

**WESTLAKE ISLAND
PROPERTY OWNERS ASSOCIATION**

ARCHITECTURAL RULES

Adopted October 21, 2021

TABLE OF CONTENTS

SECTION 1.		
1.1	“Architectural Committee”	5
1.2	“Architectural Rules”	5
1.3	“Association”	5
1.4	“Common Area”	5
1.5	“Construction Site”	6
1.6	“Flood Hazard Area”	6
1.7	“High Water Mark”	6
1.8	“Improvements”	6
1.9	“Island Holidays”	6
1.10	“Level Building Pad”	6
1.11	“Major Addition”	6
1.12	“Owner”	7
1.13	“Perimeter Area”	7
1.14	“Rear Yard	7
1.15	“Resident”	7
1.16	“Side Yard”	7
1.17	“Slope”	7
1.18	“Walkable Balcony”	7
1.19	“WLMA”	7
1.20	“Zero Lot Line Wall”	7
1.21	“Other Terms”	7
SECTION 2.	APPLICATION REQUIREMENTS	7
2.1	Application Required for All Improvements	7
2.2	Application Required for Certain Repairs	8
2.3	Application Fee	8
2.4	Deposit	8
2.5	Submit Application in Advance of Meeting	8
2.6	Approval Period	8
2.7	Architectural Approval Before Submission to City	9
2.8	Architectural Design	9
2.9	Time Schedule for Construction	9
2.10	Architectural Plans	9
2.11	Landscape Plans	10
2.12	Engineering and Code Requirements	10
2.13	Building Permits Do Not Constitute Approval	11
2.14	Contractor Assistance	11
2.15	Conflicts of Interest	11
2.16	Decisions	11
2.17	Rescinding Approval	11
2.18	Variances	11
2.19	Amendments to Rules	11
2.20	Ratification by Board of Directors	11

2.21	Account in Good Standing	12
SECTION 3		
	REQUIREMENTS AFTER APPROVAL	12
3.1	No Construction Without Approval	12
3.2	Approval and Building Permits Must Be Posted	12
3.3	Approval Conditioned on Signed Construction Agreement	12
3.4	Approval Lapses After Six Months	12
3.5	Deviation from Approved Plan	13
3.6	Notice of Completion	13
SECTION 4		
	GENERAL CONDITIONS FOR APPROVAL	13
4.1	Improvements Limited to Owner's Lot	13
4.2	Building Permits	13
4.3	Owner Liable for Damage	13
4.4	Inspections	13
4.5	Insurance	14
4.6	Approval of Nonconforming Improvements	14
4.7	Notification of Nonconforming Improvements	14
4.8	Waiver of Liability	14
SECTION 5		
	ARCHITECTURAL RESTRICTIONS	15
5.1	Air Conditioning Units	15
5.2	Alteration of Common Area	15
5.3	Antennas (Radio and TV)	15
5.4	Awnings	15
5.5	Boat Docks	15
5.6	Coot Fences	15
5.7	Decks	15
5.8	Exterior Staircases	16
5.9	Fencing, Walls and Hedges	16
5.10	Fire Pits	16
5.11	Fireplaces	16
5.12	Flag Poles	17
5.13	Garages and Driveways	17
5.14	Landscaping	17
5.15	Mailboxes	19
5.16	Outdoor Lighting	19
5.17	Outdoor Speakers	19
5.18	Painting	19
5.19	Patio Covers	19
5.20	Playground Equipment	19
5.21	Portable Basketball Post and Backboard	20
5.22	Pools and Spas	20

5.23	Restricted Construction in Flood Hazard Area	20
5.24	Roofing	20
5.25	Satellite Dishes	20
5.26	Setbacks and Height Limitations	20
5.27	Shoreline Alterations	21
5.28	Skylights	21
5.29	Solar Panel Installation	22
5.30	Statues, Fountains & Artwork	22
5.31	Trash Enclosures and Containers	22
5.32	Weed Control	22
5.33	Window Guards	22
5.34	Window Tinting	22
SECTION 6		
	RESTRICTIONS ON CONSTRUCTION	22
6.1	Working Without Approval	22
6.2	Construction Hours at Construction Sites	23
6.3	Construction Site Requirements	23
6.4	Non-Construction Vendor Services	23
6.5	Owner Repairs	23
6.6	Emergency Repairs	23
6.7	Construction Debris	23
6.8	Trash Bins	23
6.9	Cement Work	24
6.10	Construction Hazards	24
6.11	Security	24
6.12	Temporary Occupancy	24
6.13	Contractor Signs	24
6.14	Fire Hydrants	24
6.15	Utility Lines	24
6.16	No Open Fires	24
6.17	Street Maintenance	24
6.18	Tracked Vehicle Operation	24
SECTION 7		
	RULES ENFORCEMENT PROCEDURES	25
7.1	Owner Responsible for Compliance	25
7.2	Complaints Must Be in Writing	25
7.3	Complaints Available for Viewing	25
7.4	Enforcement	25
7.5	Hearing Procedures	25
7.6	Attorneys' Fees	26
EXHIBIT A: SLOPE DIAGRAM		27
EXHIBIT B: FEE SCHEDULE		29
EXHIBIT C: CONSTRUCTION AGREEMENT		30

WESTLAKE ISLAND ARCHITECTURAL RULES

Introduction

The Board of Directors and Architectural Committee of the Westlake Island Property Owners Association strive to maintain high standards for the remodeling, renovation and construction of homes and yard. Our purpose is to ensure the community is maintained in a way that preserves the quality of life in Westlake Island and our collective property values. Your adherence to these Architectural Standards will help us meet these important goals. The Architectural Committee is comprised of volunteer members of our association who work very hard on the owners' behalf along with a paid architect whose services are provided as a consultant on an as-needed basis.

The current Declaration of Covenants, Conditions and Restrictions of Westlake Island, places on the Committee the responsibility of reviewing and approving or disapproving plans for new homes and yards and for alterations and improvements to the properties. In performing this duty, they apply the architectural rules set out in the CC&Rs and Architectural Standards. It is not possible to have a rule for every circumstance, however, therefore the Committee and on occasion the Board are required to exercise their good faith discretion in deciding if a proposed change meets the aesthetic goals for the maintenance and enhancement of Westlake Island.

NOTE: Any information relative to your construction, remodeling or renovation plans that are communicated to you by third parties who are not authorized representatives of the Association should be disregarded. Further, oral statements you receive from the Manager, Board members or Committee Members are likewise invalid and you cannot rely on them. You may only rely on decisions of the Board or Committee that are communicated to you in writing and signed by an authorized Association representative. If you have any questions regarding the information contained in these Rules, please contact the Association's management company.

Section 1. Definitions

1.1. "*Architectural Committee*" or "*Committee*" shall mean the Westlake Island Architectural Committee.

1.2. "*Architectural Rules*" shall mean these Rules.

1.3. "*Association*" shall mean the Westlake Island Property Owners Association, a California non-profit mutual benefit corporation. Reference to the Association shall, when the context requires, include its Board of Directors, committees, officers and agents.

1.4. "*Common Area*" shall mean all portions of Westlake Island, other than the residential lots, which are owned by or under the control of the Association, including the bridge

at the entry to the Island, guard house, entrance and exit gates, streets, sidewalks, gutters, curbs, park areas, greenbelt, hardscape, and all lighting and signs associated with these areas.

1.5. “*Construction Site*” shall be defined as a property operating under the approval, or which should be under the approval, of an architectural application. Any residence that is vacant during any construction activities, including interior remodeling, also shall be considered a Construction Site and subject to the rules in Section 6.

1.6. “*Flood Hazard Area*” shall mean that area within each lot on Westlake Island measured on a vertical plane from the High-Water Mark (see § 1.7) where it is closest to the house and a line parallel to and twenty-four feet (24’) inland from the high-water mark at that point.

1.7. “*High Water Mark*” shall mean the high-water stain on the gunite when the water is at the top of the dam, or at 872’ feet above sea level. Measurements from the High Water Mark shall be taken at a point where the high water stain is closest to the back of the house, or if the lot is empty, closest to the back of the sidewalk.

1.8. “*Improvements*” shall mean any modifications or additions to, or replacements of, any structure, hardscape or landscaping on any lot on Westlake Island, which includes, but is not limited to, modifications or additions to, or replacements of, paint colors, fences, driveways, screen walls, lot line walls, steps, decks, spas, hot tubs, pools, ponds, fountains, windows, doors, vents, mailboxes, hedges, trees, shrubs and other landscaping, antennas, satellite dishes, patios, patio covers, balconies, awnings, garage doors, permanent barbecues, flag poles, statuary and other garden art, outside lights, solar panels, wind vanes, external air conditioning equipment and water softeners. *Except as provided in §§ 2.1.1 & 2.2.1 below, all improvements require prior written approval by the Architectural Committee.*

1.9. “*Island Holidays*” shall mean New Year’s Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas Eve Day, Christmas Day, or if they fall on a weekend, the weekday they are observed.

1.10. “*Level Building Pad*” shall be defined as the area at least twenty seven (27) feet from the High-Water Mark (see § 1.7) in the rear of the house (or the distance of the existing house from the High Water Mark if it is less than 27 feet); at least ten (10) feet from the back of the sidewalk in the front of the house; and, (a) for zero lot line lots at least ten (10) feet from the neighboring Zero Lot Line Wall on the side of the lot, or (b) for non-zero lot line lots at least five (5) feet from the property line on each side of the lot.

1.11. *Major Additions, Remodels and Landscaping changes* - For classification and fee purposes, "Major" includes any changes or additions to structural footprint, structural shape and visible finish materials of the home or the hardscape or the removal or addition of more than 50% of the interior walls.

1.12. “*Owner*” shall mean the person(s) or entity in which title to a lot on Westlake Island is vested, excluding those having such an interest as security for the performance of an obligation.

