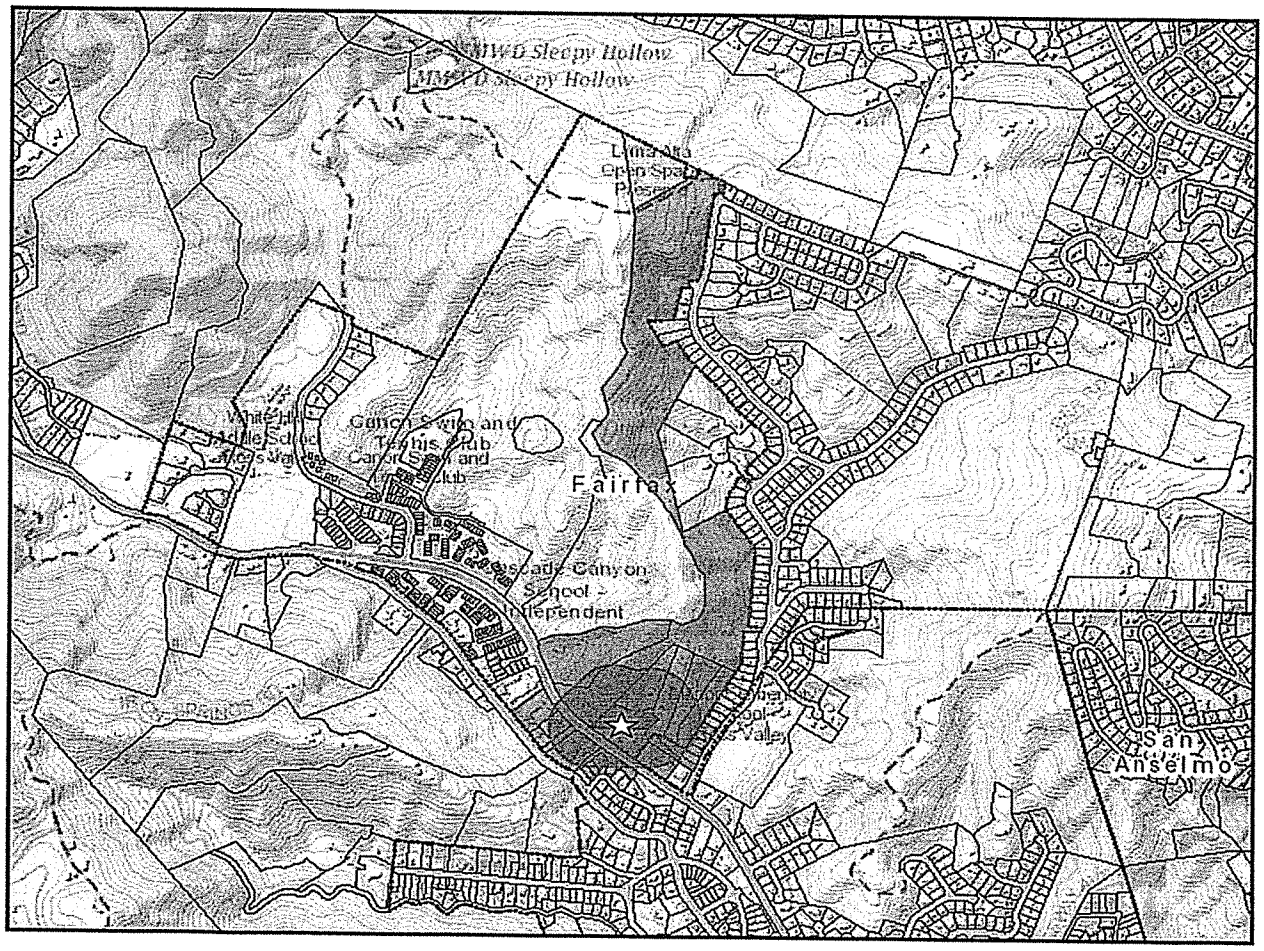
TOWN OF FAIRFAX
STAFF REPORT
Department of Planning and Building Services

TO:	Fairfax Planning Commission
DATE:	April 24, 2014
FROM:	Jim Moore, Director of Planning and Building Services Linda Neal, Senior Planner
LOCATION:	3 Arrowood Lane; Assessor's Parcel No. 174-290-03
PROJECT:	Single-family residence
ACTION:	Design Review; Application # 14-14
APPLICANT:	Wayne Ferrare
OWNER:	Cynthia Post
CEQA STATUS:	Categorically exempt, § 15303(a)



3 ARROWOOD LANE

AGENDA ITEM # 5

2014STAFFREP/3arrowood.pcstaffrep.4_24_14/ln

BACKGROUND

The Fairfax Hills Subdivision, which includes 1, 2, 3, 4, 5 and 6 Arrowood Lane, was approved by virtue of a court settlement between the Town of Fairfax and the property owner on April 22, 1991. The court settlement occurred after the preparation of an environmental impact report and many public hearings on the project. The settlement agreement set forth the building envelopes for the various homes within the subdivision, the allowable living space square footages, various design standards and allowed the owner to repair and re-grade the development area to repair any geologic problems that were discovered (the settlement agreement of Fairfax Hills vs. Fairfax is available for review at the Fairfax Town Hall).

The site excavation for the building pads, drainage improvements and other infrastructure work were approved and constructed as subdivision improvements. The Town Engineer approved the final inspection for the Subdivision improvements after a 1 year maintenance period on May 7, 2013.

DISCUSSION

The 73,616 square foot site slopes uphill from the west branch of the terminus of Arrowood Lane at an average rate of 45%.

The Agreement in Settlement of Fairfax Hills V. Town of Fairfax Superior Court Case No. 140706 set forth the following restrictions for the development of the parcels in Phase B, including 6 Arrowood:

1. The area inside the building envelope on each lot shall be used for construction of one single-family residence. The total enclosed floor area of the residence, including any garage space in excess of 500 s.f., and any accessory buildings shall not exceed 3,900 s.f;

2. Uses of the area of the project sites outside the approved building envelope shall be restricted to paths, driveways, approved parking spaces or other approved improvements, fences, decks appurtenance to a single-family residence, landscaping, and those uses ordinarily allowed in privately owned open space;

3. Residences are limited to 28' above site grade. Height is measured from the highest point of a structure, including chimney, to the grade directly beneath that point;

4. All new on-site and off-site utility service shall be installed underground;

5. The residences shall be designed to be related to the existing land-form in order to integrate the structure with its site. Vertical and horizontal offsets shall be used to break up building planes;

6. Each residence shall have two enclosed on-site parking spaces and a minimum of two additional uncovered on-site parking spaces. Garages shall have sectional overhead doors with automatic garage door closers;

7. Each roof shall be of non-combustible materials, or other materials if approved by the Town chosen to visually blend with the existing landscape of the site. The colors shall be earth tones or natural greens. Any exposed metal flashing or trim shall be dark anodized or painted to blend with adjacent colors and be non-reflective;

8. Exterior siding materials shall be horizontal wood siding, shingles, or other materials that through texture, color, pattern and weathering, will visually blend with the natural surroundings. Any skylight shall be of the flat lens type and shall not have while or light opaque colored exterior lens. Trim and windows shall be compatible with the natural appearance of the residence and surroundings;

9. Fully automatic fire sprinkler systems shall be installed throughout the interior of each residence;

10. Exterior lighting shall be shielded and directed downward. Lamps shall be of low wattage and of incandescent light color. Any lighting placed outside of the building envelope shall not exceed seven feet above grade;

11. Each chimney shall be equipped with an approved spark arrester;

12. The landscape design and specific plant materials shall be selected from a palette of landscape flora which is compatible with the natural character of the site and the Town of Fairfax. Plant selection shall also consider water consumption and will use low-water plant materials as listed in Water-Conserving Plants and Landscape for the Bay Area provided by Marin Municipal Water District.

Use of Areas Outside the Approved Building Envelopes

There are no improvements proposed outside the building envelope except for some landscaping. Most of the site is going to be retained in its natural state which is mostly Oak woodlands with some grassy slopes.

Height

The residence is 19 feet in height that is well below the 28 foot height limit set forth in the settlement agreement.

