are in addition to the other regulations/ordinances of the City, and, where in conflict, the more restrictive regulations shall apply.

9.43.010 COMPATIBILITY IN RESIDENTIAL ZONES

No person shall construct any dwelling, accessory building, or structures, improvements, patio covers, roofs, balconies, decks, porches, terraces, exterior steps or stairways, walls, fences, antennas, spas, swimming pools, or make any additions to, or modify, any structure, or install a new roof on any structure, on any parcel in a residential zone in the City for which a building permit is required unless the resulting construction is found to be compatible with the neighborhood within which it is located. The design criteria and review processes contained in this Chapter are provided to protect and maintain the established character of all residential neighborhoods within the City.

9.43.015 OBJECTIVES

In order to maintain neighborhood compatibility, any proposal for construction within a residential zone shall comply with the following objectives:

- (a) Natural Amenities  
Improvements to residential property shall respect and preserve, to the greatest extent practicable, the natural features of the land, including the existing topography and landscaping.
- (b) Neighborhood Character  
Proposals shall be reasonably compatible with the existing neighborhood character in terms of the scale of development of surrounding residences, particularly those within 300 feet of the proposed development parcel boundaries. While many elements can contribute to the scale of a residential structure, designs should minimize the appearance of over or excessive building substantially in excess of existing structures in the neighborhood. The square footage of the structure and the total lot coverage should reflect the uncrowded character of the City and the respective neighborhood. The height of the structures shall maintain, to the extent reasonably practicable, consistency with the height of structures on neighboring parcels.
- (c) Privacy  
Design proposals shall respect to the extent reasonably practicable the existing privacy of adjacent parcels by maintaining an adequate amount of separation between the proposed structure and adjacent parcels, and the design of balconies, decks, and windows should respect the existing privacy of adjacent parcels.
- (d) Views  
Designs should consider, to the extent reasonably practicable, neighbor's existing views.

9.43.020 PROCESS

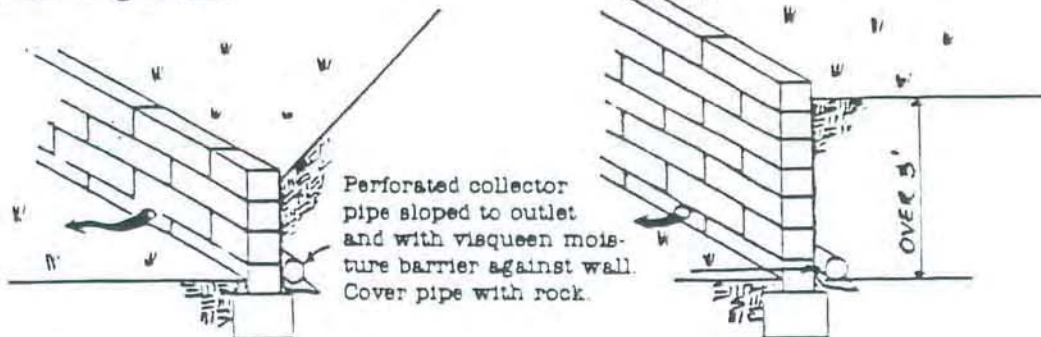
The following requirements shall apply to all proposals for construction of new, or modification of, or addition to existing structures, for all residential parcels.