1.13. “*Perimeter Area*” shall mean that portion of each lot bordering the lake which extends from the High-Water Mark (see § 1.7) landward to a line parallel and twenty-four inches (24”) from the water’s edge.

1.14. “*Rear Yard*” shall be defined as that area on the lake frontage lying between the back of the lakeside wall of the home or the Level Building Pad and lake and shall be at least twenty-seven feet (27’) from the high-water mark (§ 1.7).

1.15. “*Resident*” shall mean any person other than an Owner who resides on Westlake Island.

1.16. “*Side Yard*” shall be defined as that portion of the yard between the side of a house and the adjacent property line or Zero Lot Line Wall, as applicable, extending from the front face to the back face of the house.

1.17. “*Slope*” shall be synonymous with “Rear Yard (§ 1.13)

1.18. “*Walkable Balcony*” shall be defined as the area from the back of the second-floor of a structure to the railing of the balcony, and shall not include the flat area of the second story patio cover or balcony that extends beyond the railing.

1.19. “*WLMA*” shall mean the Westlake Lake Management Association, which oversees the lake and regulates and approves all boat dock construction and alterations. WLMA can be contacted at 32353 West Triunfo Canyon Road, Westlake Village, California 91361, telephone 818-889-5377, fax 818-889-5039 or email westlakelakemgmt@gmail.com

1.20. “*Zero Lot Line Wall*” shall mean the exterior wall of a house located at the side yard property line.

1.21. Other Terms. Other terms that are capitalized herein but not defined above are used as defined in the recorded Westlake Island Covenants, Conditions and Restrictions, as amended and restated (the “CC&R’s”).

Section 2. Application Requirements

2.1. Application Required for Improvements. Any Owner who plans to *add to or alter* any part of a property which is visible from a neighboring property, the street or the lake, or which requires a building permit from governmental authorities, or which involves the delivery of bulk construction materials, **must** submit an application with three (3) sets of professionally prepared plans, with the required fees and deposits (see the attached Fee Schedule, Exhibit B). Applications may be obtained from the Guardhouse or from the Associations’ management

company, or on-line at the Westlake Island website: www.westlakeisland.org. Major additions or alterations require an application and conformity to current architectural standards.

2.1.1. Minor Owner-Made Improvements. However, no application is required for minor improvements made personally by an Owner that do not require a building permit, do not involve the delivery of bulk construction materials, and do not add to or alter any part of a property which is visible from a neighboring property, the street or the lake.

2.2. Application Required for Certain Repairs. Repairs to any part of the property which is visible from a neighboring property, the street or the lake, or which requires a building permit from governmental authorities, or which involves the delivery of bulk construction materials, which will not alter the appearance of existing structures, (examples replacing garage door, replanting existing planters, repairing stucco), still *require an application*, with no fee but a refundable clean-up deposit. Major repairs involving structural modification or replacement of a structure require an application with fee and refundable deposit and conformity to current architectural standards.

2.2.1. Minor Repairs. However, no application is required for minor repairs that do not require more than 8 man-hours of labor, do not require a building permit, do not involve structural modification, do not involve the delivery of bulk construction materials, and do not add to or alter any part of a property which is visible from a neighboring property, the street or the lake.

2.3. Application Fee. No application requiring a fee or deposit will be processed without the application fee and deposit provided in the Schedule of Fees (Exhibit B). The application fee covers the cost of reviewing your plans by the Committee and where applicable by the Association's architect, and is non-refundable.

2.4. Deposit. Owners must provide the Association with a deposit prior to the commencement of any project as provided for in the schedule of fees. The deposit will be held by the Association until the project is completed, inspected and signed-off. If the Owner fully complies with these Rules and there is no damage to the streets or other Common Areas, the Deposit will be fully refunded within thirty (30) days of sign-off by the Association. The Deposit does not restrict the amount of damages, reimbursements or fines the Association may seek against the Owner. If the Deposit is not sufficient to cover all reimbursements, damages and fines, the Association will specially assess the Owner for the difference. Deposits will be refunded if a project is not approved.

2.5. Submission of Application in Advance of Meeting. All applications must be submitted *in complete form* not less than one week prior to the next scheduled meeting of the Committee. Submit completed applications with plans and the required fee and deposit to the Association's management company. The Committee meets on the 1st and 3rd Wednesdays of each month.

2.6. Approval Period. Owners should allow 30 days from the Committee's first scheduled meeting following submission of the plans for the architectural review process. The Committee may accept the plans as submitted, reject the plans, or require revisions or further

information. The Committee will make every effort to review all applications within 30 days from date of submission. *Please note that the most common reason for delay of approval is missing or incomplete information, especially setback dimensions and area calculations.*

2.7. Architectural Approval Before Submission to City and County. All plans must have written Committee approval *before* being submitted to the City of Westlake Village or Thousand Oaks or the County of Ventura or Los Angeles for review. *Do not schedule your contractors before your plans are approved! After approval from the applicable government agency the plans must be returned to the Committee for final approval and to be stamped before commencing work.*

2.8. Architectural Design. Careful attention must be given to aesthetic and functional consideration of any design submitted in order to achieve a quality of architectural and landscape design that will enhance and be compatible with the entire community. The following are particularly important:

(a). *Architectural Integrity.* Variety and individuality within the scope of the existing architectural character of the neighborhood.

(b). *Appearance from All Angles.* The view from the lake is important, as are the views from neighboring properties and from the street.

2.9. Time Schedule for Construction. The Owner must provide a time schedule for the completion of construction as a part of the original plans submitted. The Owner shall diligently proceed with the work so that it is completed within the time frame specified in the application. If requested, reasonable extensions may be granted by the Architectural Committee for delays caused by events beyond the Owner's control. The Committee may request updates from time to time from the Owner if work has not commenced or is not proceeding according to the submitted time schedule. Notwithstanding the foregoing, the Committee may and often will impose a time limit for Owner to complete the project, in which case failure to complete the project by that date may subject the Owner to a fine and/or suspension of privileges as provided in the CC&Rs and Rules and Regulations.

2.10. Architectural Plans. Preliminary drawings may be submitted to the Architectural Committee for review and approval before final working drawings are made. Three (3) sets of drawings are required for each submission. When final approval is granted, two sets of plans will be retained by the Committee and one set will be marked as approved and returned. Preliminary and final working drawings must contain the following information:

2.10.1. *Plot Plan.* Plans must be professionally prepared, and any major remodel or new home project must include colored renderings with plan submittal. Plot plans must be drawn to scale of $1/8'' = 1'$ and show the layout of the lot with all appropriate dimensions, including but not limited to a north arrow, the top and toe of all slopes, building outlines, roof outline, driveways, walks, fences (including heights), patio areas, pools and other site improvements, including waterline at lake front, top of original pad (rear yard), set-backs, and, when structural modifications are being made, the locations of buildings on neighboring lots (showing distances between buildings). Existing improvements must be marked as "existing".

2.10.2. *Floor Plans.* Floor plans must be drawn to a scale of $1/4'' = 1'$, showing overall dimensions and area of the building in square feet.

2.10.3. *Roof Plans.* For new construction, the roof plan must indicate the pitch and roof materials. Flat roofs are allowed, but must include variation of height and depth on all 4 sides. The intent of this requirement is to encourage architectural features beyond simple box shapes. Any equipment placed on a pitched or flat roof must be walled off such that the equipment and related plumbing and electrical connections are not visible from neighboring properties, the street or the lake. Existing homes with flat roofs may retain the existing flat roof area during a major remodel unless the remodel involves a change in the original footprint of the house.

2.10.4. *Exterior Elevations.* Plans must show exterior elevations at a scale of $\frac{1}{4}'' = 1'$, showing doors and windows, and indicating all materials used on the exterior, including planters, gates, chimneys and fences. Indicate roof pitch and height above natural grade at highest point. Also, indicate height above adjacent grade of any fence or wall at the property or zero-lot line.

2.10.5. *Paint Colors.* Two color samples (at least two inches square) of all colors which are to be used on the exterior of buildings, planters, fences, walls and other exterior surfaces visible from a neighboring property, the street or the lake must be submitted with the application. In addition, a five-foot-by-five-foot sample of the house body color and a six-inch by two-foot sample of the trim color applied on the house will be required before final approval is granted to paint or color coat, unless the color is the same as the existing color.

2.11. Landscape Plans. Three (3) sets of landscape plans must be submitted with working drawings, specifications and colors. Plans must be drawn to scale of $\frac{1}{4}'' = 1'$ and contain the following information:

- (a) plant species (common names),
- (b) placement (note existing structures, trees, shrubbery and improvements as "existing"),
- (c) sizes, i.e., 5 gallon, 24" box, etc., and
- (d) any other landscape detail that does not appear on the architectural plans.

2.11.1. Trees with an expansive root system are not allowed in the side yards near the property line or the zero-lot line wall (because the roots could damage any boundary fence or the neighbor's foundation). Palm trees (all species including Sego Palm) are prohibited in rear yards. Plans submitted for completely new landscape, whether new construction, major remodel or new landscape only, must show a minimum of one 24-inch or larger box tree in the Rear Yard and one 24-inch or larger box tree in the Front Yard (see § 5.14.3.3 for a list of pre-approved trees).

2.12. Engineering and Code Requirements. Owners submitting plans for review by the Committee are responsible for ensuring compliance with all applicable zoning and building codes, ordinances and specifications. Plans and specifications submitted to the Architectural Committee are not examined for engineering sufficiency or zoning and building code compliance, but only for compliance with these Architectural Rules and the effect of the project on the aesthetic integrity of the Island.