Design and Residence Materials

The roofing material will be a grey concrete tile, the roof facia trim will be a shade of olive, the siding, which will run horizontally per the settlement agreement, will be redwood or cedar and will be painted a tan shade, the door and window trim will be a lighter shade of olive and the bottom three feet of the structure will be surfaced with a faux masonry material to match the subdivision retaining wall(s) (actual materials and colors will be available for review at the meeting). The colors and materials being proposed will blend in with the surrounding Oak and grass covered hillsides.

The structure walls have been articulated with the horizontal siding, alternately sloping rooflines and windows of varied sizes. The extensive exterior articulation, limited 19' height of the residence and spread out floor plan minimizes the visual bulk and mass of the structure when viewed from Arrowood Lane.

The architecture, although not a craftsman style like the existing two houses, will compliment the architecture of the two existing residences in the subdivision. There was no limitation on the style of architecture to be used for the subdivision lots contained in the settlement agreement.

Parking

The residence garage will accommodate at least 2 vehicles and there is additional parking for at least 2 vehicles within the driveway in compliance with the terms of the settlement agreement and in excess of the parking required by the Town Code [Town Code § 17.052.030(A)(1) and (2)]. The garage doors are sectional overhead doors and each will be outfitted with an automatic garage door opener.

Landscaping

The landscaping plan can be found on sheet L1.02 with the planting list contained in Exhibit D. The plan spaces appears adequate to cover the proposed beds and the chosen plant material is a combination of natives and drought tolerant plants that will be irrigated with a drip irrigation system. The landscaping and irrigation plan will have to be approved by Marin Municipal Water District as complying with their Title 13 regulations prior to issuance of the building permit for the residence. The approved landscaping and irrigation plan must be submitted with the building permit.

The landscaping plan also includes installation of a swimming pool. Due to the existence of large amount of reinforced fill throughout this subdivision, any excavation shall be subject to review and approval of the Town Engineer, Ray Wrysinski.

Lighting

The proposed exterior lighting for the residence is slim recessed LED lighting and it is proposed at roughly 4 foot regular intervals around the entire residence. This exterior

lighting shall be minimized with only the exterior lights necessary to provide for safe entering and exiting the building being concentrated near the doorways in accordance with the Covenants, Conditions and Restrictions for the subdivision 3.03(f)(iii) attached as Exhibit A. If the owner and staff cannot agree what minimized lighting is, the lighting plan shall be subject to review and approval by the Planning Commission.

Other Agency/Department Comments/Conditions

Ross Valley Fire Department

1. A fire protection system shall be installed throughout the entire building which complies with the requirements of the National Fire Protection Association (NFPA) 13-D and local standards. A separate deferred permit shall be required for this system. Plans and specifications for the system shall be submitted by an individual or firm licensed to design and/or design-build sprinkler systems.

2. All smoke detectors in the residence shall be provided with AC power and be interconnected for simultaneous alarm. Detector shall be located in each sleeping room, outside of sleeping rooms centrally located in the corridor and over the center of all stairways with a minimum of one detector per story of the occupied portion of the residence.

3. A Vegetative Management Plan designed in accordance with Ross Valley Fire Standard 220 is required for this project. A separate deferred permit shall be required for this plan. Please submit directly to the Fire Department for review.

4. Carbon monoxide alarms shall be provided.

5. Address numbers must be 4 inches tall and if not clearly visible from the street, additional numbers are required. The project is a substantial remodel so the numbers must be internally illuminated or illuminated by an adjacent light controlled by a photocell and switch off only by a breaker so it will remain illuminated all night. The numbers must be internally illuminated, placed next to a light or be reflective numbers.

Marin Municipal Water District

1. The applicant must submit a Standard Water Service Application with a copy of the building permit and the required fees and charges.

2. Complete the foundation of the structure within 120 days of the date of application.

3. Comply with the District Code Title 13, Water Conservation, as a condition of water service.

4. Comply with the backflow prevention requirements of the District.

Sanitary District

1. A new sewer connection will be required for the residence since it involves extensive demotion and rebuild. The size of the sewer lateral will depend on the fixture count calculated during the permitting process. If the existing lateral meets the size requirements of the fixture count, the applicant has the option of installing a new lateral or, the old sewer lateral needs to be tested in the presence of a District Inspector and found to meet all current District requirements. The cost will be based on the number of fixtures. Occupancy will not be approved until District's permit and sewer requirements are fulfilled.

Fairfax Police and Building Departments

The Fairfax Police Department and the Building Department had no comments on the project.

RECOMMENDATION

1. Open the public hearing and take testimony.

2. Close the public hearing.

3. Move to approve application # 14-14 by adopting attached Resolution No. 14-05 which includes the findings and conditions for approval.

ATTACHMENTS

Exhibit A – Resolution No. 14-05
Exhibit B – applicant's supplemental information
Exhibit C - Other Agency/Department comments/conditions
Exhibit D – Planting Area Schedule

RESOLUTION NO. 14-05

A Resolution of the Fairfax Planning Commission Approving the Design of a New Residence at 3 Arrowood Lane

WHEREAS, the Town of Fairfax has received an application to construct a 2,750 square foot single-family residence and attached 784 square foot garage on lot B3 of the Arrowood Subdivision that was approved by, "Agreement in Settlement of Fairfax Hills vs. Town of Fairfax, Superior Court Case No. 140706"; and

WHEREAS, the Planning Commission held a duly noticed Public Hearing on April 24, 2014 at which time all interested parties were given a full opportunity to be heard and to present evidence, and at which time the Planning Commission determined that the proposed residence complied with the settlement agreement and approved the design of the residence as complying with the Design Review Criteria listed in Town Code § 17.020.040; and

WHEREAS, based on the plans and other documentary evidence in the record, as well as testimony at the public hearing, the Planning Commission has determined that the applicant has met the burden of proof required to support the findings necessary to approve the project.

WHEREAS, the Commission has made the following findings:

1. The proposed residence conforms to the terms of the "Agreement And Settlement of Fairfax Hills v. Town of Fairfax Superior Court Case No. 140706;"

2. The proposed development harmonizes with the surrounding residential development, meets the design review criteria and does not result in the deterioration of significant view corridors.

3. The proposed development is of a quality and character appropriate to, and serving to protect the value of, private and public investments in the area.

4. The exterior appearance of the residence will maintain a low roofline in compliance with the 28 foot height limit set forth in the settlement agreement.

5. The residence has been designed utilizing exterior colors and materials similar to the surrounding hillsides and the architecture is similar to that found throughout Fairfax and in neighboring subdivisions.

WHEREAS, the Commission has approved the project subject to the applicant's compliance with the following conditions:

1. This approval is limited to the development illustrated on the plans prepared by Wayne Ferrare, pages T1.00, T101, C101, C1.02, C-103, A1.02, A1.03, A1.04, A1.20,

EXHIBIT # A

A1.21, A1.30, A1.40, A-302, S-201, S-301, S-302, S-303, L1.02, L1.03, M&P-302, , A2, AS-1, AS-2, drawn on different dates but all pages stamped received by the Town of Fairfax on February 11, 2014 on the file control set.

2. Prior to issuance of any of the residence building permits the applicant or his assigns shall:

a. Submit a construction plan to the Public Works Department which may include but is not limited to the following:

- Construction delivery routes approved by the Department of Public Works.
- Construction schedule (deliveries, worker hours, etc.)
- Notification to area residents
- Emergency access routes

b. The applicant shall prepare, and file with the Public Works Director, a video tape of the roadway conditions on the public construction delivery routes (routes must be approved by Public Works Director).

c. Submit a cash deposit, bond or letter of credit to the Town in an amount that will cover the cost of grading, weatherization and repair of possible damage to public roadways. The applicant shall submit contractor's estimates for any grading, site weatherization and improvement plans for approval by the Town Engineer. Upon approval of the contract costs, the applicant shall submit a cash deposit, bond or letter of credit equaling 100% of the estimated construction costs.

d. The applicant or property owner shall submit a cash deposit, bond or letter of credit to the Town in an amount that will cover the cost of landscaping and irrigation materials and installation prior to issuance of the building permit. The amount shall be retained for 18 months after issuance of the Certificate of Occupancy to ensure the landscaping becomes established.

e. The foundation and retaining elements shall be designed by a structural engineer certified as such in the state of California. Plans and calculations of the foundation and retaining elements shall be stamped and signed by the structural engineer and submitted to the satisfaction of the Plan Checker.

f. The grading, foundation, retaining, and drainage elements shall also be stamped and signed by the site geotechnical engineer as conforming to the recommendations made by the project engineer.

g. Prior to submittal of the building permit plans the applicant shall secure written approval from the Ross Valley Fire Authority noting the development conformance with their recommendations. The residence shall be provided with sprinkler system that complies with the requirements of the Ross Valley Fire

Authority.

h. Submit a record of survey with the building permit plans.