- (a) Application  
An application for Architectural Review shall be made to the Director on forms furnished by the Director and accompanied by plans showing the effect of the proposed work upon visual relationships with other parcels, existing structures, or land adjacent to or within 300 feet of the proposed work, and any other information the Director may require. The application shall be accompanied by the required fees pursuant to Chapter 9.55 (Applications and Fees).
- (b) Review by Homeowner Association  
An application, involving a parcel regulated in part by a homeowner association referred to in the Conditions, Covenants and Restrictions (CC & R's) for said parcel, shall be submitted to the architectural review committee of the homeowner association for review. In the event the homeowner association does not have an active or established architectural review committee, the Director shall review the application.
- (c) Non-Homeowner Association Parcels  
An application for Architectural Review for a parcel which is located in an area which does not have a homeowner association identified in the CC&R's for said parcel shall be submitted to the Director for review.
- (d) Submission to Adjoining Property Owners  
If, in the opinion of the Director, a proposed improvement would directly impact a neighboring parcel, the applicant shall submit the application for Architectural Review to the owner of the adjoining parcel for review and comment.
- (e) Approvals  
In the event that an architectural review committee or its designated representative, the Director, and all adjoining property owners, if any, approve of the proposed improvement and file written consent(s) thereto within 60 days of submission, the application shall be deemed approved and the proposed improvement can be submitted to plan check, if required. Failure to act on the proposed improvement within the 60 day period shall be deemed approved by the entity or person to whom the proposed improvement was submitted. The Director may grant an extension of time to an architectural review committee if good cause is shown and the request is made in writing. It shall be the responsibility of the applicant to submit to the Director written evidence showing the initial submittal date of plans to the architectural review committee and adjoining property owners.
- (f) Referral to Commission  
In the event that a proposed improvement is disapproved by an architectural review committee, the Director, or any adjacent property owner, the architectural review application shall be submitted to the Commission for review and determination. The Director shall set the application for public hearing and shall give notice of the time and place of the hearing pursuant to the provisions of Chapter 9.56 (Hearings and Appeals). The Commission may approve, approve with conditions, or disapprove the application and shall render its decision within 30 days after the conclusion of its hearing. The decision of the Commission shall be final unless appealed to the Council.
- (g) Appeal of Decision to Council  
Any interested party may, within 15 days after the decision of the Commission, appeal the decision to the Council. The appeal shall be filed with the City Clerk on a form prescribed by the Council, accompanied by payment of the fee pursuant to Chapter 9.55 (Applications and Fees), and shall include the reasons for the appeal. The City Clerk shall set the appeal for public hearing and give notice of the time and place of the hearing pursuant to the provisions of Chapter 9.56 (Hearings and Appeals). The Council may approve, approve with conditions, or disapprove the application and shall render its decision within 30 days of the conclusion of the hearing. The resolution shall contain the Council's findings. The City Clerk shall mail a copy of the resolution to the applicant and the decision of the Council shall be final.