2.13. Building Permits Do Not Constitute Approval. Obtaining building permits does not constitute approval by the Architectural Committee, nor does approval by the Architectural Committee constitute a waiver of any requirements of applicable governmental codes and

regulations — these are separate requirements, and both must be satisfied. The Owner must separately obtain all appropriate building permits from the cities of Westlake Village or Thousand Oaks as well as the counties of Los Angeles or Ventura (as well as written Committee approval) *prior to commencing work for any project that legally requires a permit to be obtained.*

2.14. Contractor Assistance. A contractor, architect or other person may accompany an Owner to an Architectural Committee meeting upon scheduling with the Committee to assist the Owner in discussing a project with the Committee if the Owner so desires.

2.15. Conflicts of Interest. An Architectural Committee member or Board member who may have a personal interest in a submission shall not take any part in any decision-making process (but on prior notice to an applicant may express a position on a project as an interested Owner).

2.16. Decisions. It is not possible to contemplate and have an express rule to cover every possible alteration that Owners will want to make. If there is an express rule it should be followed. Otherwise, as provided under California law, the Committee shall exercise its subjective good faith discretion to approve or disapprove an alteration so as to further the uniformity, consistency, and general aesthetic goals of the community in the best interest of the members of the Association as a collective group.

2.17. Rescinding Approval. The Architectural Committee has the right to rescind its approval if (i) the work is not done in accordance with the documentation submitted and approved by the Committee, or (ii) the work has not received any required governmental permits or approvals, or (iii) the work or any portion of it is done in violation of these Rules.

2.18. Variances. In extraordinary circumstances where there is something unusual about a lot that makes it impossible or otherwise unfeasible to comply with these Architectural Rules, the Committee may grant a variance. Variances should be rarely granted and only in very limited and highly unusual circumstances. Such deviations, when permitted, will not constitute a waiver of any Rule nor do they entitle any subsequent applicant to make nonconforming improvements.

2.19. Amendments to Rules. The Board has the right to amend these Architectural Rules at any time; such amendments shall be effective as of the date of adoption and shall apply to all applications thereafter submitted. As a result, you must contact the Architectural Committee, or download the Rules from the Association website (www.westlakeisland.org/docs-forms), to obtain the current Rules.

2.20. Ratification by Board of Directors. The Board of Directors shall accept, amend or reject any Architectural Committee action, and must approve or modify all approvals, rejections or modifications of applications by the Architectural Committee

2.20.1 Work that Would Violate Restrictions. Notwithstanding any other provision of this document, the Architectural Committee has no power to approve any act that would violate the Governing Documents (other than in the very limited

circumstances stated in Section 2.17 above). Thus, if, after approval is given by the Committee and regardless of whether Owner has started work, the Board may intervene, stop the work, and order that any improvements made be removed, if it determines that the improvements Owner seeks to make will violate the Governing Documents.

2.20.2 Appeals. If the Committee disapproves any requested improvement, Owner shall have 15 days from the date of disapproval to submit in writing a request that the Board reconsider the disapproval. If this request is made in a timely manner, then the Board shall set a date, time and location to conduct a hearing to hear the appeal. At the hearing the Board shall generally defer to the decision of the Committee and will not merely substitute its aesthetic judgment for that of the Committee, unless there is a compelling reason to overturn the decision which ordinarily will mean the improvement will violate the Governing Documents or otherwise present a threat of serious harm to another Owner.

2.21. Account in Good Standing. If an Owner's account is delinquent, the Committee will not consider an application for any improvement until the Owner is in full compliance with the Governing Documents. Further, the Board of Directors, at its discretion, may prevent access to a Construction Site for all construction, landscape or associated delivery activities that are in progress until the account is brought current.

Section 3. Requirements After Approval

3.1. No Construction Without Approval. Final working drawings and specifications must be approved by the Architectural Committee and ratified by the Board of Directors before any improvement may be undertaken. All approvals must be in writing. Starting construction without final Board and governmental approvals can result in significant fines, loss of gate privileges (*i.e.*, construction workers and materials will be turned away at the gate), and other enforcement action.

3.2. Approval and Building Permits Must Be Posted. The Owner shall maintain on the Property, and make available to any Committee or Board member upon request, the approved Architectural Committee submittal form and all applicable governmental-permit-stamped and Association-approved plans and specifications.

3.3. Approval Conditioned on Signed Construction Agreement. All approvals shall be conditioned on the signing of a Construction Agreement in the form attached to these Rules as Exhibit C. The Board will not act upon a Committee action prior to receipt of the signed Construction Agreement.

3.4. Approval Lapses After Six Months. All final approvals of plans for new work or alterations to existing structures shall be valid for six months from the date of approval. If work is not started before the expiration of this period, or if the property is sold prior to the commencement of construction, the approval automatically lapses and plans must be resubmitted for approval.

3.5 Deviation from Approved Plans. Once approval is given by the Architectural Committee, Owner shall comply with the plans as approved and shall not deviate from or exceed the scope of those plans. If an Owner does not comply with the approved plans, he or she may be subject to a fine and/or suspension of privileges as provided in the CC&Rs, Rules and Regulations, or the signed construction agreement.

3.6. Notice of Completion. When a project is complete, the Owner must notify the Architectural Committee for inspection by the Committee. If the work conforms to the approved plans, the Architectural Committee will sign off on the project. After sign-off by the Committee, the Deposit (less any costs for clean-up or repairs by the Association) will be returned to the Owner within 30 days.

Section 4. General Conditions for Approval

4.1. Improvements Limited to Owner's Lot. All improvements shall be within the boundaries of the Owner's lot. It is the Owner's responsibility to verify the location of the Owner's lot lines and to observe all appropriate setbacks, as well as to take into account any easements which may burden the lot.

4.2. Building Permits. Prior to the commencement of construction, all applicable building permits must be obtained from appropriate governmental agencies. Approvals given by the Architectural Committee in no way relieve the Owner from complying with all applicable governmental statutes, codes, ordinances and regulations.

4.3. Owner Liable for Damage. Any damage caused by the Owner or his subcontractors, agents, employees or invitees to the Common Area or to the property of others is the Owner's responsibility. If any damage to the Common Area is not repaired in a timely manner, the Association may make the repairs and specially assess the Owner or take legal action against the Owner. If the Owner fails or refuses to pay the special assessment, the Association shall have the right to suspend construction, lien the Owner's property and exercise any other remedy provided for in these Rules, in the CC&R's or by law.

4.4. Inspections. Representatives of the Architectural Committee have the right to periodically inspect the work during the project and will conduct a final inspection before releasing the Deposit. Construction will be halted if inspections are not allowed. Such inspections or lack of inspections by the Architectural Committee do not relieve the Owner from the duty to comply with (i) the CC&R's, (ii) the plans approved by the Architectural Committee, and (iii) all applicable governmental regulations.

4.4.1. *Inspection of concrete forms by the Architectural Committee is required before concrete trucks are allowed to enter the Island for delivery.* The inspection will confirm compliance with design and setback requirements before concrete is poured. Please contact the

Association's management company in advance and do not schedule concrete delivery until after inspection has been completed.

4.5. Insurance. The Owner shall ensure that all contractors and subcontractors are licensed and carry appropriate amounts of worker's compensation insurance, general liability insurance and property damage insurance.

4.6. Approval of Nonconforming Improvements. Existing nonconforming improvements do not constitute a basis for granting approval of any new nonconforming improvements. The approval by the Architectural Committee of any plans, drawings or specifications for any work done or proposed, or for any other matter requiring the approval of the Architectural Committee, shall not constitute a waiver of the Committee's right to approve or withhold approval of any similar plan, drawing or specification subsequently submitted for approval. *Except as stated in 5.26.3, existing nonconforming improvements are required to be brought into compliance with the current Architectural Rules during a major remodel or major landscape or hardscape update.*

4.7. Notification of Nonconforming Improvements. Prior to Board approval of nonconforming improvements, notice will be sent to all home owners that would have a view of the proposed nonconforming work and adjacent home owners that would likewise be impacted by the nonconforming work inviting them to provide input to the Board as part of the Board's decision-making process. Any proposed approval of nonconforming work shall be addressed in an open Board session under Architectural.

4.8. Waiver of Liability. Neither the Committee nor the Association nor its officers, directors, agents or employees shall be liable for any damage, loss or prejudice suffered or claimed on account of (i) the approval or disapproval of any plans and specifications, whether or not defective, (ii) the construction or performance of any work, whether or not pursuant to approved plans and specifications, (iii) the development of any property on Westlake Island, or (iv) the execution and filing of any Notice of Non-Compliance.

4.9. Stop Work Order. If the Architectural Committee or the Board determine once the project begins that Owner is deviating from or exceeding the scope of the approved plans, either the Committee or the Board may issue a stop-work order. When such an order is issued all work on the property shall stop until the Board can convene a hearing to determine whether there is a violation and if so, what Owner needs to do about it. Once the stop work order is issued the Board should set the hearing as soon as is reasonably possible affording Owner at least ten (10) days written notice of the date, time and location of the hearing.

Section 5. Architectural Restrictions

5.1. Air Conditioning Units. The location of air conditioning units and condensers must be approved by the Architectural Committee. The size and height of units shall be shown on elevation drawings. Window units are not allowed. Air conditioning units must be installed where they are not visible from neighboring properties, the street or the lake, and where noise and vibration resulting from their operation do not create a nuisance; the Committee may require screening and baffling of air conditioning units (screening may be accomplished with walls or landscaping). Air conditioning units may only be placed on roofs if approved by the Committee.

5.2. Alteration of Common Area. No Owner shall make or facilitate any alteration of or addition to the Common Area.

5.3. Antennas. Any antenna, other than for television signals, that is visible from a neighboring property, the street or the lake is prohibited.

5.4. Awnings. Retractable awnings may be approved on an individual basis. A fabric color sample and sketch must be submitted. The use of bamboo, plastic or metal sunshades is not allowed, nor is reflective or mirror tinting. Awnings cannot extend past a point that is measured as 17' from the High Water Mark.