3. During the construction process the following shall be required:

a. The geotechnical engineer shall be on-site during the grading process (if there is any grading remaining to be done) and shall submit written certification to the Town Staff that the
grading has been completed as recommended prior to installation of foundation and/or retaining forms and piers.

b. Prior to the concrete form inspection by the building official, the geotechnical and structural engineers shall field check the forms of the foundations and retaining elements and provide written certification to the Town staff that the work to this point has been completed in
conformance with their recommendations and the approved building plans. The Building Official shall field check the concrete forms prior to the pour.

c. Prior to pouring the foundation the surveyor shall submit a letter certifying that the house had been located within the building envelope approved by the Settlement Agreement.

d. All construction related vehicles including equipment delivery, cement trucks and construction materials shall be situated off the travel lane of the adjacent public right(s)-of-way at all times. This condition may be waived by the Building Official on a case-by-case basis with prior notification from the project sponsor.

e. Any proposed temporary closure of a public right-of-way shall require prior approval by the Fairfax Police Department and any necessary traffic control, signage or public notification shall be the responsibility of the applicant or his/her assigns. Any violation of this provision will result in a stop work order being placed on the property and issuance of a citation.

4. Prior to issuance of an occupancy permit the following shall be completed:

a. The geotechnical engineer shall field check the completed project and submit written certification to the Town Staff that the foundation, retaining, grading and drainage elements have been installed in conformance with the approved building plans and the recommendations of the soils report.

b. The Planning Department shall field check the completed project to verify that all and planning commission conditions have been complied with including installation of landscaping and irrigation prior to issuance of the certificate of occupancy.

5. Excavation shall not occur between October 1st and April 1st. The Town Engineer has the authority to waive this condition depending upon the weather.

6. The roadways shall be kept free of dust, gravel and other construction materials by sweeping them, daily, if necessary.

7. During construction the developer and all employees, contractor's and

subcontractor's must comply with all requirements set forth in Ordinance # 637 (Chapter 8.26 of the Town Code), "Storm Water Management and Discharge Control Program."

8. Notwithstanding section # 17.38.050(A) of the Fairfax Zoning Ordinance, any changes, modifications, additions or alterations made to the approved set of plans will require a modification of Application # 14-14. Any construction based on job plans that have been altered without the benefit of an approved modification of Application 14-14 will result in the job being immediately stopped and red tagged.

9. Any damages to Arrowood Lane or other public roadway used to access the sites resulting from construction activities shall be the responsibility of the property owner.

10. The applicant and its heirs, successors, and assigns shall, at its sole cost and expense, defend with counsel selected by the Town, indemnify, protect, release, and hold harmless the Town of Fairfax and any agency or instrumentality thereof, including its agents, officers, commissions, and employees (the "Indemnitees") from any and all claims, actions, or proceedings arising out of or in any way relating to the processing and/or approval of the project as described herein, the purpose of which is to attack, set aside, void, or annul the approval of the project, and/or any environmental determination that accompanies it, by the Planning Commission, Town Council, Planning Director, Design Review Board or any other department or agency of the Town. This indemnification shall include, but not be limited to, suits, damages, judgments, costs, expenses, liens, levies, attorney fees or expert witness fees that may be asserted or incurred by any person or entity, including the applicant, third parties and the Indemnitees, arising out of or in connection with the approval of this project, whether or not there is concurrent, passive, or active negligence on the part of the Indemnitees. Nothing herein shall prohibit the Town from participating in the defense of any claim, action, or proceeding. The parties shall use best efforts, acting in good faith, to select mutually agreeable defense counsel. If the parties cannot reach agreement, the Town may select its own legal counsel and the applicant agrees to pay directly, or timely reimburse on a monthly basis, the Town for all such court costs, attorney fees, and time referenced herein, provided, however, that the applicant's duty in this regard shall be subject to the Town's promptly notifying the applicant of any said claim, action, or proceeding.

11. Prior to issuance of the building permits for the residences, the applicant shall provide verification to the Town that the landscaping plans for the residence has been reviewed and approved by the Marin Municipal Water District and the pool excavation and construction plans have been approved by the Town Engineer Wrysinski.

13. Any exposed metal flashing or trim shall be dark anodized or painted to blend with adjacent colors and be non-reflective.

14. The applicant shall comply with all applicable local, county, state and federal laws and regulations. Local ordinances which must be complied with include, but are not limited to: the Noise Ordinance, Chapter 8.20, Polystyrene Foam, Degradable and Recyclable Food

Packaging, Chapter 8.16, Garbage and Rubbish Disposal, Chapter 8.08, Urban Runoff Pollution Prevention, Chapter 8.32 and the Americans with Disabilities Act.

NOW, THEREFORE BE IT RESOLVED, the Planning Commission of the Town of Fairfax hereby finds and determines as follows:

The approval of the design review permit and proposed residence is in keeping with Agreement in Settlement of Fairfax Hills vs. Town of Fairfax, Superior Court Case No. 140706", the 2010 – 2030 Fairfax General Plan and the Fairfax Zoning Ordinance, Town Code Title 17; and

Construction of the residence can occur without causing significant impacts on neighboring residences and the environment.

The foregoing resolution was adopted at a regular meeting of the Planning Commission held in said Town, on the 24th day of April, 2014, by the following vote:

AYES:
NOES:
ABSTAIN:

_____
Chair, Brannon Ketcham

Attest:

_____
Jim Moore, Director of Planning and Building Services

.

93-037053

Recorded
Official Records
County of
MARIN
JAMES DAL BON
Recorder
12:30pm 12-May-93

Rec Fee 41.00
Check 41.00

XX 13

RECORDING REQUESTED BY:

First American Title Company of Marin

WHEN RECORDED, RETURN TO:

Leighton J. Hills
Fairfax Land Company, L.P.
16 Miller Avenue, #202
Mill Valley, CA 94941

DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

OF

FAIRFAX HILLS PHASE "A"

THIS DECLARATION is made on the date set forth below by Fairfax Land Company, L.P., a California Limited Partnership, (referred to in this Declaration as "Declarant").

SECTION 1: RECITALS

1.01. Description of Real Property. Declarant is the owner of that certain real property located in the Town of Fairfax, Marin County, California, which is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

1.02. Common Plan for Project. By this Declaration, Declarant intends to establish a common scheme and plan for architectural approval and control of the Project.

NOW, THEREFORE, Declarant hereby declares that the real property described on Exhibit "A" shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold and improved, subject to the following declarations, limitations, covenants, conditions, restrictions and easements, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Project, and every part thereof, in accordance with the plan for improvement of the Property and the division thereof into Lots. All of the limitations, covenants, conditions, restrictions and easements shall constitute covenants which shall run with the land and shall be binding upon Declarant and its successors and assigns, and all parties having or acquiring any right, title or interest in or to any part of the Project.

EXHIBIT # B

SECTION 2: DEFINITIONS

In addition to other definitions provided for herein, the following terms shall have the following meanings:

2.01. "Architectural Control Committee" or "Committee" shall mean the committee created pursuant to the Section below entitled "Architectural Control" and which is charged with architectural approval and control of the Improvements within the Project.

2.02. "Architectural Control Guidelines" or "Guidelines" shall mean the written architectural review standards, if any, promulgated by the Architectural Control Committee as provided in the Section below entitled "Architectural Control".

2.03. "County" shall mean the County of Marin, the County in which the Project is located.

2.04. "Declarant" shall mean Fairfax Land Company, L.P., a California Limited Partnership, its successors and assigns.

2.05. "Improvement" shall mean Structures, as defined herein, substantial plants such as trees, hedges, shrubs, bushes and major landscaping of any kind. "Improvement" shall also mean any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface or subsurface water from, upon, under or across any portion of the Project. "Improvement" shall also mean any utility line, conduit, pipe or other related facility or equipment.