## Masonry Walls

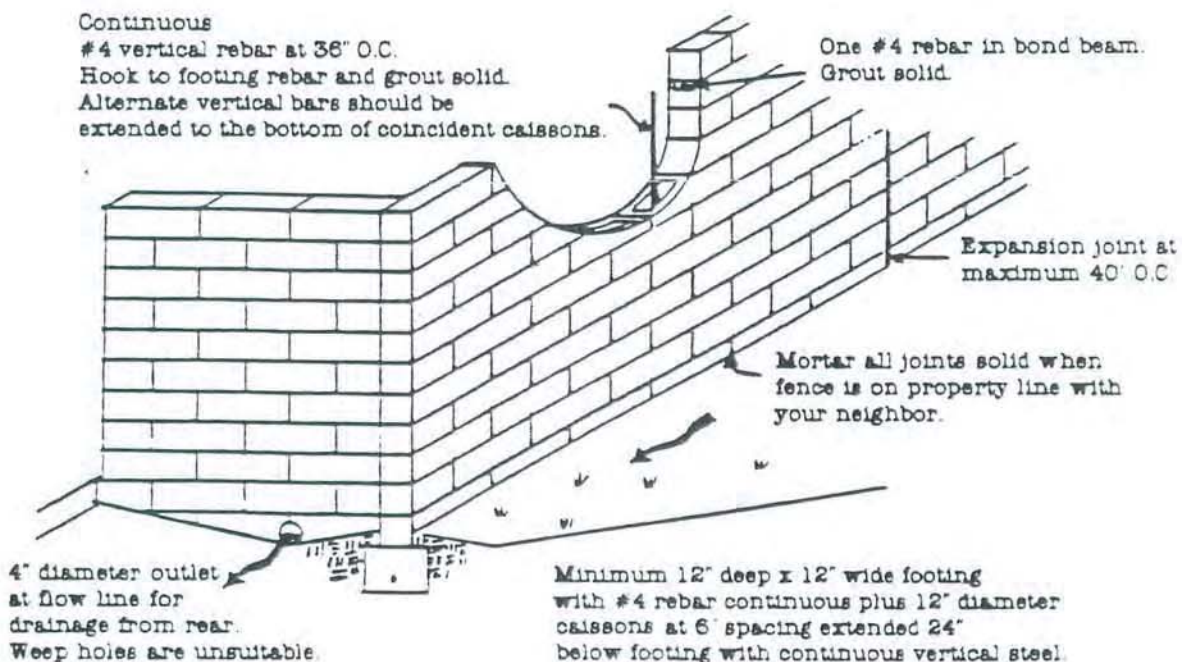
### Retaining Walls



Walls which retain earth at the bottom of a slope or more than 3 feet on the level as above, require structural design by a registered civil engineer and permit and inspection by Orange County Building and Safety. Note, this design may not include the design for a drainage system but proper drainage is critical, therefore, proper design and installation of drainage improvements similar to those suggested above must be provided. Weep holes allow oversaturation of the lower level and should not be used.

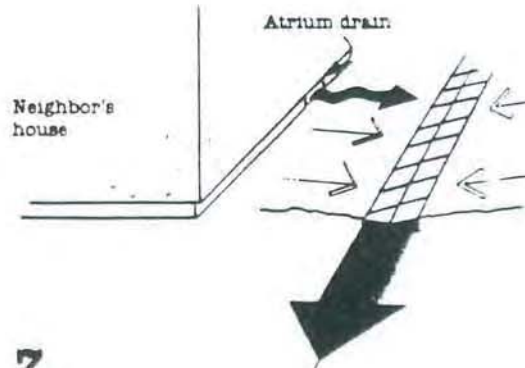
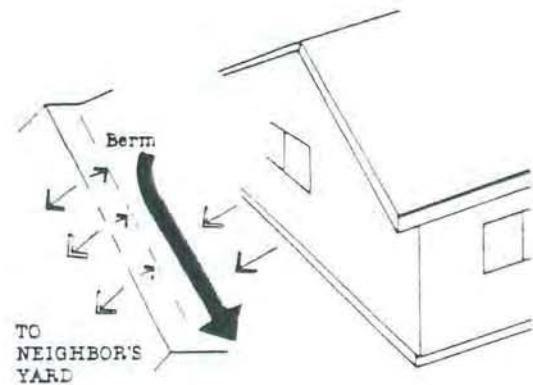
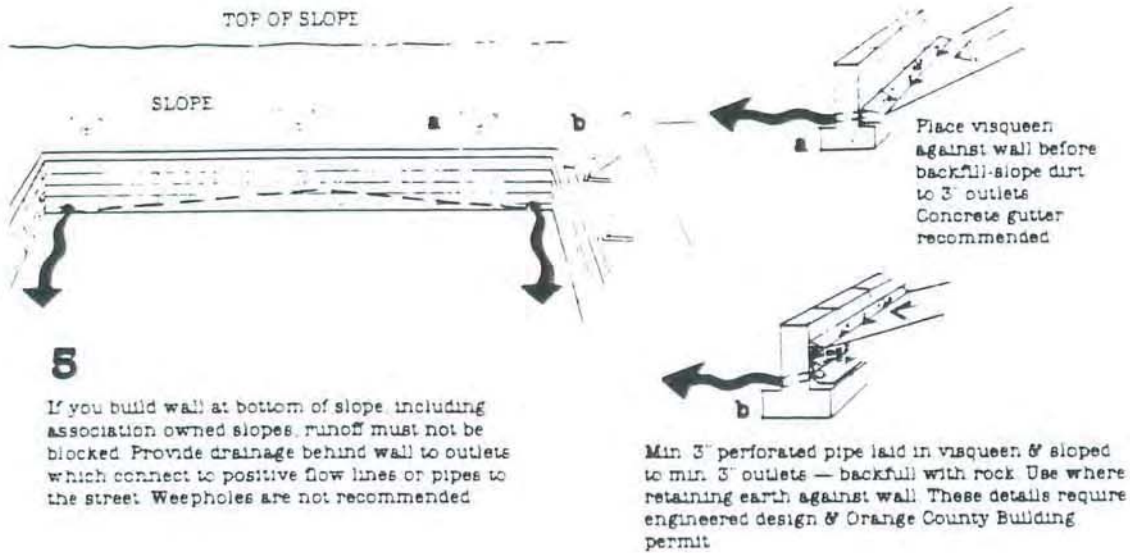
### Minimum Requirements for Masonry Walls Which Do Not Retain Earth.