5.5. Boat Docks. Installation or alteration of boat docks does not require the approval of the Island's Architectural Committee; however, they do require the approval of the Westlake Lake Management Association ("WLMA"). Docks must be kept neat and clean at all times, bird debris should be washed off, and no artificial flowers or plants are permitted; docks are for boat ingress and egress.

5.6. Coot Fences. Coot Fences may be installed on a homeowner's property along the shoreline to deter waterfowl from entering the yard as follows:

(a). During coot season: Fences shall be dark green or black and constructed of temporary wire fencing not to exceed #10-gauge wire, and shall not be over twenty-four inches (24") above ground. Fencing may be installed after September 15th each year, and must be removed by May 1st of the following year and stored out of sight.

(b). Year-round: Electric fences may be installed in the rear yard along both the shoreline and the property line. Wires shall be mounted on green or dark color posts not to exceed 14 inches (14") above ground. No white or bright colors are allowed for either the posts or wire-to-post attachments. One or two strands of wire may be used.

5.6.1. *No Application Required*. No application or fee is required for installation of a coot fence; however, the Architectural Committee may require the removal of any non-compliant fence.

5.7. Decks. Decks and swimming pools of excessive height as viewed from the lake are not permitted.

5.7.1. *Ground Level Rear Decks/Patio*. No deck or any other improvement with the exception of landscaping and walkways which have been approved by the Architectural Committee shall be constructed closer than 12 feet 6 inches (12'6") to the lake, and decks and

walkways shall not occupy more than 40% of the slope area. This is measured from a vertical plane at the High-Water Mark on the gunite (see § 1.7) to the end of the deck closest to the lake. Decks shall not be allowed to extend into the Flood Hazard Area (see § 1.6) more than five feet (5') before stepping away from the side lot line one foot for each foot of depth to deck (that is, at a 45-degree angle – see Exhibit A below). All below-deck framing and foundations shall be hidden from view by landscaping or other suitable screening.

5.7.2 *Second Floor Deck/Patio Cover and Walkable Balcony*: A deck or patio cover is allowed to extend from the back face of the house to nineteen feet (19') from the High-Water Mark (see § 1.7) of the lake) before stepping away from the side lot line one foot for each foot of depth to the rear of the deck (that is, at a 45-degree angle – see Exhibit A below). The deck/patio cover may not extend past seventeen feet (17') from the High-Water Mark of the lake. The patio cover may not be wider than the second floor of the home where it connects to the home. The walkable portion of the second-floor structure may not project further than five (5) feet beyond the vertical face of the first-floor structure and may not extend into the second-floor setback (5.26.2.1 and 5.26.2.2). Supporting columns or structural posts for the second-floor deck may be placed no closer than 19' from the High Water Mark.

5.8. Exterior Staircases. Exterior staircases to the second story of a residence are not permitted.

5.9. Fencing, Walls and Hedges.

5.9.1. *Perimeter fencing walls, and hedges*. All perimeter fencing must be double-faced and related in material and color to the structure for which it is planned. No chain link fencing is allowed. Solid fencing is limited to the Level Building Pad area and is limited to six feet (6') in height. Within five (5) feet of the back of the home, a privacy wall, fence or hedge which does not exceed six feet (6') in height is allowed. Past this point walls and fencing are prohibited. Hedges which do not exceed 18 inches in height are allowed. Walls or fences separating properties shall not extend into the required front yard setback.

5.9.2. *Zero Lot Line Walls*. Maintenance of these walls is the sole responsibility of the homeowner but requires special consideration with respect to the neighbor. The neighbor must allow access to the wall to perform maintenance, such as painting and repair, with reasonable advance notice. Affixing anything to a neighbor's Zero Lot Line Wall is prohibited.

5.9.2.1. Each lot line wall is to be painted the color of the Owner's house or the color of the adjacent neighbor's house. Painting the lot line wall is allowed only with the lot line wall Owner's permission. If a lot line wall has been painted the same color as a neighbor's house which is a different color than the Owner's house, the neighbor must repaint the Owner's lot line wall the same color as the Owner's house or the same color as the neighbor's new color when changing the color of the neighbor's house. The Owner's permission is required for any change to a color different than the color of the Owner's house.

5.10. Fire Pits. All fire pits must be gas fired and cannot contain wood or other combustible materials, nor can wood be burned in them. Fire pits cannot be placed under or near patio covers or lot lines. Fire pits cannot be used as barbecues.

5.11. Fireplaces. Fireplaces in the rear yard or on the patio are prohibited unless they are gas-fired and attached to the rear wall of the house. An exception to this prohibition may be

granted (a) if the fireplace does not have a chimney or flue, (b) its overall height is no more than 48 inches above the patio, (c) its width is no more than 60 inches, and (d) it is placed along one side of the patio parallel to the side lot line.

5.12. Flag Poles. Permanently installed flag poles must have a metal, metallic, baked or electrostatic precipitated finish. Natural metal colors, black and white finishes are acceptable. Owners will be cited for improperly maintained flags. Large flags must either be lowered or replaced with small flags during high wind conditions.

5.13. Garages and Driveways. Every residence must have a garage with a capacity for not less than two automobiles. Garages may not be converted to other uses that would result in less than two inside parking spaces.

5.13.1. *Carports*. Carports are not permitted.

5.13.2. *Straight-in Driveways*. Garages with straight-in driveways may not be closer than twenty feet (20') from the back of the sidewalk.

5.13.3. *Curved Driveways*. Access to garages which are less than twenty feet (20') from the back of the sidewalk shall be gained by means of a curved driveway (and not a straight-in driveway).

5.13.4. *Driveway Gates*. Where driveway entrance gates are to be installed, they must be at least twenty feet (20') from the back of the sidewalk and must not block the neighbors' view.

5.13.5. *Walls and Shrubbery*. No wall or structure shall be constructed bordering a driveway within 9 feet of the back of the sidewalk. Shrubbery bordering a driveway shall not exceed 36 inches in height and shall not restrict the driver's vision.

5.13.6. *Vehicle Parking*. Parking for motorized vehicles is only permitted in the garage, on the driveway or on the street. Any boat or recreational vehicle or other trailer must be parked inside the garage.

5.14. Landscaping. Every site on which Improvements have been made shall be landscaped according to the approved plans and maintained thereafter in a well-kept condition. Landscaping work approved by the Committee shall be commenced within 30 days and completed within 90 days after approval. All planted areas shall be provided with an underground irrigation system adequate to sustain normal growth. All rear and all front yards must contain at least one tree. Artificial plants or flowers are prohibited in front and rear yards.

5.14.1. *Lakeside (Rear yard) Groundcover*. Rear yard (lakeside) landscaping design shall not deviate from the established standard of Westlake Island. Grass or grass substitute (for example succulent ground cover) or other low-lying plants must make up at least 50% of the plantable area of the rear yard. Under no circumstances shall the area of wood mulch and rocks or similar materials exceed 30% of the plantable area when newly planted; plantable area does not include sidewalks, pathways or driveways. Grass, grass substitute or artificial turf are the only groundcovers permitted along the lake frontages so as to provide continuity of shoreline appearance between properties; however, plants with a mature height of no more than ten inches (10") are permitted within two feet (2') of the top of the gunite at the shoreline.

5.14.2. *Artificial turf*: In the rear yard artificial turf must conform to § 5.14.1 above but cannot exceed 50% of the plantable area. Turf must include thatching or secondary brown fibers in the blades to give it a more real appearance. Turf blade length must be long

enough to resemble natural grass (at least 1-5/8" in height and minimum 80-ounce weight). Owners are required to maintain artificial turf in an attractive condition, and repair or replace it as necessary due to aging or deterioration. Applications for the use of artificial turf must include the following:

- (a). a scaled plan of the entire site noting the existing lawn and planting in relation to the area proposed for artificial turf. The Plan must show the form of delineation between adjacent yards, either by a low-lying planter (not to exceed 18 inches in height) or by bender board that is a maximum of 1.5 inches tall;
- (b). a brochure of the proposed product, along with a sample of the actual turf and a description of the installation process;
- (c). photos of the proposed area that correspond to the plan;
- (d). square footage calculation for the plantable area along with the proposed square footage of artificial turf and remaining planter areas; and,
- (e). front and rear yards that do not currently have a tree must include a 24-inch or larger box tree in the plan (see § 5.14.3).

5.14.3. *Trees.*

5.14.3.1. *No Palm Trees.* All species of palm trees, including Sago Palms, are not permitted on the lake side of properties unless on rear yard decks in planters. Palm trees in permanent, in-ground planters are not permitted.

5.14.3.2. Trees in the rear yard must be planted within the allowed 45-degree area for the deck, or within the rectangular area between the points where the two allowed 45-degree areas intersect the 12-foot 6-inch setback from the lake; this roughly equates to the middle third of the backyard (see Exhibit A below). Trees should be planted at least 3 feet from the top of the gunite. Trees must be trimmed and maintained as needed, so as not to be a nuisance to neighboring properties.

5.14.3.3. *Pre-Approved Trees.* Trees with an expansive root system are not allowed in the side yards near the Zero-Lot-Line Wall because the wall is part of the neighboring house, and the roots could damage the foundation. Pre-approved trees for rear yard landscaping are Arbutus, Birch, Carrotwood, Crepe Myrtle, Non-fruiting Olive, Pine, Sycamore and Willow. Citrus trees are allowed but do not satisfy the requirement for a tree in the rear yard. Other trees may be approved by specific request to the Architectural Committee. Trees must be a minimum 24-inch or larger box. Root barriers should be used for all trees planted near foundations, patios or sidewalk areas.