2.06. "Lot" shall mean any parcel of land shown on the Map, including the legal re-subdivision of any such Lot into any additional parcel or parcels, provided, however, that such re-subdivision is not prohibited by this Declaration.

2.07. "Map" shall mean that subdivision map entitled " Fairfax Hills Phase "A" ", which Map recorded May 12, 1993, in Book 21 of Maps, Page 20 of the Official Records of said County. Said Map is also described in Exhibit "A" of this Declaration.

2.08. "Mortgage" shall mean a mortgage or deed of trust encumbering a Lot. A "mortgagee" shall include the beneficiary under a deed of trust.

2.09. "Owner" shall mean each person or entity, including Declarant, holding a record fee ownership interest in a Lot. "Owner" shall not include persons or entities who hold an interest in a Lot merely as security for the performance of an obligation.

2.10. "Project" or "Property" shall mean the real property described on Exhibit "A" attached hereto, including any Improvements erected thereon.

2.11. "Residence" shall mean a dwelling structure on a Lot, but is not intended to exclude a "guest house" for the entertainment of social guests, nor servants' quarters for servants or other employees employed upon the premises of a Lot.

2.12. "Structure" shall mean any tangible thing or device to be fixed permanently or temporarily to real property including, without limitation, any building, garage, driveway, walkway, concrete pad, asphalt pad, fence, wall, pole, sign, antennae, sprinkling system, swimming pool, spa, tennis court or trash enclosures.

2.13. "Town" shall mean the town of Fairfax, California, the town in which the project is located.

SECTION 3: ARCHITECTURAL CONTROL

3.01. General Limitation. Subject to the exemptions described below, no Improvement and/or Structure may be constructed, erected, painted, altered or changed on any portion of the Project without the prior written approval of the Architectural Control Committee ("Committee").

3.02. Exemptions. Notwithstanding Section 3.01., no Committee approval shall be required for (i) Improvements constructed by, at the direction of, or with the approval of Declarant; (ii) normal maintenance of exempt or previously approved Improvements; (iii) repair or rebuilding of an exempt or previously approved Improvement; (iv) changes to the interior of an exempt or previously approved Structure; (v) work reasonably required to be performed in an emergency for the purpose of protecting any person or property from damage.

3.03. Architectural Control Committee.

a. Number and Appointment. The Committee shall be composed of three (3) members. The initial members shall be appointed by Declarant. Declarant shall have the right to appoint replacements at any time to the Committee for a period of three (3) years from the date of recordation of this Declaration. After the initial three (3) year period, the Committee members shall have the full authority to designate a successor in the event of death or resignation of a member. Except for the power of the Declarant to appoint all members during the initial three (3) year period, at any time thereafter the then record owners of the majority of Lots shall have the power, through a duly recorded written instrument, to change the membership of the Committee. The initial Committee shall be composed of Leighton Hills, Gray Hills, and Horst Hanf.

b. Operation. The Committee shall meet from time to time as necessary to properly perform its duties hereunder. A majority of the Committee members may designate a representative of the Committee to act for it. Except as provided elsewhere herein, any decision may be made by the Committee upon an affirmative vote of two-thirds (2/3) of its members. The Committee shall keep and maintain a record of all actions from time to time taken by the Committee at meetings or otherwise, and shall maintain files of all documents submitted to it. The members of the Committee shall not receive any compensation for services rendered. All members of the Committee shall be entitled to reimbursement, from fees collected by the Committee, for reasonable expenses incurred by them in connection with the performance of their duties.

c. Duties. The Committee may adopt Architectural Control Guidelines ("Guidelines") as provided below and shall perform other duties imposed upon it by this Declaration or applicable laws and regulations.

d. Address. The address of the Committee shall be determined by resolution of the Committee. Such address shall be the place for the submittal of plans and specifications and the place where current copies of the Guidelines shall be kept.

e. Guidelines. The Committee may, from time to time, adopt or amend Guidelines prospectively. Said Guidelines shall interpret and implement the provisions of this Section by setting forth more specific standards and procedures for Committee review. All guidelines shall be in compliance with all applicable laws and regulations of any governmental entity having jurisdiction over Improvements in the Project, shall incorporate high standards of architectural design and construction engineering, shall be in compliance with the minimum standards set forth herein, and otherwise shall be in conformity with the purposes and provisions of this Declaration. A copy of the current Guidelines shall be available for inspection and copying by any Owner at any reasonable time during customary and normal business hours.

f. Standards. The following minimum standards shall apply to any Improvements constructed, painted, altered or changed on the Project:

(i) All Improvements shall be constructed, painted and changed in compliance with the applicable zoning laws, building codes, subdivision restrictions, and all other laws, ordinances and regulations applicable to Project Improvements.

(ii) The landscape design and specific plant materials shall be selected from a palette of landscape flora which is compatible with the natural character of the site and the Town of Fairfax. Plant selection shall also consider water consumption and will include low-water use plant materials as listed in Water-Conserving Plants and Landscapes for the Bay Area provided by Marin Municipal Water District.

(iii) All exterior and decorative lighting shall be, whenever possible, placed in such a manner that the source of the light is not visible to adjacent portions of the Project. Lamps shall be of low wattage and of incandescent color. Any lighting placed outside of the building envelope shall not exceed seven feet above grade.

(iv) All solar collection devices shall be integrated aesthetically and screened as much as possible from adjacent portions of the Project.

(v) The total enclosed floor area of each residence and any accessory buildings, including any garage space in excess of 500 square feet, shall not exceed 3,900 square feet.

(vi) Residence heights shall be limited to 28 feet above natural site grade. Height is measured from the highest point of a structure, including chimney, to the natural grade directly beneath that point or is measured as permitted by the existing town ordinance, whichever is higher.

(vii) Each chimney shall be equipped with an approved spark arrester.

(viii) Fully automatic fire sprinkler systems shall be installed throughout the interior of each residence.

(ix) The residence shall be designed to be related to the existing land form in order to integrate the structure with its site. Vertical and horizontal offsets shall be used to break up building planes.

(x) Each residence shall have two enclosed on-site parking spaces and a minimum of two additional uncovered on-site parking spaces. Garages shall have sectional overhead doors with automatic garage door closers.

(xi) Each roof shall be of non-combustible materials, or other materials if approved by THE TOWN and THE COMMITTEE chosen to visually blend with existing landscape of the site. The colors shall be earth tones or natural greens. Any exposed metal flashing or trim shall be dark anodized or painted to blend with adjacent colors and be nonreflective.

(xii) Exterior siding materials shall be horizontal wood siding, shingles, or other materials that through texture, color, pattern, and weathering, will visually blend with the natural surroundings. Any skylight shall be of the flat lens type and shall not have white or light opaque colored exterior lens. Trim and windows shall be compatible with the natural appearance of the home and surroundings.

(xiii) In reviewing proposed Improvements for approval, the Committee shall consider at least the following:

(1) Does the proposed Improvement conform to the purposes and provisions of the Project Documents?

(2) Is the proposed Improvement of a quality of workmanship and materials comparable to other Improvements that are proposed or existing on the Project?

(3) Is the proposed Improvement of a high quality design and character which is harmonious with proposed or existing Improvements and with the natural topography in the immediate vicinity?

(4) Will the proposed Improvement unreasonably interfere with or otherwise impair the view or solar access of other portions of the Project?

3.04. Committee Approval Process - Approval Application. Any person proposing to construct, paint, alter or change any Improvement on the Project which requires the prior approval of the Committee shall apply to the Committee in writing for approval of the work to be performed and the time schedule for performing such work. The Committee may charge an applicant a reasonable fee for application review.

In the event additional plans and specifications for the work are required by the Committee, the applicant shall be notified of such requirement within thirty (30) days of receipt by the Committee of his initial application or the application shall be deemed sufficiently submitted as of that date. If timely notified, the applicant shall submit additional plans and specifications for the proposed work in the form and content reasonably required by the Committee and his application shall not be deemed sufficiently submitted until that date. Such plans and specifications may include, but not be limited to, showing the nature, kind, shape, color, size, materials and location of the proposed work, or the size, species and location of any plants, trees, shrubs and other proposed landscaping.

