

**WESTLAKE ISLAND
PROPERTY OWNERS ASSOCIATION**

ARCHITECTURAL RULES

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WESTLAKE ISLAND

ARCHITECTURAL RULES

The Board of Directors, along with the Architectural Committee, desires to maintain high standards of community living and a community of which you may be proud. Your cooperation will be greatly appreciated and will serve to enhance the quality of life on the Island. The Architectural Committee members are fellow Island residents and a paid independent architect. They serve to protect your interest.

The recorded Declaration of Covenants, Conditions and Restrictions (“CC&R’s”) on Westlake Island charges the Architectural Committee with the responsibility for reviewing and approving plans for new homes, and alterations and improvements to existing homes. The purpose of this charge is to preserve the architectural integrity, pleasant environment, and congruous appearance of the Island. This helps to ensure that all property values are protected. It would not be possible to have a rule for every circumstance, therefore these rules are guidelines and the Board of Directors and Architectural Committee reserve the right to make decisions in the best interest of all property owners when needed.

NOTE: Any information furnished by builders, contractors, sales personnel, employees or committee members which is inconsistent with these Rules should be disregarded. If you have any questions regarding information contained in these Rules, please contact the Westlake Island Architectural Committee, c/o the Emmons Company, One Boardwalk, Suite 102, Thousand Oaks, California 91360, (805) 413-1170.

SECTION 1

DEFINITIONS

1.1 “*Architectural Committee*” or “*Committee*” shall mean the Westlake Island Architectural Committee.

1.2 “*Architectural Rules*” shall mean those rules and guidelines adopted by the Architectural Committee.

1.3 “*Association*” shall mean the Westlake Island Property Owners Association, a California non-profit corporation. The Association shall include, when the context requires, its Board of Directors, officers, and duly authorized representatives and agents.

1.4 “*Flood Hazard Area*” shall mean that area within each lot between the water line of the Lake and a line parallel to and twenty-four feet (24’) inland from the water line.

1.5 “*Improvements*” shall mean any additions, changes, modifications or alterations to any part of the property. This includes, but is not limited to, modifications or changes to landscaping, colors of paint, installing or altering fences, driveways, screen walls, steps, decks,

spas, hot tubs, lap pools, windows and doors, vents, mailboxes, hedges, trees and shrubs, antennas, patios, patio covers, balconies, awnings, garage doors, permanent barbecues, flag poles, outside lights, satellite dishes, solar panels, wind vanes, external air conditioning equipment, water softeners, etc. All improvements require approval by the Architectural Committee.

1.6 “*Owner*” shall be interchangeable with “*Member*” and shall mean any person, firm, corporation or other legal entity in which title to real property subject to the Declaration is vested, but excluding those having such an interest merely as security for the performance of an obligation.

1.7 “*Perimeter Area*” shall mean that portion of each lot bordering the Lake which extends from the water’s edge (when the water is at the top of the dam, i.e., 870 feet above sea level, also known as the high water line) landward to a line parallel and twenty-four inches (24”) from the water’s edge.

1.8 “*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, (818) 889-5377.

1.9 “*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 walls, extending to the front and back face of the house.

1.10 “*Rear Yard*” shall be defined as that area on the Lake frontage that is within the sloping portion of the lot lying between the level building pad as originally graded and the lakeshore. In no case shall this yard be less than twenty percent (20%) of the depth of the lot or twenty feet (20’), whichever is greater.

1.11 “*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, shall also be considered a Construction Site and subject to the rules and restrictions listed in Section 6.

SECTION 2

APPLICATION REQUIREMENTS

2.1 Application Required for All Improvements. If you plan to add, change, modify or alter any part of your property which is visible from a neighboring property, the street, or the Lake, you must submit an application with three (3) sets of professionally prepared plans along with appropriate fees and deposits (see attached fee schedule). Applications may be obtained from the Guardhouse; The Emmons Company at One Boardwalk, Suite 102, Thousand Oaks, California 91360, (805) 413-1170; or on-line at the Westlake Island website at www.westlakeisland.com.

2.2 Application Required for Maintenance. Repairs and routine maintenance, which do not alter the appearance of existing structures, still require an application, with a refundable clean up deposit. Major repairs or complete replacement of a structure requires an application and conformity to current architectural standards.

2.3 Applications at Guardhouse. Applications are available at the Guardhouse, The Emmons Company, and on-line at the Westlake Island website.

2.4 Application Fee. No application or plan will be processed without an application fee provided for in the schedule of fees. The application fee covers the cost of reviewing your plans by the Committee and the Association's architect and is non-refundable.