5.14.3.4. *Tree Removal/Trimming.* No living tree, except trees that are located in the Side Yard as defined in § 1.15, having a height of eight feet (8') or more may be destroyed or removed from any lot without the prior written approval of the Architectural Committee. Removal without Committee approval will result in an immediate hearing with a possible fine and required installation of a replacement tree of similar size and type at the Owner's expense. If all trees are permitted to be removed from a front or rear yard, at least one tree must be replaced with an approved minimum 24-inch or larger box tree in each area (see § 5.14.3.2 and Exhibit A below for placement of rear yard trees). All tree removal must include the stump and roots. Healthy trees (or those that appear to be healthy) over 8 feet tall may not be removed unless a report is provided by a licensed arborist that the tree is dead, diseased or is invading the foundation of the residence with its root system. In addition, if a tree is suspected to be causing damage to the foundation, a structural engineer must submit a signed report to that effect.

5.14.4. *Front Yard:* As stated in § 5.14, all front yards must contain a tree. Citrus trees (but no other fruit trees) are permitted in front yards only after one 24-inch or larger box non-citrus tree has been planted. Palm trees are permitted in front yards only. Grass or grass substitute (for example, succulent ground cover), artificial turf or other low-lying plants must make up at least 50% of the plantable area of the front yard and conform to § 5.14.2 above. Under no circumstances shall the area of wood mulch and rocks exceed 30% of the plantable area when newly planted. Bender board must be used to keep the mulch and rocks from falling onto the sidewalk. Plantable area does not include sidewalks, walkways or driveways. Plants which form a border along the length of the front yard at the sidewalk must be maintained so as not to encroach on the sidewalk and shall not exceed 10 inches in height.

5.14.5. *Corner Lot Side Yards:* Hedges and walls are allowed but walls must be set back at least 4 feet from the sidewalk to allow for a planted area in front of the wall. Walls may not exceed 6 feet in height.

5.15. Mailboxes. Any mailbox erected at curbside shall have a five-foot (5') radius clearance around the mailbox, measured from the base of the mailbox to the concrete walkway constructed on the homeowner's property.

5.16. Outdoor Lighting. U.L. approved low-voltage lighting systems are strongly recommended. Transformers must be concealed wherever possible. Cables must either be buried or concealed within the walls of the structure. Outdoor lights may not be directed toward the lake or neighbors' yards. Lights must not be overly bright such that they appear brighter than other landscape lights surrounding your home. White or other soft colors are permitted; bright, flashing or strobe lights are not allowed.

5.17. Outdoor Speakers. Speakers up to 8" in diameter may be installed in an outdoor patio ceiling or placed in the yard provided that all speakers are either pointed down or into the patio area from the yard. No speakers may be placed such that they either point toward the lake or toward a neighboring yard. At no time may the sound from the speakers be louder than normal conversation or be a nuisance to neighboring properties.

5.18. Painting. Bright colors are prohibited. Approved additions and alterations to the exterior of structures shall be painted to match the colors of the existing structure. The cleaning of brushes, rollers, spray guns and other painting equipment shall be done so that no residue enters the street gutters or sewers of Westlake Island. Failure to properly dispose of paint residue and any contamination of the gutters or sewers may result in a fine of \$500 plus cost of cleanup per occurrence.

5.19. Patio Covers. Patio covers may not be constructed of aluminum, plastic webbing, slit bamboo, reed or straw-like materials, corrugated plastic, fiberglass or metal. Free-standing sun shelters are not permitted.

5.20. Playground Equipment. No playground equipment is permitted on decks or in the front and rear yards. However, such equipment may be installed in the side yard as long as it is not visible from the street or the lake.

5.21. Portable Basketball Post and Backboard. Portable basketball posts and backboards must be stored out of sight when not in use. Permanent backboards visible from the street or from the lake are not allowed.

5.22. Pools and Spas. Swimming pools and spas (whether in-ground or premanufactured) shall meet all the requirements for ground level rear decks including setbacks from the lake and side lot lines, and for extensions over top of the slope. Pool decks shall be set as low on the slope as possible. Spas which are above the deck and visible from the lake will require screening.

5.22.1. *Pool and Spa Fencing.* All pools and spas shall be fenced on the level pad area and at the edge of the pool or pool deck with code compliant fencing not to exceed four feet (4') above the adjacent grade or pool deck for pools and six feet (6') for spas. No pool or spa fencing shall be permitted within the slope area of the lot except that which is located on the pool deck. If approved by applicable code for the home a spa cover may replace fencing.

5.22.2. *Pool and Spa Equipment.* Pool and spa equipment shall be located and screened so that it will not be visible from neighboring properties, the street or the lake. The Committee may require sound baffling around the equipment should it be deemed necessary to dampen sound or vibration resulting from equipment operation. Time clocks to regulate pool equipment shall be set so that no equipment operates after 10:00 p.m. or before 7:00 a.m.

5.22.3. *Inspection Before Concrete Poured.* The Architectural Committee requires an on-site inspection prior to the pouring of footings (*see* § 4.4.1).

5.23. Restricted Construction in Flood Hazard Area. No habitable structure may be constructed or maintained within the Flood Hazard Area (*see* § 1.6). All new residences, additions and alterations to existing residences shall be confined to the level building pad as originally graded and finished and must be behind the Flood Hazard Line as indicated on the original recorded tract maps. Patio decks, swimming pools and other approved landscaping and recreational uses may be constructed in the Flood Hazard Area only when approved by the Architectural Committee.

5.24. Roofing. Roof coverings must have a Class "A" fire rating. Wood shingles, wood shakes, metal, fiberglass, asphalt and asphalt composition roofing materials are prohibited. All jacks, vents, dormers and flashing must be painted to blend in with the roof color.

5.25. Satellite Dishes. Satellite dishes larger than 36 inches in diameter are prohibited. Satellite dishes 36 inches or smaller are permitted in a location preapproved by the Committee. They are to be placed in the least visible location, and cables must be concealed in the walls, attic space or a casing painted to match the house so as not to be visible from a neighboring property, the street or the lake. Satellite dishes improperly installed without prior approval shall be relocated to an approved location at the Owner's expense.

5.26. Setbacks and Height Limitations. The following setbacks and height limitations must be observed.

5.26.1. *Front Yard.* Any component of the first-floor structure may not be closer than ten feet (10') from the back of the sidewalk. Planter walls are limited to thirty inches (30") deep from the house to the point closest to the sidewalk (including the planter wall) and

eighteen inches (18") in height, and shall be attached to the front wall of the structure. Any component of a second-floor structure at the front elevation must be set back fifteen feet (15') from the back of the sidewalk. The second story of a structure over a garage that is twenty feet (20') from the back of the sidewalk may be built no further than two feet (2') beyond the garage.

5.26.2. *Side Yard.* Structures and equipment, including dwelling unit garages and walls, may not exceed twelve and one-half feet (12.5') in height on the Level Building Pad within ten feet (10') of the side property line, provided that (a) where such structures occupy a required side yard there shall be a distance of at least ten feet (10') between any component of the main dwelling units on this and the adjoining lot, and (b) the sum of the distance on both sides of the main dwelling unit and each adjacent lot line must total no less than ten feet (10').

5.26.2.1. *Homes with a zero-lot line:* Any component of the second-floor structure on the zero-lot-line side must be a minimum of seven feet (7') away from the property line. Any component of the first and second floor structure on the opposite side of the house must be a minimum of ten feet (10') away from the property line. Walkway covers along a required side yard may extend up to four feet (4') from the main structure but at no time may they be closer than six feet (6') from the property line.

5.26.2.2. *Homes with no zero-lot line:* Any component of the ground floor of the structure must be a minimum of five feet (5') from the side yard property line on both sides of the structure. Any component of the second floor must be a minimum of seven feet (7') away from the property line on both sides of the structure.

5.26.3. *Rear Yard:* Any component of the first-floor structure in the rear of the home may not be closer than twenty-seven feet (27') from the High-Water Mark of the lake (§ 1.7); however, if an existing house is closer to the lake than 27 feet, any replacement may retain the existing setback distance, except that in no case may the setback from the lake be less than 24 feet from the High Water Mark.

5.26.3.1. *Second Floor.* Any component of the second floor at the rear of the house must be set back a minimum of five feet (5') from the first floor of the structure for at least 50% of the width of the structure.

5.26.4. *Overall Height.* The overall height of the residence from the graded pad (as originally graded -- not the foundation) to the highest point of the house (which includes chimneys, equipment, solar panels, and other components) shall not exceed twenty-eight feet (28'). The flat portion of any roof shall not exceed twenty-six feet (26').

5.27. Shoreline Alterations. Prior to construction of any landscape features (i.e., walks, docks, etc.) that interrupt or affect the Perimeter Area of the shoreline, plans shall be submitted for approval to both the Island Architectural Committee and the Westlake Lake Management Association office. No work shall commence until plans have been approved in writing by both entities.

5.27.1. Each Owner whose lot abuts the lake is required to immediately repair any erosion to the shoreline abutting the Owner's lot in accordance with the specifications contained in the WLMA Lake Rules and Regulations.

5.28. Skylights. Skylight framing and flashing must be painted to blend in with the roof.

5.29. Solar Panel Installation. Each proposed installation will be viewed on an individual basis and judged solely on its aesthetic value. All installations shall strictly adhere to all applicable governmental regulations and these Rules. Panels are to be flush mounted and framed into the roof to give the appearance of skylights, except when mounted in roof wells. Solar panels shall not be easily visible from the lake, the street or other Common Area. Solar panels installed on a flat roof must not be visible from any part of the street, lake or neighbors' property. A parapet wall should be installed to conceal flat roof solar panel installations. No trees may be removed to provide additional sun for solar panels without the approval of the Architectural Committee. Any tree removal which is desired at the time of installation must be shown on the plans when submitted for approval. All pipes and conduits leading to and from solar panels shall either be framed in and enclosed or painted the color of the roof material. Owners shall submit a detailed plan with the total installation to scale, including all existing pipes, vents, chimneys and auxiliary structures.

5.30. Statues, Fountains and Artwork. No statue, fountain, waterfall or "artwork" of any kind may be installed or displayed which will be visible from the lake, the street or neighboring properties without the written approval of the Architectural Committee. Statues, planter boxes and other yard art generally will be limited to six (6) items. Excessive planters, pots and other objects that create a cluttered appearance are not permitted.