Walls which do **not** retain earth as outlined above in the Retaining Wall description should be constructed to the minimum standards outlined below.

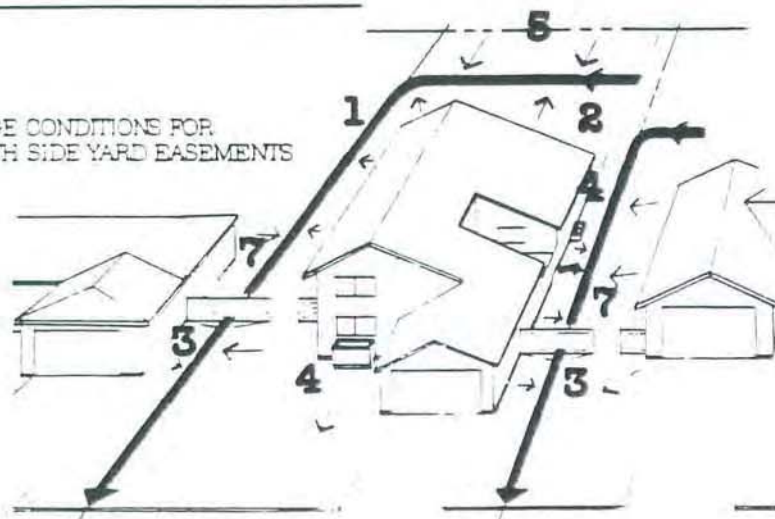