3.05. Review and Approval. Upon sufficient submission of an application for Committee review, the Committee shall proceed expeditiously to review all of the documents to determine whether the proposed work is in compliance with the provisions and purposes of the Project Documents and all Guidelines of the Committee in effect at the time the documents are submitted. In the event the Committee fails to approve an application, it shall notify the applicant in writing of the specific matters to which it objects. In the event the Committee fails to notify the applicant of the action taken by the Committee within thirty-five (35) days after sufficient submission of an application, the application shall be deemed approved. One set of plans as finally approved shall be retained by the Committee as a permanent record.

3.06. Commencement, Completion of Approved Work. Upon receipt of the approval of the Committee, the applicant shall proceed to have the work commenced and diligently and continuously pursued to completion in substantial compliance with the approval of the Committee including all conditions imposed therewith. The approval of the Committee shall be effective for a period of one (1) year after the date of the approval subject to the right of the Committee to provide for a shorter or longer period at the time of its approval, or subsequently to extend the period upon a showing of good cause, and in the event the approved work is not commenced within the effective period of the approval, then the applicant, before commencing any work shall be required to resubmit his application for the approval of the Committee.

All approved work shall be completed within one (1) year after the date of commencement, or such other reasonable period specified by the Committee at the time of approval, with the period of time subject to extension by the number of days that work is delayed by causes not under the control of the applicant or his contractor or as otherwise extended by the Committee. Upon completion of approved work, the applicant shall give written notice thereof to the Committee.

If for any reason the Committee fails to notify the applicant of any noncompliance within sixty (60) days after receipt of said notice of completion from the applicant, the improvement shall be deemed to be completed in accordance with said approved plans.

3.07. Inspection, Non-Compliance. The Committee, or any authorized representative shall have the right during normal business hours, after forty-eight (48) hours notice to the Owner thereof, to enter upon any portion of the Project for the purpose of determining whether or not any work is being performed or was performed in compliance with this Declaration and the Guidelines.

If at any time the Committee determines that work is not being performed or was not performed in compliance with this Declaration and the Guidelines, whether based on a failure to apply for or obtain approval, a failure to comply with approval, a failure to timely commence or complete approved work or otherwise, the Committee shall notify the owner in writing of such non-compliance specifying the particulars of non-compliance, and demanding that the owner remedy such non-compliance within a reasonable and specified period.

In the event that the Owner fails to remedy such non-compliance within the specified period, the Committee shall have the right and duty to remedy the non-compliance in any appropriate manner permitted by this Declaration and the Guidelines, or as otherwise permitted by law or in equity, including but not limited to removing the non-complying Improvement,

correcting the non-complying Improvement, completing the non-complying Improvement, or recording a notice of non-compliance or non-completion on the property, as appropriate. The Owner shall have the obligation to reimburse the Committee for any costs incurred in enforcing these provisions and such costs may be recovered by the Committee in an action of law against such individual lot owner.

3.08. Waiver. The approval by the Committee of any plans, drawings or specifications for any Improvements constructed or proposed, or in connection with any other matter requiring the approval of the Committee shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter submitted for approval. Where unusual circumstances warrant it, the Committee may grant reasonable variances from the architectural control provisions hereof or from the Guidelines. Such variances shall be made on a case-by-case basis and shall not serve as precedent for the granting of any other variance.

3.09. Estoppel Certificate. Within thirty (30) days after written demand is delivered therefor to the Committee by any Owner or Mortgagee, and upon payment to the Committee of a reasonable fee (as fixed from time to time by resolution of the Committee), the Committee shall execute and deliver in recordable form, if requested, any estoppel certificate executed by any two (2) of its members, certifying, with respect to any Lot of said Owner or Mortgagee, that as of the date thereof either (a) all improvements made and other work done upon or within said Lot comply with the requirements of the Committee and this Declaration, or (b) such improvements or work do not so comply, in which event the certificate shall also identify the non-complying improvements or work and set forth with particularity the basis of such noncompliance. Such statement shall be binding upon the Committee in favor of any person who may rely thereon in good faith.

3.10. Liability. Neither the Declarant, the Committee, nor any Committee member thereof shall be liable to any Owner or to any third party for any damages, loss, or prejudice suffered or claimed on account of (a) the approval or disapproval of plans, drawings and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the development of any property within the Project, (d) the execution and filing of an estoppel certificate pursuant to Section 3.09., or (e) the execution and filing of a notice of noncompliance or noncompletion pursuant to Section 3.07., whether or not the facts therein are correct, if the Declarant, the Committee or such Committee member has acted in good faith on the basis of such information as may be possessed by them. Specifically, but not by way of limitation, it is understood that plans and specifications are not approved for engineering design, and by approving such plans and specifications neither Declarant, the Committee, nor any Committee member thereof, assumes liability or responsibility therefor, or for any defect in any structure constructed from such plans and specifications.

SECTION 4: USE RESTRICTIONS

4.01. Use of Lots. No Lot, or any portion thereof, shall be occupied and used except for the site of a single family Residence by the Owners, their contract purchasers, lessees, tenants, or social guests. This Subsection is intended to exclude every form of boarding or lodging house, sanitarium and hospital, and the like, but is not intended to exclude a "guest house" for the entertainment of social guests, nor servants' quarters for servants or other employees employed upon the premises of a Lot. No trade or business or commercial activity shall be carried on or conducted upon any Lot, except as follows:

(a) Declarant, its successors or assigns, may use any Lot in the Project owned by Declarant for a model home site and display and sales office during construction and until the last Lot is sold by Declarant, or until 5 years from the date of closing of the first sale of a Lot in the Project, whichever occurs first; and

(b) This Subsection shall not prohibit home occupations so long as they are merely incidental to the use of the Lot as a Residence, are permitted by local law, are conducted in such a manner as to not adversely affect other Owners' use and enjoyment of the Project, and have received prior written approval from the Committee.

4.02. Maintenance of Lots and Improvements. Each Owner shall be responsible for maintaining his Residence and Lot, including all Improvements and landscaping on such Lot in good condition and repair, so as to prevent them from becoming unsightly, unsanitary or a health hazard. Maintenance of landscaping shall include but not be limited to grass, weeds and vegetation on each Lot being kept mowed, cut or pruned at regular intervals so as to maintain the same in a neat and attractive manner. Grass clippings, dead shrubs, prunings, leaves and other refuse shall be put in receptacles and shall not be put in any other location which may detract from the appearance of the Lot. Nothing in this Subsection shall be interpreted or construed to prevent the Declarant, or contractors hired by the Declarant, from storing construction materials, or any materials of matter resulting from construction, on Lots during the course of construction of Improvements.

4.03. Vehicle Restrictions. No trailer, camper, mobile home, commercial vehicle, truck (other than a standard size pickup truck), inoperable automobile, boat or similar equipment shall be permitted to remain upon any area within the Property, except within an enclosed garage structure, other than temporarily, not to exceed two (2) weeks within any six (6) month period. Commercial vehicles shall not include sedans or standard size pickup trucks which are used both for business and personal use, provided that any signs or markings of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the Committee. No noisy or smoky vehicles shall be operated on the Property. No off-road unlicensed motor vehicles shall be operated upon the Property.

4.04. Signs. No signs of any kind shall be displayed to the public view on or from any portion of the Project without the approval of the Committee except as follows:

a. One sign of customary and reasonable dimensions advertising a Lot for sale, lease, rent or exchange displayed from a Lot; and

b. Such signs as may be used by Declarant or its assignees in connection with the development of the project and sale of Lots; and

c. Such other signs or notices as are required by law or as are otherwise necessary to perfect a right provided for in law.

4.05. Animals. No animals or birds of any kind shall be raised, bred, or kept on any Lot or portion of the Property; except that usual and ordinary household pets such as dogs, cats, or birds may be kept, provided that they are not kept, bred, or maintained for any commercial purposes, and they are kept under reasonable control at all times. Notwithstanding the foregoing, no pets may be kept on the Property which result in an annoyance or nuisance to other Owners.

4.06. Trash; Storage of Materials. All garbage and trash shall be regularly removed from the Property, and shall not be allowed to accumulate thereon. It shall be placed and kept in covered sanitary containers where it is not visible from any neighboring lot except for a reasonable time prior to or after collection. All woodpiles or storage piles shall be kept screened and concealed from view of other Lots and streets. Garbage and trash shall be placed for pick up as required by the disposal service and any rules adopted by the Committee.