5.31. Trash Enclosures and Containers. Trash enclosures or containers are prohibited in the front yard, and trash containers shall be kept so as not to be visible from a neighboring property, the street or the lake.

5.32. Weed Control. All lots shall be kept in a weed-free condition and completely landscaped, according to plans approved by the Architectural Committee.

5.33. Window Guards. No window guards or bars shall be installed on any window.

5.34. Window Tinting. Windows may be tinted; however, no reflective materials may be used.

Section 6. Restrictions On Construction

6.1. Work Without Approval. Vendors attempting to do any non-emergency work that requires Architectural Committee approval but has not been approved by the Committee will be denied access to the Island until the Owner files the appropriate application, pays the applicable fee and deposit, and receives Committee approval. Owners may be assessed a fine of up to three times the application fee provided in the Fee Schedule should landscaping or construction work proceed without approval.

6.2. Construction Hours at Construction Sites. Approved construction hours are limited to Monday through Friday from 7:00 a.m. to 5:00 p.m. No construction access is permitted on Saturday, Sunday or Island Holidays (see § 1.9). No deliveries, including trash or storage bins, are permitted outside of the approved construction hours. Workers must be off the Island by

5:00 p.m., therefore, they should plan accordingly and begin daily cleanup to provide for a punctual departure. Residents and their guests may access a Construction Site at any time, but no construction activity (either interior or exterior) is permitted outside of approved construction hours.

6.3. Construction Site Requirements. No construction or vendor services may obstruct the public right of way. Construction vehicles must be moved on Friday mornings (or such other time as street sweeping may be done) *in advance* of the arrival of the street sweeper.

6.4. Non-Construction Vendor Services. Vendors are permitted on the Island to perform services Monday through Friday 7:00 a.m. to 5:00 p.m. and Saturday 9:00 a.m. to 5:00 p.m. Workers must be off the Island by 5:00 p.m., therefore they should plan accordingly and begin daily cleanup to provide for a punctual departure. Saturday exterior services are limited to light gardening (no power tools are permitted on Saturday), pool maintenance and insect extermination. The following interior activities are permitted on Saturday provided the noise does not disrupt the peace and quiet of the neighbors: carpet and other flooring; interior wall covering; interior decorating; interior painting; appliance repair; interior cabinet and carpentry work; and plumbing and electrical. In all cases, any work completed on Saturdays shall not generate noise outside of the residence. If the guards do receive any noise complaints regarding any work, vendors will be asked to leave immediately.

6.5. Owner Repairs. Owners performing their own exterior work must abide by the same rules and work hours as contractors.

6.6. Emergency Repairs. Owners must notify the guard gate when an emergency repair is required during off hours or on Sunday.

6.7. Construction Debris. Tradespeople, Owners and Residents are prohibited from sweeping, blowing or washing construction debris, oil, repair residue or any toxic material into the street, gutters or anywhere else which may cause such items to drain, blow or flow into the lake. A plastic tarp or similar material must be placed on the street and sidewalk areas whenever dirt, sod, sand, cement or any other landscape or construction materials are to be deposited. Whenever possible, the Owner's driveway rather than the street must be used for the storage and mixing of materials. Any spills on the streets or sidewalks must be cleaned up immediately because all street gutters and sewers drain in the lake. It is the Owner's responsibility to ensure that workers do not allow any contaminant to enter the lake. Due to the critical nature of any spill and the danger it poses to the lake, *if the spill is not cleaned up by 5:00 p.m. on the day of the spill*, the Association has the right to clean up the spill and to collect the cost of cleanup plus a fine of \$500 per incident from the Owner.

6.8. Trash Bins. Construction projects must be kept neat and clean, and trash and debris must be carried off-site on a regular basis (no less than once per week) at the Owner's expense. Dumpsters are required for all major remodels and roof replacements, and they are to be placed on the driveway. Any exception to this rule must be approved by the Architectural Committee, and plywood must be placed under the wheels and feet of the trash bin to prevent damage to the

street. In the event of damage to the street or sidewalks, the Owner shall pay for the cost of repairs.

6.9. Cement Work. Any concrete spills on the Association's streets must be cleaned *immediately* because all street gutters and sewers drain into the lake. It is the Owner's responsibility to ensure that all contractors, including concrete truck operators, do not allow any mixture containing cement to enter the lake, and that a spill containment device is used during the mixing and pouring of concrete and the cleaning of equipment. All chutes are to be washed into a properly lined wash-out bin, and no concrete truck may be washed in the streets. Any cleaning of tools or equipment which results in residue entering the street, gutters or sewers is prohibited; violations may result in a \$1,000 fine *per incident* against the Owner.

6.10. Construction Hazards. Appropriate safety barriers are required for all construction hazards to protect the public right of way.

6.11. Security. Owners must provide their own security for their work sites, and each bears the risk of loss for any damage or theft which may occur on the sites. All construction sites must have privacy fences at the property lines while the home is unoccupied.

6.12. Temporary Occupancy. No trailer, tent, shack or garage, and no temporary structure of any kind, shall be used for a residence or construction office during construction. Workers may not stay on premises after 5:00pm and may not stay overnight in unoccupied homes or Construction Sites.

6.13. Contractor Signs. Contractors may display a stake sign not exceeding three square feet in size during construction, remodeling or major repair. The sign must be removed at the completion of the job. Contractors must display work site rules conspicuously within the site, a copy of which is available from the Association's management company.

6.14. Fire Hydrants. Owners and contractors are prohibited from using the fire hydrants for any reason other than extinguishing a fire.

6.15. Utility Lines. Requests for additional utility lines that require a cut to streets or concrete walks must first be coordinated with the Association's management company.

6.16. No Open Fires. Fires are prohibited at all times, even in instances where they are within trash cans or other containers.

6.17. Street Maintenance. Any damage to a street must be repaired in a timely fashion, to the street's original condition or better. Any sand, dirt, or other construction debris must be removed immediately.

6.18. Tracked Vehicle Operation. Tracked vehicles are prohibited -- this includes "street tracks." All equipment must be rubber-tired.

Section 7. Rules Enforcement Procedures

7.1. Owner Responsible for Compliance. All persons performing any construction, landscaping, repairs or maintenance on Westlake Island must comply with these Architectural Rules. The Owner shall be responsible for any violation of these Rules committed on the Owner's lot or elsewhere on the Island by the Owner's vendor, contractor or service person. The Association may exclude any vendor, contractor or service person from entry onto the Island if such person continues in violation.

7.2. Complaints Must Be in Writing. Owners may file written complaints with the Architectural Committee if they believe any Owner or person has violated these Architectural Rules. Complaint forms are available at the Guardhouse and at the Association's management company. Forms must be signed by the Owner lodging the complaint. Alternatively, complaints may be sent via email to the Association's management company representatives. Upon receipt of the complaint, the Architectural Committee will inspect the alleged violation and take appropriate action.

7.3. Owner's Complaints Available for Viewing. Owners shall have the right to view all complaints on file with the Association which pertain to the Owner's lot.

7.4. Enforcement. Violation of the Architectural Rules can result in one or more of the following, depending on the severity of the violation:

7.4.1. *Monetary Penalties.* Subject to the hearing procedures described below, violations of these Rules may result in a single or daily fine against an Owner until such time as the violation is corrected. Such fines are specified in the Westlake Island Rules and Regulations, Section 8.4(b).

7.4.2. *Suspension of Construction.* Working in violation of these Architectural Rules can result in the immediate suspension of construction and the denial of entry onto the Island for construction suppliers and workers as provided elsewhere in this document.

7.4.3. *Suspension of Privileges.* Membership privileges of an Owner and privileges of a Resident may be suspended as specified in the Westlake Island Rules and Regulations Section 8.4(c) for ongoing or uncorrected violations, including but not limited to, deviations from approved plans, construction without approved plans, violations of front, side, and/or rear yard setbacks, and unsafe or hazardous conditions on the construction site.

7.4.4. *Publishing of Names.* The names of Owners and Residents who are in violation of the Architectural Rules may be published to the membership.

7.4.5. *Judicial Enforcement.* The Association may take legal action for damages and injunctive relief.

7.4.6. *Recording Notice of Non-Compliance.* A "Notice of Non-Compliance" may be recorded against the Owner's lot, identifying the non-complying improvement or repairs and setting forth the basis of such non-compliance.

7.5. Hearing Procedures. The levying of fines and suspension of privileges shall be subject to the following notice and hearing procedures:

7.5.1. *Warning Notice.* Except where the health or safety of persons or property are endangered, a warning will be issued prior to the issuance of any hearing notice.

7.5.2. *Notice.* Any hearing notice shall be given by the means permitted in Section 4040 of the Civil Code to the most recent address of the Owner as shown in the Association's records, and to the most recent email address if provided. This notice shall describe the nature of the violation; the proposed penalty; the date and location of a hearing; the Owner's right to present evidence in the Owner's defense; and, the Owner's right to representation at the hearing. Such notice shall be given at least ten (10) days before the date of the hearing.

7.5.3. *Hearing.* The Owner shall be given an opportunity to be heard, either orally or in writing, at a hearing to be held by the Board of Directors, who shall hear the charges and evaluate the evidence of the alleged violation.

7.5.4. *Notice of Decision.* After the conclusion of the hearing, the Board shall give notice of its decision by mail, and if an email address has been provided by email, within 15 days, which notice shall specify any specific provision of the Governing Documents found to have been violated and any sanction imposed.

7.5.5. *Correction of Violation.* If the violation is corrected prior to the hearing date, the Board may, but is not required to, cancel the hearing and impose no penalty.

7.6. Attorneys' Fees. If the Association is required to take legal action against an Owner to enforce the Architectural Rules, the prevailing party shall be awarded all reasonable attorneys' fees and costs incurred in the proceeding.