# Details

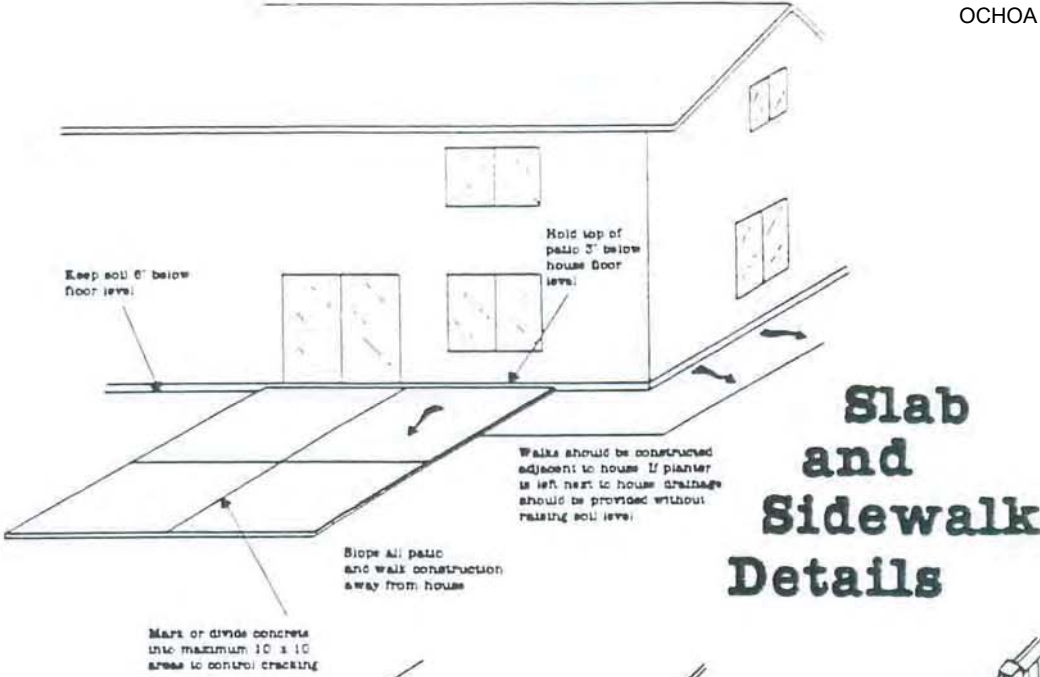
OCHOA 2016.08.01



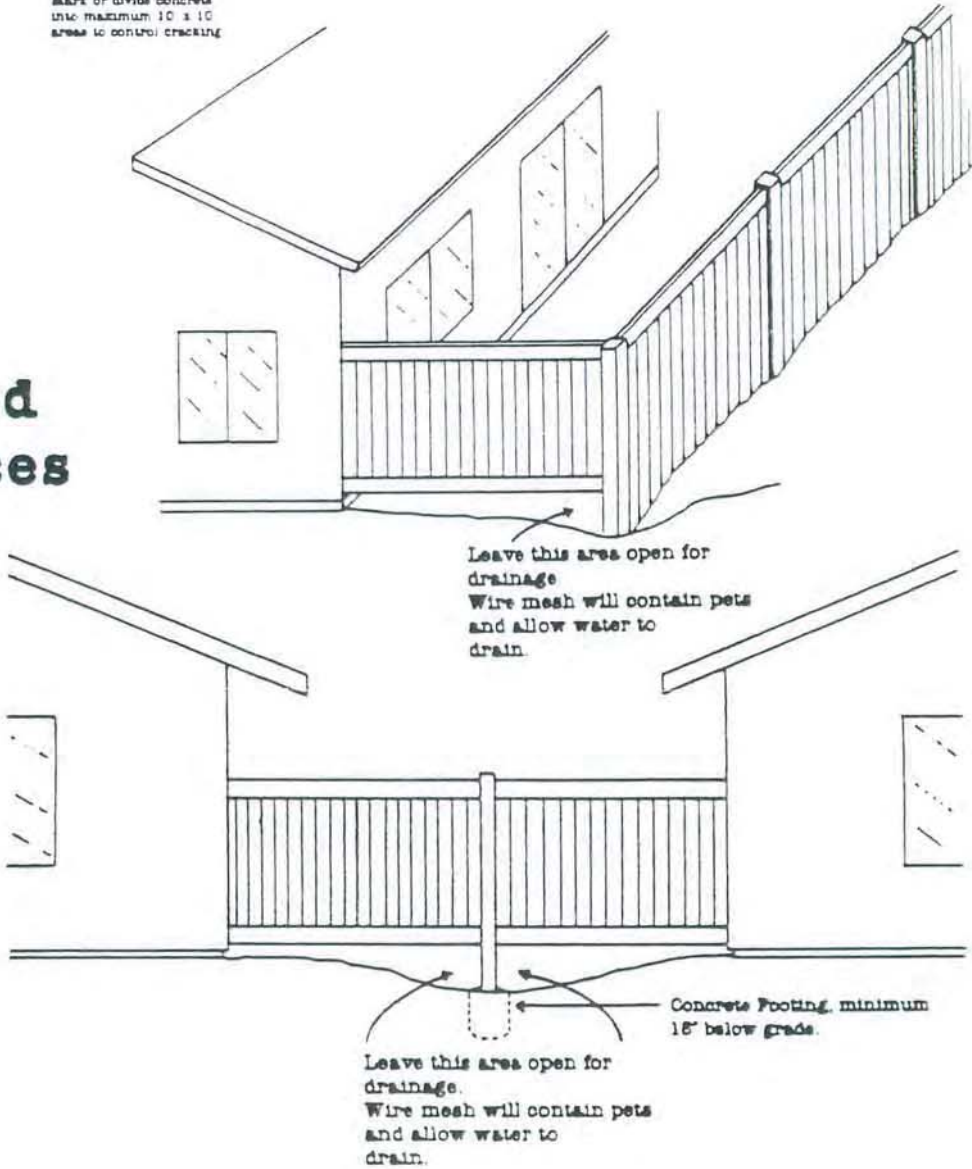
TYPICAL DRAINAGE CONDITIONS FOR PATIO HOMES WITH SIDE YARD EASEMENTS