4.07. Antennae; Roof Projections. No antennae, towers, aerials or other facilities for the reception or transmission of radio or television broadcasts or other means of communication shall be erected or maintained on any Lot except installations within Structures constructed on a Lot or by underground conduits. No such item or equipment shall be erected or maintained upon the outside of any building on the properties unless the same has been approved in writing by the Architectural Control Committee.

4.08. Design and Construction Restrictions. The construction of Improvements on each Lot is subject to the Design Manual ("Guidelines"), if any, as promulgated and administered by the Architectural Control Committee.

4.09. Building Location. No building shall be located outside of the building envelope as shown on the Map.

4.10. Window Coverings. Windows shall be covered only by drapes, shades or shutters and shall not be painted or covered by foil, cardboard, sheets or similar materials.

4.11. Clotheslines. No exterior clotheslines or other outside clothes drying or airing facility shall be erected or maintained on the properties in any location where the same would be visible from any street or neighboring lot.

4.12 Major Appliances. No major appliances, including without limitation clothes washers, clothes dryers, refrigerators or freezers may be kept, stored or operated on any balcony, patio, porch or other exterior area of any Structure or Improvement.

4.13. Drainage. No Owner shall do any act or construct any improvement which would interfere with the natural or established drainage systems or patterns within the Project without the approval of the Committee.

4.14. Nuisances; Offensive Activities. No noxious, illegal, or seriously offensive activities shall be carried on within any Lot, or in any other part of the Property, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to or which may in any way interfere with the quiet enjoyment of each Owner's Lot, or which shall in any way increase the rate of insurance for any other Lot (or Owner).

4.15. Temporary Structures. No structure which is temporary in character, including, without limitation, any trailer, tent, shack, garage, barn or other out-building, shall be used as a residence on any Lot at any time; provided, however, that Declarant reserves the right to construct and maintain temporary buildings, structures and vehicles on the Property in connection with the construction and administration of initial Improvements.

4.16. Sports Fixtures. No basketball standards, hoops or backboards or other fixed sports apparatus shall be attached to any Residence or erected on any Lot without the prior approval of the Committee.

SECTION 5: MORTGAGEE PROTECTION

5.01. Mortgages Permitted. Any Owner may encumber his Lot with Mortgages.

5.02. Priority of Mortgage. Notwithstanding any other provision of this Declaration, it is hereby provided that a breach of any of the provisions contained in this Declaration by any Owner or of any re-entry by reason of such breach shall not defeat or render invalid the lien of any Mortgage or deed of trust made in good faith and for value as to any Lot or any part thereof.

5.03. Effect of Breach. No breach of any provision of this Declaration shall invalidate the lien of any Mortgage made in good faith and for value, but all of the covenants, conditions, restrictions, declarations, easements and limitations of this Declaration shall be binding upon and effective against any Owner whose title is derived through foreclosure sale, trustee's sale, or otherwise.

SECTION 6: GENERAL PROVISIONS

6.01. Term. The declarations, covenants, conditions, restrictions, limitations and easements of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be binding on the Owners of any Lots, their legal representatives, heirs, grantees, tenants, successors and assigns, subject to this Declaration, for a term of 30 years from the date this Declaration is recorded. Thereafter, subject to the Subsection below entitled "Amendment; Revocation", they shall be automatically extended for successive periods of 10 years.

6.02. Notices. Notices provided for in this Declaration and the Guidelines shall be in writing and shall be deemed sufficiently given when delivered personally or within seventy-two (72) hours after deposit in the United States mail, postage prepaid, addressed to an Owner at the last address such Owner designates to the Committee for delivery of notices, or in the event of no such designation, at such Owner's last known address, or if there be none, at the address of the Owner's Lot. Notices to the Committee shall be addressed to the address designated by the Committee by written notice to all Owners.

6.03. Amendment; Revocation. Until conveyance of the first Lot, Declarant shall have the unilateral right to amend or revoke this Declaration. After the first conveyance of a Lot, this Declaration shall be (a) amended only upon the written approval of the then record Owners of at least sixty-six and two-thirds percent (66-2/3%) of the Lots, or (b) revoked only upon the written approval of the then record Owners of at least seventy-five percent (75%) of the Lots. If co-Owners of a Lot are unable to agree among themselves as to how their vote shall be cast in the matters addressed in this Subsection, they shall forfeit the vote on the matter in question. If only one Owner exercises the vote of a particular Lot, it shall be conclusively presumed for all purposes that he was acting with the authority and consent of all other Owners of the same Lot. An amendment or revocation shall be effective when it has received the required percentage approval and has been recorded in the Office of the County Recorder.

6.04. Termination of Declarant's Responsibility. In the event Declarant shall convey all of its right, title and interest in and to the Property to any partnership, individual or individuals, corporation or corporations, then and in such event, Declarant shall be relieved of the performance of any further duty or obligation hereunder, and said person or entity shall be obligated to perform all such duties and obligations of the Declarant. Such successor to Declarant shall be included in the definition of "Declarant".

6.05. Owner's Compliance. Each Owner of a Lot, his legal representatives, heirs, grantees, tenants, successors and assigns, or occupant of a Lot shall comply with the provisions of this Declaration, as amended from time to time, and failure to comply with any such provisions or decisions shall be grounds for an action to recover sums due for damage for injunctive relief or for other relief. Each such Owner, legal representative, heir, grantee, tenant, successor or assign or occupant of a Lot shall also comply with all applicable laws, statutes, ordinances and regulations, and shall defend, indemnify and hold harmless Declarant or the Committee, or both, as the case may be, from any loss, claim, liability or expense, including attorney's fees, arising out of or in connection with its failure to comply therewith or with the provisions of this Declaration.

6.06. Attorney's Fees. In the event of any controversy, claim, or dispute arising out of or relating to this Declaration or the interpretation or breach of this Declaration, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorney's fees, and costs, as determined by the court.

6.07. Severability. Should any provision or portion of this Declaration be declared invalid or in conflict with any law of the jurisdiction where this Project is located, the validity of all other provisions and portions of this Declaration shall remain unaffected and in full force and effect.

6.08. Headings. The headings used in this Declaration, including but not limited to Section and Subsection headings, are for convenience only and are not to be used to interpret the meaning of any of the provisions of this Declaration.

6.09. Enforcement. The various restrictive measures and provisions of this Declaration are declared to constitute mutual equitable covenants and servitudes for the protection and benefit of each Lot in the Project and failure by Declarant or any other person or persons entitled so to do to enforce any measure or provision upon violation thereof shall not stop or prevent enforcement thereafter or be deemed a waiver of the right to do so.

IN WITNESS WHEREOF, Declarant has executed this Declaration.

DATED: April 30, 1993

FAIRFAX LAND COMPANY, L.P.,
a California Limited Partnership

By: HILLS MANAGEMENT CORPORATION,
a California Corporation, General Partner

By: Leighton J. Hills
LEIGHTON J. HILLS, President

STATE OF CALIFORNIA)
) ss.
COUNTY OF MARIN)

On April 30, 1993, before me, a Notary Public in and for said State and County, personally appeared LEIGHTON J. HILLS, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he executed it in his authorized capacity, and that by his signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Dolores D. Merz
Comm. #955193
NOTARY PUBLIC - CALIFORNIA
MARIN COUNTY
My Comm. Expires Feb. 6, 1996

Dolores D. Merz
NOTARY PUBLIC

Ross Valley Fire Department
777 San Anselmo Ave
San Anselmo, Ca 94960
Ph. 415-258-4686

FIRE DEPARTMENT PLAN REVIEW

PROJECT: New single family home
ADDRESS: 3 Arrowood Lane
San Anselmo CA, 94960

Date: 02/21/2014
Reviewed by: Rob Bastianon
(415) 258-4673
E-mail: Rbastianon@rossvalleyfire.org

TYPE OF REVIEW: Planning
Bldg. Dept. 2/18/14 Fire Dept. # 14-0048 Review No. 1

Fire Department Standards can be found at: ***www.rossvalleyfire.org***

Applicant*: Planning
Address:

Applicant is responsible for distributing these Plan Review comments to the Design Team.