EXHIBIT A-REVISED

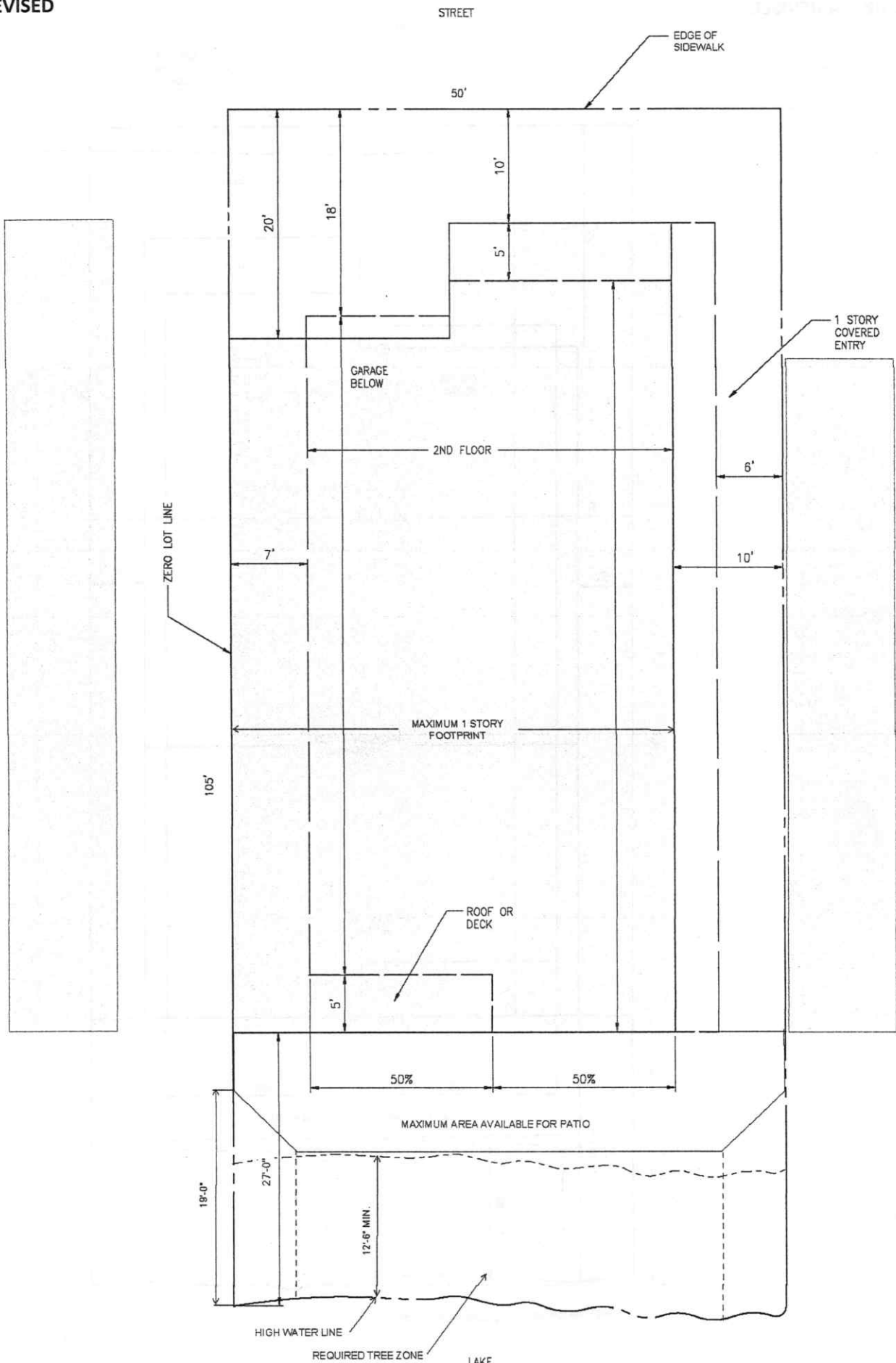
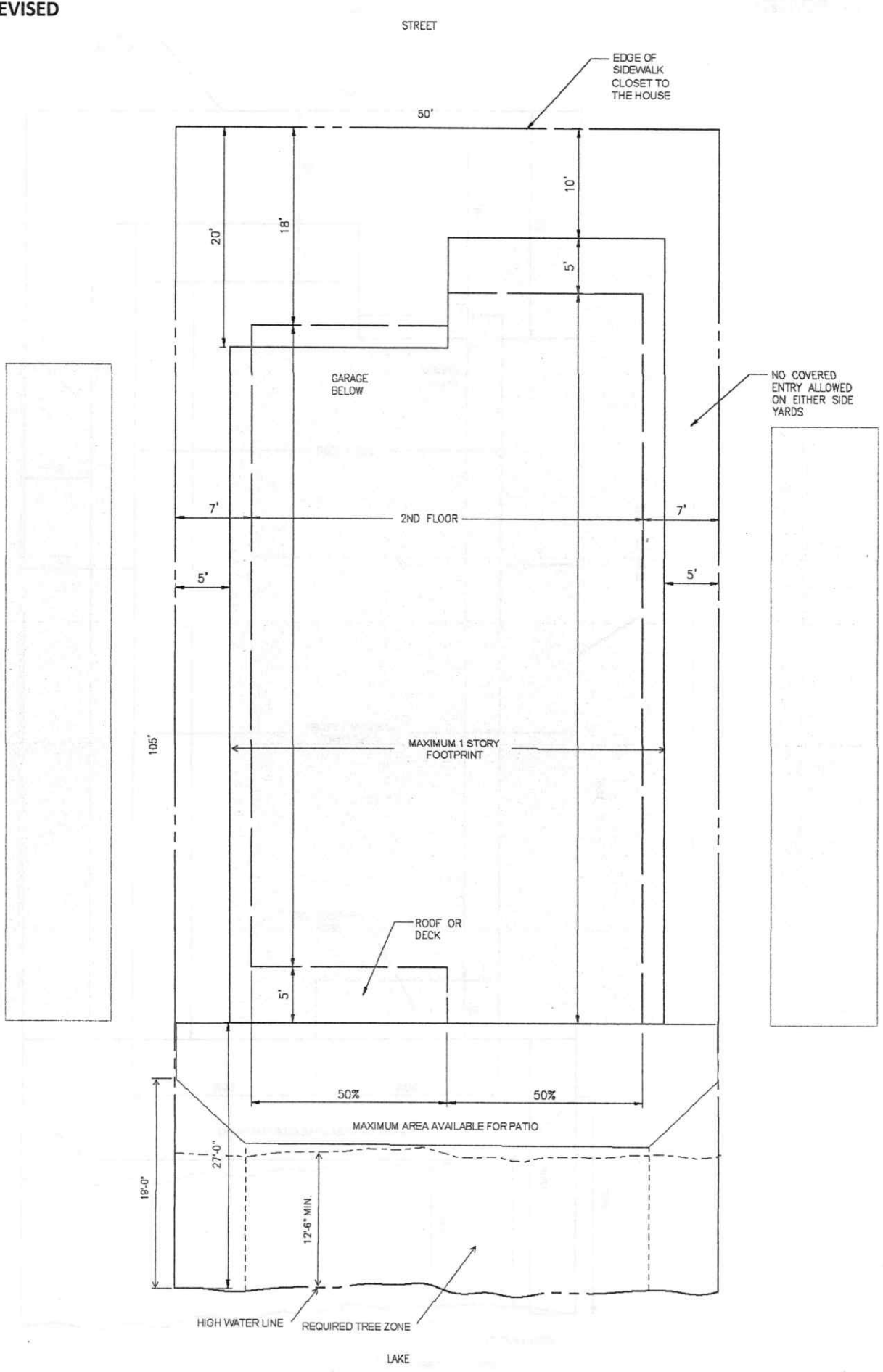


EXHIBIT A-REVISED



② PROPERTIES WITH EQUAL LOT LINES
WESTLAKE ISLAND SETBACK REQUIREMENT

EXHIBIT B: FEE SCHEDULE

Application fees and Deposit checks both are payable to Westlake Island Property Owners Association, but you must submit *two separate checks* and submit both checks and two copies of the Architectural Request Form to the Association's management company.

Nature of the Application	Fee	Deposit
Repairs and Routine Maintenance (no change in appearance, footprint or color)	\$0	\$0
New Builds	\$2500	\$10,000
Additional changes submitted	\$200	\$0
Major Additions & Remodels	\$2000	\$2500
Additional changes submitted	\$200	
Minor Additions & Remodels	\$500	\$1000
Additional changes submitted	\$50	
Masonry, Stucco or Cement Work (Includes routine repairs and maintenance to Decks, walkways and driveways)	\$500	\$500
Pool and/or in ground spas/Jacuzzis	\$1000	\$1000
Roof	\$50	\$150
Exterior Paint	\$50	\$150
Major Landscaping (complete or new)	\$500	\$500
Minor Landscaping	\$150	\$150
Tree Removal	\$50	\$150
Solar Installations	\$50	\$150
Satellite Dish	\$50	\$0
Miscellaneous/Minor Work (not covered above)	\$50	\$150

After a "Notice of Completion" is submitted to the Architectural Committee for approval, the Deposit will be refunded within thirty (30) days with details of deductions taken, if any.

Note: Initiation of work without an approved application may result in doubling of the above fees.

“EXHIBIT C”

WESTLAKE ISLAND CONSTRUCTION AGREEMENT

This Construction Agreement (this “Agreement”) is made by and between the Westlake Island Property Owners Association (the “Association”) and

_____ (collectively, if applicable, the “Owner”) (the Association and the Owner collectively are the “Parties”).

WHEAREAS, Owner is a member of the Association and wishes to improve the Owner’s lot by adding new structures to the lot or by remodeling or repairing existing structures. As a member of the Association, Owner is subject to the Association’s Declaration of Covenants, Conditions and Restrictions (“CC&Rs”), Rules and Regulations, and Architectural Rules. The Association is willing to afford Owner the use of its private streets for ingress and egress subject to the Association’s CC&R’s, Rules and Regulations, Architectural Rules and the terms of this Agreement.