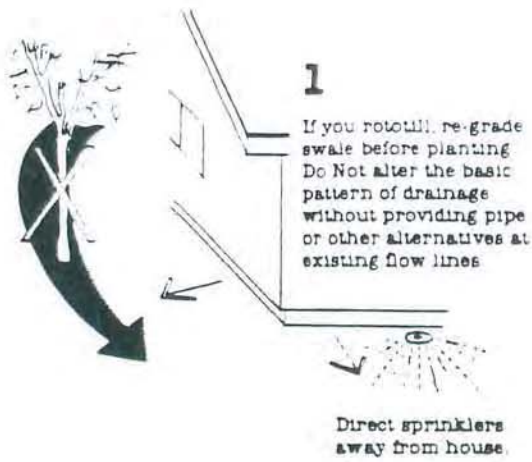






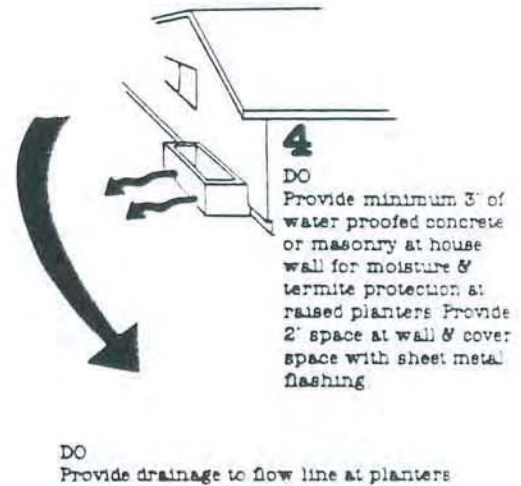
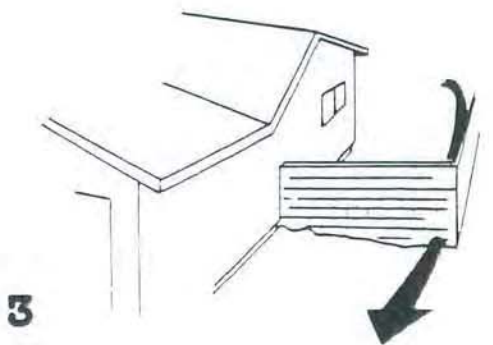
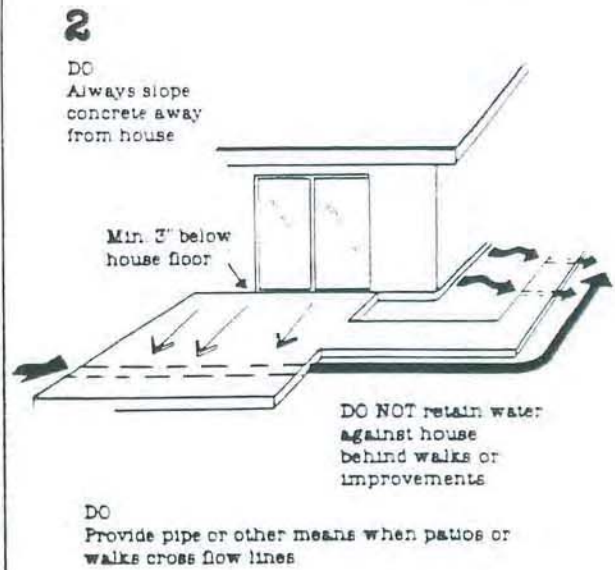
## Wood Fences