Occupancy Class: **R-3**	Fire Flow Req: **1000** GPM	Sprinklers Required: **YES**
Type of Construction: V-B	On-site Hyd. Req: **NO**	Fire Alarm Required: **NO**
Bldg Area: 2750 sqft:	Turn-Around Req: **NO**	Permits Required: **Sprinkler**
Stories: 1+	Fire Flow Test Required: **NO**	**VMP**
Height: +ft.	Wildland Urban Interface: **YES**	

The project listed above has been reviewed and determined to be:

( ) **APPROVED** (no modifications required)
(X) **APPROVED AS NOTED** (minor modifications required - review attached comments)
( ) **NOT APPROVED** (revise per attached comments and resubmit)
( ) **INCOMPLETE** (provide additional information per attached comments and resubmit)

NOTE: *Please review the comments and make corrections and/or add notes as required. Changes and/or additions shall be clouded and referenced by date on a legend. Approval of this plan does not approve any omission or deviation from the applicable regulations. Final approval is subject to field inspection. Approved plans shall be on site and available for review at all times.*

ROSS VALLEY FIRE DEPT.
REVIEWED
DATE: 2-21-14

Inspections required:

( ) Access/Water Supply prior to delivery of combustibles
(X) Defensible Space/Vegetation Management Plan
(X) Sprinkler Hydro/Final
(X) Final

EXHIBIT # C

Ross Valley Fire Department
777 San Anselmo Ave
San Anselmo, Ca 94960
Ph. 415-258-4686

FIRE DEPARTMENT PLAN REVIEW

PROJECT: New single family home
ADDRESS: 3 Arrowood Lane
San Anselmo CA, 94960

Date: 02/21/2014
Reviewed by: Rob Bastianon
(415) 258-4673
E-mail: Rbastianon@rossvalleyfire.org

TYPE OF REVIEW: Planning
Bldg. Dept. 2/18/14 Fire Dept. # 14-0048 Review No. 1

*Fire Department Standards can be found at: **www.rossvalleyfire.org***

ITEM #	SHEET	COMMENTS	Corr. Made
1		**Project is for a new single family dwelling to be built in the WUI area. Project shall comply with CBC Ch 7A.** **The entire property shall be made fire safe by removing under brush and other flammable vegetation.**	
		Submitter's Response: Correction has been completed. See Sheet ____ of ☐Plans ☐Calculations.	
2		A fire sprinkler system shall be installed throughout the both buildings which complies with the requirements of the National Fire Protection Association (NFPA) 13-D and local standards. A separate deferred permit shall be required for this system. Plans and specifications for the system shall be submitted by an individual or firm licensed to design and /or design-build sprinkler systems. **SHALL BE NOTED AS DEFERRED SUBMITTAL**	
		Submitter's Response: Correction has been completed. See Sheet ____ of ☐Plans ☐Calculations.	
3		All smoke detectors in the residence shall be provided with AC power and be interconnected for simultaneous alarm. Detectors shall be located in each sleeping room, outside of sleeping rooms centrally located in the corridor and over the center of all stairways with a minimum of one detector per story of the occupied portion of the residence.	
		Submitter's Response: Correction has been completed. See Sheet ____ of ☐Plans ☐Calculations.	
4		Carbon monoxide alarms shall be provided in existing dwellings when a permit is required for alterations, repairs, or addition exceeds one thousand dollars. CO alarms shall be located outside of each dwelling unit sleeping are in the immediate vicinity of the bedroom(s) and on every level of a dwelling unit including basements.	
		Submitter's Response: Correction has been completed. See Sheet ____ of ☐Plans ☐Calculations.	
5		Address numbers at least 4" tall must be in place adjacent to the front door. If not clearly visible from the street, additional numbers are required. Residential numbers must be internally illuminated (backlit), placed to a light or be reflective numbers. If your project is a new house or substantial remodel, they may only be internally illuminated or illuminated an adjacent light controlled by a photocell and switched only by a breaker so it will remain illuminated all night. If not currently as described, they must be installed as part of this project.	

Ross Valley Fire Department
777 San Anselmo Ave
San Anselmo, Ca 94960
Ph. 415-258-4686

FIRE DEPARTMENT PLAN REVIEW

PROJECT: New single family home
ADDRESS: 3 Arrowood Lane
San Anselmo CA, 94960

Date: 02/21/2014
Reviewed by: Rob Bastianon
(415) 258-4673
E-mail: Rbastianon@rossvalleyfire.org

TYPE OF REVIEW: Planning
Bldg. Dept. 2/18/14 Fire Dept. # 14-0048 Review No. 1

*Fire Department Standards can be found at: **www.rossvalleyfire.org***

ITEM #	SHEET	COMMENTS	Corr. Made
		Submitter's Response: Correction has been completed. See Sheet ____ of ☐Plans ☐Calculations.	
6		A Vegetation Management Plan designed in accordance with Ross Valley Fire Standard #220 is required for this project. A separate deferred permit shall be required for this plan. Please submit directly to the Fire Department for review.	
		Submitter's Response: Correction has been completed. See Sheet ____ of ☐Plans ☐Calculations.	

If re-submittal is required, all conditions listed above shall be included in revised drawings.
Fire and life safety systems may require a separate permit. Fire permits may be noted as deferred.

MARIN MUNICIPAL WATER DISTRICT

RECEIVED
MAR 03 2014
TOWN OF FAIRFAX

220 Nellen Avenue Corte Madera CA 94925-1169
www.marinwater.org

February 25, 2014
Service No. 61661

Linda Neal
Town of Fairfax Planning Dept
142 Bolinas Rd
Fairfax CA 94930

RE: **WATER AVAILABILITY** –Single Family Dwelling
Assessor's Parcel No.: 174-290-03
Location: 3 Arrowood Rd, Fairfax

Dear Ms. Neal:

The above referenced parcel is not currently being served. This property will be eligible for water service upon request and fulfillment of the requirements listed below.

1. Complete a Standard Water Service Application.
2. Submit a copy of the building permit.
3. Pay appropriate fees and charges.
4. Complete the structure's foundation within 120 days of the date of application.
5. Comply with the District's rules and regulations in effect at the time service is requested.
6. Comply with all indoor and outdoor requirements of District Code Title 13 – Water Conservation. Plans shall be submitted, and reviewed to confirm compliance. The following are required:
   - Verification of indoor fixtures compliance
   - Landscape plan
   - Irrigation plan
   - Grading plan

   Any questions regarding District Code Title 13 – Water Conservation should be directed to Water Conservation Department at (415) 945-1497. You can also find information about the District's water conservation requirements online at www.marinwater.org.
7. Comply with the backflow prevention requirements, if upon the District's review backflow protection is warranted, including installation, testing and maintenance. Questions regarding backflow requirements should be directed to the Backflow Prevention Program Coordinator at (415) 945-1559.

If you have any questions regarding this matter, please contact me at (415) 945-1532.

Sincerely,

Joseph Eischens
Senior Engineering Technician

JE:mp

cc: City of San Rafael Building Dept

recycled
recyclable

ROSS VALLEY SANITARY DISTRICT
2960 Kerner Blvd
San Rafael, CA 94901
(415) 259-2949 ~ rvsd.org

TOWN OF FAIRFAX

FEB 2 0 2014

RECEIVED

Feb 18, 2014

Linda Neal, Senior Planner
Town of Fairfax
Dept of Planning and Building Services
142 Bolinas Road
Fairfax, CA 94930

Re: Design Review for New Single Family Dwelling: 3 Arrowood Rd., Fairfax: and Sanitary District No. 1 Requirements for Private Side Sewers/Laterals APN: 174-290-03

Dear Ms. Neal:

We are in receipt of your transmittal letter received Feb 14, 2014 concerning the above-referenced project. Sanitary District No. 1 requires that a sewer connection permit be issued for new buildings. The fee for this permit will depend on the number of fixture units in the new house, and can be calculated from the enclosed Requirements to Obtain a Sewer Permit information sheet. Additionally, enclosed for your use is another informational sheet regarding the side sewer connection permit and inspection process.

Sanitary District No. 1 will place a hold on said property when the building permit is issued. This hold prevents the new house from being released for occupancy until the District's permit and sewer requirements are fulfilled. It is the owner's responsibility to obtain a sewer connection permit from this office and meet all District requirements pertaining to the private side sewer/lateral.