THEREFORE, the Parties agree as follows:

1. Work According to Approved Plans. Owner shall make only the improvements or repairs (the “Project”) which have received written approval by the Architectural Committee and shall comply with the Association’s Architectural Rules. Any changes from the approved plans must also be submitted to the Architectural Committee for approval.
2. Building Permits. Prior to commencement of construction, Owner will obtain and post all applicable building permits from appropriate governmental agencies.
3. Damage Deposit. Prior to commencement of work, Owner shall deposit the sum of \$ _____ (the “Deposit”) with the Association as a security/damage/clean-up deposit to be held by the Association until the Project is completed, inspected and signed-off. If Owner fully complies with Association’s CC&Rs, Architectural Rules, and this Agreement, and there is no damage to the Association’s common areas, the Deposit will be fully refunded within thirty (30) days of sign-off by the Association. In no way does the Deposit restrict the amount of damages the Association may seek against Owner for Owner’s violation of the CC&Rs, Architectural Rules, or this Agreement.
4. Liability for Damages. Owner assumes full responsibility for any damage to other lots and their improvements, and to the Association’s common areas, and to personal property of the Association, caused by Owner or Owner’s family, contractors, agents, employees and invitees. If the damage is not repaired in a timely manner, the Association may make the repairs and specially assess the Owner for the cost of the repairs, deduct the cost from the Deposit, and take legal action against the Owner. If Owner fails or refuses to pay the special assessment, the Association shall have the right to lien Owner’s property and to utilize any other remedy provided for in this Agreement, in the Association’s CC&Rs, or by law.

5. Inspections. Owner agrees the Association has the right to periodically inspect the work and to conduct a final inspection before releasing the Deposit. Owner shall allow inspections and understands that construction work will be halted if inspections are not allowed. Such inspections or lack of inspections by the Association do NOT relieve Owner from Owner's duty to comply with (i) the CC&Rs and Architectural Rules, (ii) plans approved by the Association, (iii) all applicable building and fire/safety codes, and (iv) this Agreement.

6. Right to Stop Work. Owner agrees the Association has the right to stop any work that (i) is in violation of this Agreement, (ii) creates a fire or safety hazard, or (iii) unreasonably interferes with the common areas or neighbors.

7. Security. Owner shall provide security for the work site, and shall bear the risk of loss for any loss which may occur. Owner shall provide the guardhouse with a list of those vehicles and contractors/builders/workpeople authorized to work on the Project.

8. Construction Hours. Construction is limited to Monday through Friday, 7:00 a.m. to 5:00 p.m. NOTE: All vehicles and workers are to be off the Island by 5:00 p.m. No construction is permitted on Saturday, Sunday or Island Holidays (*see* § 1.9).

9. Trash and Debris. The Project must be kept neat and clean, and all trash must be carried off site on a regular basis at Owner's expense. Sweeping, blowing or washing construction debris, oil, repair residue or any toxic or poisonous material into the street and gutters, or offsite which may cause such items to drain, blow or flow into the Lake, is prohibited and will result in a \$1,000.00 fine per incident. Unoccupied residences are to be fenced and secured. Front fencing shall be removed upon substantial completion of the project or if the Owner or any person takes up residence in the house.

10. Protection of Sidewalks. A plastic tarp or similar material cover must be placed on the street and sidewalk whenever dirt, sod, sand, cement or any other materials are to be deposited. Failure to do so will result in a fine up to \$5000. Whenever possible, the Owner's driveway, rather than the street, must be used for storing and mixing materials.

11. Trash Bins. Plywood MUST be placed under the wheels and feet of trash bins to prevent damage to the street. Failure to do so will result in a fine up to \$5000, plus the cost to repair any damage to the street or sidewalk.

12. Contractor Signs. Contractors may display stake signs not exceeding three square feet in size during construction, remodeling or major repair. Signs must be removed at the completion of the job. There shall be a fine of up to \$5000 until the violation is corrected.

13. Construction Hazards. Appropriate barriers are required for all construction hazards. There shall be a fine of up to \$5000 per violation until the violation is corrected.

14. Cement Work. *Owner shall ensure that an adequate spill containment device is used during the mixing and pouring of concrete and subsequent cleaning of equipment so that no concrete is spilled on the street or sidewalk, and so it cannot run in the gutter to the lake. Any*

concrete spills on the Association's streets must be cleaned *immediately*. No concrete ready-mix truck may be washed in the streets. All chutes are to be washed into a properly lined wash out bin. Cleaning of concrete or cement handling tools or equipment which results in residue entering the street, gutters or sewers of Westlake Island is prohibited. Violations will result in a \$1,000.00 fine per incident against the Owner.

15. Approval for Pouring of Concrete. Inspection of concrete forms by the Architectural Committee is *required* before concrete trucks are allowed to enter the island for delivery. The inspection will confirm compliance with setback requirements before concrete is poured. Please contact Emmons company in advance and do not schedule concrete delivery until after the inspection has been completed. *Concrete trucks and related equipment will be denied entry if the required inspections have not been performed and approved.*

16. No Open Fires. Fires are prohibited at all times, even within trash cans or other containers. There shall be a \$1,000.00 fine per violation.

17. Restrictions on Workers. Violation of any of the following shall result in a \$200.00 fine per violation:

(a) Alcoholic Beverages. No alcoholic beverages, intoxicants, drugs or other controlled substances are permitted to be brought on Association property by workers.

(b) Animals. Workers are to leave their animals at home. No dogs or other animals are allowed on the construction sites.

(c) Radios. Radios are permitted on the project but must be kept at low volume so as not to disturb neighbors.

(d) Parking. All workers are restricted to parking at the work site. Mailboxes, driveways and trash bins on trash collection day shall not be blocked. Work vehicles should not be parked within 10 feet of any intersection/stop sign.

(e) Driver's License and Insurance. No vehicle may be operated on the Association's streets without the operator having in his possession a valid driver's license and proof of liability insurance.

(f) Traffic Signs. The speed limit on the Island is 25 miles per hour. The speed limit as well as all stop signs must be fully observed at all times. Failure to come to a complete stop, speeding, or other traffic violations will result in a fine of up to \$500 per violation.

18. Street Maintenance. Damage to the Association's streets must be repaired to the street's original condition or better in a timely fashion. Any sand, dirt or debris from construction must be removed promptly by Owner. A final street sweeping must be performed at the conclusion of construction.

19. Tracked Vehicle Operation. Tracked vehicles shall not be operated on paved surfaces; this includes "street tracks". All movement, pick-up, delivery and regular operation of tracked vehicles shall be within the construction site. Any placement or movement upon or across streets requires the use of protective wood surfaces. There shall be a \$1,000.00 fine per violation, in addition to the cost of any repair.

20. Insurance. All contractors and subcontractors must be licensed and must carry appropriate amounts of worker's compensation insurance, general liability and property damage insurance.

21. Mechanic's Liens. Owner shall defend, indemnify and hold harmless the Association and all lot owners in the Association against liability or loss arising from liens for labor performed or materials furnished to the Project.

22. Diligent Construction. Work on the Project must be completed in a timely manner. Reasonable extensions will be granted by the Association for delays caused by fire, rain or other events beyond Owner's control. If the work is not completed by the Completion Date and no extensions have been granted, fines will accrue at the rate of \$600.00 per day from the Completion Date below until the Project is completed.

Start Date: _____ Completion Date: _____ Owner's Initials: _____

23. Other Requirements. This Agreement in no way relieves the Owner from complying with the Association's CC&R's, Association Rules and Architectural Rules, as well as all governmental and statutes, ordinances, and regulations.

24. Indemnity. Owner shall defend, indemnify and hold harmless the Association and its directors, officers, members, employees and representatives from and against any loss or liability arising out of or incurred in connection with the Project, including any claims made for personal injuries, death or property damage.

25. Enforcement. Failure to follow this Agreement can result in fines, suspension of contractors' access to the Island, and legal remedies including *ex parte* restraining orders from a court of competent jurisdiction to restrain the breaching party and its agents from violating the provisions of this Agreement.

26. Payment of Fines. Owner understands and agrees that all fines shall become a special assessment against Owner's lot, which may result in a lien against the lot and a non-judicial foreclosure if unpaid.

27. Arbitration of all Disputes. Except for injunctive relief, any dispute arising out of this Agreement shall be resolved by binding arbitration before a retired Superior or Appellate Court judge ("Arbitrator"). The hearing shall, if reasonably possible, be concluded within six (6) months from the demand for arbitration. The parties shall be entitled to take such discovery as they agree or as otherwise allowed by the arbitrator at the request of any party. The fees necessary to initiate the arbitration shall be advanced by the requesting party but shall be a recoverable cost to the prevailing party. The prevailing party shall be entitled to reasonable attorney's fees and costs. Judgment on the Arbitrator's award may be entered in any court having jurisdiction.

28. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

29. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

30. Amendments. No amendment, modification or alteration of this Agreement will be valid or binding for any reason unless and until it has been reduced to writing and signed by Owner and the Association.

31. Entire Agreement. This Agreement constitutes the entire agreement between the Parties on the subject hereof, and supersedes all negotiations, prior discussions, representations, statements or understandings, whether oral or written. This Agreement may not be modified, amended or replaced except by a written instrument signed by both Parties.

OWNER SIGNATURE

DATE

ASSOCIATION AUTHORIZED SIGNATURE

DATE

THIS CONTRACT WITH A PROPOSED TIMELINE OF WORK MUST BE SUBMITTED PRIOR TO COMMENCING WORK.