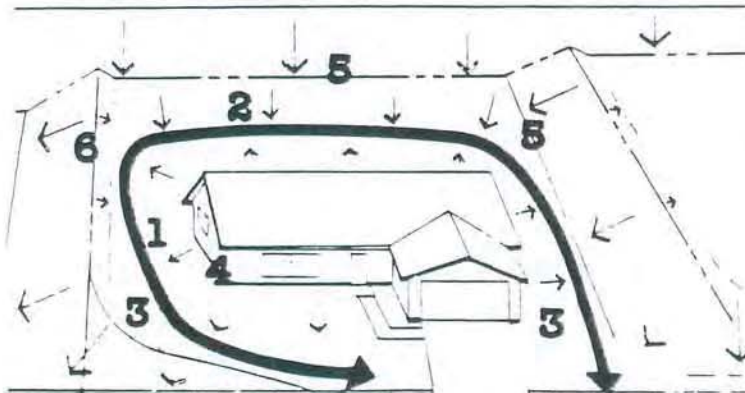


DO NOT  
Plant trees shrubs in flow lines

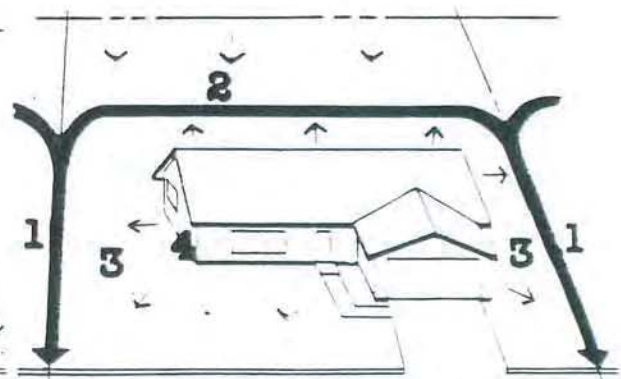
DO  
Keep soil approx. 6" below floor level & sloped away from house



## C



TYPICAL DRAINAGE CONDITIONS FOR LOTS WITH SLOPES



TYPICAL DRAINAGE CONDITIONS FOR LOTS WITH COMMON SWALES

## CITY OF MISSION VIEJO BUILDING SERVICES DIVISION

## OWNER-BUILDER VERIFICATION

The City of Mission Viejo which is required to give notice pursuant to section 19830, shall attach to such notice, and, as a condition precedent to issuing a building permit, requires the completion and require the return of, an OWNER-BUILDER VERIFICATION.

### ATTENTION PROPERTY OWNERS:

An "OWNER-BUILDER" building permit has been applied for in your name and bearing your signature for job address \_\_\_\_\_ Building Permit No. \_\_\_\_\_

Please complete and return this information at your earliest opportunity to avoid unnecessary delay in processing and issuing your building permit.

### NO BUILDING PERMIT WILL BE ISSUED UNTIL THIS VERIFICATION IS RECEIVED.

1. I personally plan to provide the major labor and materials for construction of the proposed improvement.  
Yes \_\_\_\_\_ No \_\_\_\_\_
2. I (have / have not) \_\_\_\_\_ signed an application for a building permit for the proposed work.
3. I have contracted with the following person / firm to provide the proposed construction.  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_ Zip \_\_\_\_\_
4. I plan to provide portions of the work, but I have hired the following person to coordinate, supervise and provide the major work.  
Name \_\_\_\_\_  
Address \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Contractor's Class & license # \_\_\_\_\_
5. I will provide some of the work but I have contracted (hired) the following persons to provide the work.