If you have any questions, please contact this office.

Sincerely,

Randell Y. Ishii, M.S., P.E.
District Engineer

Enclosures

ROSS VALLEY SANITARY DISTRICT
2960 Kerner Blvd
San Rafael, CA 94901
(415) 259-2949 ~ rvsd.org

REQUIREMENTS TO OBTAIN A SEWER PERMIT

when sewer is available

Bring to the District Office: a) Set of approved plans showing plumbing fixtures, and b) Building Permit Number obtained from building department of jurisdiction (town/city/county).

RESIDENTIAL:

New Construction – Permit Fee (addition of the below):

District Connection Fee: $4,532 per EDU * *A minimum of 1 EDU shall be charged. For additional fixture units beyond 23 FTUs, applicant shall be charged an additional $197/FTU.*

District Administrative Fee: $510

CMSA Capacity Charge: **see then-current CMSA Sewer Fee Ordinance*

Transfer from septic to public sewer – Permit Fee: $10,303.72***Based on District Connection Fee and then-current CMSA Fee Ordinance*

Rebuild by pre-tear-down owner within 6 months of tear-down (also known as a demo/rebuild) Permit Fee (addition of the below):

District Administrative Fee: $510

District Additional Fixture Fee: $197 *per fixture unit. Credit will be given for pre-tear-down fixture units when fixture units are counted by District inspector prior to tear-down or can be otherwise verified. Old side sewer/lateral may be used only if it passes test meeting all current District Specifications. If rebuilt by anyone other than pre-tear-down owner, new construction requirements/ fees apply.

Rebuild by pre-burn-down owner within 24 months of burn-down – Permit Fee:

No District fees required if residence is rebuilt in kind by pre-burn-down owner within 24 months of burn-down, and rebuild may connect to the existing side sewer/lateral. Sewer lateral must be equipped with a backwater relief device as required by current District Specifications. If rebuild doesn't replace burn-down in kind, tear-down requirements/fees apply. If rebuilt by anyone other than pre-burn-down owner, new construction requirements/fees apply.

COMMERCIAL:

New Construction – Permit Fee (addition of the below):

District Connection Fee: $4,532 per EDU * *A minimum of 1 EDU shall be charged. For additional fixture units beyond 23 FTUs, applicant shall be charged an additional $197/FTU.*

District Administrative Fee: $510

CMSA Capacity Charge: **see then-current CMSA Sewer Fee Ordinance*

SIDE SEWER REPAIR OR REPLACEMENT – Permit Fee:

Administrative Fee and First Sewer Inspection Fee: $250.00

FEE EACH ADDITIONAL SEWER INSPECTION: $150.00

PUBLIC SEWER EXTENSION (PSX) PERMITS – Permit Fee:

Administrative Fee and Inspection Fee for Tentative Approval and Final Approval: $7,040. **Note: This relates to only the PSX Permit Fee – refer to PSX Application for procedure*

METHOD OF PAYMENT: Personal/Business check, cashier's check or money order. If the bank for any reason does not honor payment tendered, the full amount plus a ten percent penalty must be paid by a cashier's check to the District immediately to avoid legal action.

Sanitary District No. 1 of Marin County
Side Sewer Connection Permit & Inspection Process

1. Applicant obtains a building permit from the building department of jurisdiction.

2. Prior to connecting the building to the public sewer and prior to the final inspection of the building by the building department of jurisdiction, applicant must pay the applicable connection fee.

3. If installation of the side sewer requires digging in a street or public right-of-way, applicant must obtain the necessary encroachment permit from the city, town, or county having jurisdiction over the street or right-of-way.

4. The sewer contractor must arrange a District inspection prior to performing any work. The contractor can begin the sewer work on the date of the scheduled inspection. It is the responsibility of the sewer contractor to arrange for the necessary District inspections as the work progresses. Forty-eight hour notice to the District is required for all inspections. Work performed without inspection will be required to be exposed and tested.

5. When the side sewer work is completed, a District inspector will provide a final inspection upon 48-hour notification by the sewer contractor.

6. Inspection of partial installations of side sewers may be requested prior to obtaining the sewer connection permit, but the building cannot be connected to the sewer main until the permit fees have been paid and the permit has been issued. "Connecting" to the sewer main requires the side sewer to be connected to both the sewer main and the structure, so the following scenarios could exist for inspection of partial installations of side sewers without a permit:

   a. Side sewer is connected to the sewer main, but not to the structure; or

   b. Side sewer is connected to the structure but not to the sewer main.

TOWN OF FAIRFAX
DEPARTMENT OF PLANNING AND BUILDING SERVICES

142 Bolinas Road, Fairfax, California 94930
Phone (415) 453-1584 FAX (415) 453-1618

LETTER OF TRANSMITTAL

From: Fairfax Planning And Building Services Department

Date: February 20, 2014

To:

- [ ] Town Engineer
- [ ] Town Attorney
- [X] MMWD
- [X] Ross Valley Fire
- [X] Fairfax Police Dept.
- [X] Sanitary Dist. 1
- [X] Public Works Dept.
- [ ] Marin County Health Dept.
- [ ] Marin County Open Space Dist.
- [X] Other BUILDING

Address and Parcel No: 3 Arrowood Road; Assessor's Parcel No. 174-290-03

Project: New 2,750 square foot residence with attached 784 square foot garage and a swimming pool.

These plans are being transmitted for review prior to public hearings on discretionary permits before the Fairfax Design Review Board and Planning Commission. Please provide your comments on the completeness and adequacy of the submittal for your agencies reviewing purposes within 10 days.

1	Submitted 2/11/14	Preliminary development plans

REMARKS: NO COMMENTS AT THIS TIME

Please respond by February 28, 2014.

If you have any questions please contact: Linda Neal, Principal Planner at (415) 453-1584

ATTN: CHIEF MORIN

TOWN OF FAIRFAX
DEPARTMENT OF PLANNING AND BUILDING SERVICES

142 Bolinas Road, Fairfax, California 94930
Phone (415) 453-1584 FAX (415) 453-1618

LETTER OF TRANSMITTAL

From: Fairfax Planning And Building Services Department

Date: February 20, 2014

To:
- [ ] Town Engineer
- [ ] Town Attorney
- [X] MMWD
- [X] Ross Valley Fire
- [X] Fairfax Police Dept.
- [X] Sanitary Dist. 1
- [X] Public Works Dept.
- [ ] Marin County Health Dept.
- [ ] Marin County Open Space Dist.
- [X] Other

Address and Parcel No: 3 Arrowood Road; Assessor's Parcel No. 174-290-03

Project: New 2,750 square foot residence with attached 784 square foot garage and a swimming pool.

These plans are being transmitted for review prior to public hearings on discretionary permits before the Fairfax Design Review Board and Planning Commission. Please provide your comments on the completeness and adequacy of the submittal for your agencies reviewing purposes within 10 days.

1	Submitted 2/11/14	Preliminary development plans

REMARKS: _____

Please respond by February 28, 2014.

If you have any questions please contact: Linda Neal, Principal Planner at (415) 453-1584

OK [signature] 2/13/14

PLANTING AREA SCHEDULE (PA_)				
AREA #	TYPE	SPECIES, BOTANICAL NAME	SPACING	HEIGHT
PA1	NO MOW GRASS	CAREX PANSA	CONTINUOUS	6"-8"
PA2	PERENNIAL	IRIS DOUGLASIANA	24"	24"
PA3	ROSES	LADY BANKS ROSE AND CAPE DIAMOND ROSE	48"	36"
PA4	SUCCULENTS	ALOE PLICATILIS	48"	24"
PA5	ANNUAL-PERENNIAL	LANTANA CAMARA	36"	24"
PA6	ANNUAL-PERENNIAL	ESCHSCHOLZIA CALIFORNIA	24"	24"
PA7	ROSES	WILD EDRIC ROSE AND HYDE HALL ROSE	48"	36"
PA8	VEGETABLE GARDEN SEASONAL	VEGETABLE GARDEN SEASONAL	12"	SEASONAL TYPE HEIGHT VARIES

FERRARE House

3 ARROWOOD
FAIRFAX, CA

PLANTING SCHEDULE

T100.1

4/16/2014

EXHIBIT # D