NAME	ADDRESS	PHONE	TYPE OF WORK

6. I have reviewed building permit number \_\_\_\_\_, and have determined that the improving structures and/or appurtenances described therein may be constructed by my tenant pursuant to his/her lease.

I hereby affirm that I have received a copy of the information set forth in Section 19830 of the State of California Health and Safety Code and have completed the above information to the best of my personal knowledge, in compliance with this State law.

\_\_\_\_\_  
Signature of Applicant or Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Applicant's or Agents Name

\_\_\_\_\_  
C.D.L.# or S.S.#

## CITY OF MISSION VIEJO BUILDING DEPARTMENT

### Section 19830 of the State of California Health and Safety Code

Dear Property Owner:

An application for a building permit has been submitted in your name listing yourself as the builder of the property improvements specified.

For your protection you should be aware that as "owner builder" you are the responsible party of record on such a permit. Building permits are not required to be signed by property owners unless they are personally performing their own work. If your work is being performed by someone other than yourself, you may protect yourself from possible liability if that person applies for the proper permit in his or her name.

Contractors are required by law to be licensed and bonded by the State of California and to have a business license from the city or county. They are also required by law to put their license number on all permits for which they apply.

If you plan to do your own work, with the exception of various trades that you plan to subcontract, you should be aware of the following information for your benefit and protection.

- If you employ or otherwise engage any persons other than your immediate family, and the work (including materials and other costs) is \$200.00 or more for the entire project, and such persons are not licensed as contractors or subcontractors, then you may be an employer.
- If you are an employer, you must register with the state and federal government as an employer and you are subject to several obligations including state and federal income tax withholding, federal social security taxes, workers' compensation insurance, disability insurance costs, and unemployment compensation contributions.
- There may be financial risks for you if you do not carry out these obligations, and these risks are especially serious with respect to workers' compensation insurance.
- For more specific information about your obligations under federal law, contact the internal Revenue Service (and, if you wish, the U.S. Small Business Administration). For more specific information about your obligations under state law, contact the Department of Benefit Payments and the Division of Industrial Accidents.
- If the structure is intended for sale, property owners who are not licensed contractors are allowed to perform their work personally or through their own employees, without a licensed contractor or subcontractor, only under limited conditions.
- A frequent practice of unlicensed persons professing to be contractors is to secure and "owner builder" building permit, erroneously implying that the property owner is providing his or her own labor and material personally. Building permits are not required to be signed by property owners unless they are performing their own work personally.
- Information about licensed contractors may be obtained by contacting the Contractor's State License Board in your community or at P.O. Box 26000, Sacramento, California, 95826.
- Please sign the owner-builder verification form so that we can confirm that you are aware of these matters. The building permit will not be issued until the verification is returned.

Very truly yours,  
City of Mission Viejo  
Building and Safety Department

**FORM MUST BE FILLED  
OUT COMPLETELY FOR  
EACH CONTRACTOR**

## CONTRACTOR INFORMATION FORM

HOMEOWNER \_\_\_\_\_ ASSOCIATION \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

---

NAME OF CONTRACTOR \_\_\_\_\_

ADDRESS OF CONTRACTOR \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

CSLB LICENSE # \_\_\_\_\_ CONTACT PERSON \_\_\_\_\_

---

NAME OF CONTRACTOR \_\_\_\_\_

ADDRESS OF CONTRACTOR \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

CSLB LICENSE # \_\_\_\_\_ CONTACT PERSON \_\_\_\_\_

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NAME OF CONTRACTOR \_\_\_\_\_

ADDRESS OF CONTRACTOR \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

CSLB LICENSE # \_\_\_\_\_ CONTACT PERSON \_\_\_\_\_

Use Additional Sheets If Necessary.