2.5 Deposit. Owners must provide the Association with a deposit prior to the commencement of any remodeling 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 the Association's Architectural Rules and there is no damage to the 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 special assess the Owner for the difference. Deposits will be refunded if the project is disapproved.

2.6 Submit 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 Emmons Company, One Boardwalk, Suite 102, Thousand Oaks, California 91360, (805) 413-1170. The Committee meets on the 1st and 3rd Wednesday of each month.

2.7 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 reject the plans or require revisions. The Committee will make every effort to review all applications within 30 days from date of submission.

2.8 Architectural Approval Before Submission to City. All plans must have Committee approval before being submitted to the City of Westlake Village or Thousand Oaks for review. *Do not schedule your contractors before your plans are approved!*

2.9 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.* View from the water is important as well as views from neighboring properties and view from the street.

2.10 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 be expected to diligently proceed with the work so that all work is completed in a reasonable time frame. If requested, reasonable extensions may be granted by the Architectural Committee for delays caused by fires, rains or other 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 at a reasonable pace.

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

- a. *Plot Plan.* 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), etc. Note: Existing improvements must be marked as "existing" and house locations on adjacent properties must be shown on the drawing.
- b. *Floor Plans.* Floor plans must be drawn to a scale of $1/4'' = 1'$, showing overall dimensions and area of building in square feet.
- c. *Roof Plans.* The roof plan must indicate the pitch and roof materials.
- d. *Exterior Elevations.* Plans must show exterior elevations at a scale of $1/4'' = 1'$, showing doors and windows and indicating all materials used on exterior, including planters, gates, chimneys and fences. Indicate roof pitch and height

above natural grade at highest point above referenced grade. Also, indicate height of wall at zero lot line above adjacent grade.

- e. *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, planters, walks, etc. 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.
- f. *Professionally Prepared.* Plans must be professionally prepared, and any major remodel or new home project must include colored renderings with plan submittal.

2.12 Landscape Plans. Three (3) sets of landscape plans may be submitted with working drawings, specifications and colors. Plans must be drawn to scale of $\frac{1}{4}'' = 1'$ and contain the following information: (i) plant species (common names), (ii) placement (note existing structures, trees, shrubbery and improvements as “existing”), (iii) sizes, i.e., 5 gallon, 24” box, etc., and (iv) any other landscape detail that does not appear on the architectural plans. Trees with an expansive root system are not allowed in side yards near the privacy wall because the roots could damage the foundation. Palm trees, all species including Sejo Palm, are prohibited in rear yards. Pre-approved trees for rear yard landscaping are Birch, Pine, Sycamore and Willow. Plans submitted for complete new landscape, whether new construction, remodel, or new landscape only, must show a minimum of one 24-inch box tree in the rear and one in the front.

2.13 Engineering and Code Requirements. Plans and specifications approved by the Architectural Committee are not approved for engineering design or zoning and building code specifications. Owners submitting plans for review by the Committee assume full responsibility and liability for ensuring compliance with applicable zoning and building codes, ordinances and specifications. The Architectural Committee only approves or rejects submittals in keeping with the aesthetic value of the Island and conformance with these Architectural Rules.

2.14 Building Permits Do Not Constitute Approval. Despite any approvals given by the Architectural Committee, the Owner must separately obtain all appropriate building permits from the cities of Westlake Village and/or Thousand Oaks. However, 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 governing statutes—these are two separate procedures and both must be conformed to.

2.15 Contractor Assistance. A contractor and/or architect may accompany an Owner to an Architectural Committee meeting upon scheduling with the Committee to assist the Owner if the Owner so desires.

2.16 Conflicts of Interest. Any Architectural Committee Member or Board Member who is deemed to have a personal interest in a submission cannot take any part in the decision-

making process. Furthermore, any comments by a Committee Member or Board Member outside a formal meeting will not be construed as an approval.

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 Architectural Committee, (ii) the work has not received appropriate governmental approvals, or (iii) the Architectural Committee determines that such work will be significantly adverse to the interests of the Association.

2.18 Deviations from Rules. The Architectural Committee reserves the right to grant certain deviations from the Architectural Rules. However, such deviations do not constitute a waiver of any Rule nor does it entitle any subsequent application to make nonconforming improvements.

2.19 Amendments to Rules. The Architectural Committee has the right to amend these Architectural Rules at any time without prior notice. Such amendments shall be binding. As a result, you must contact the Architectural Committee to obtain the most recent Rules.

2.20 Ratification by Board of Directors. The Board of Directors, which reserves the right to amend or deny the approval, ratifies all plans approved by the Architectural Committee.

2.21 Account in Good Standing. If the residents account is past due over 30 days, then the Board of Directors, at their discretion, may prevent access to the Construction Site for all construction, landscape, or delivery activities until the account is brought current.

SECTION 3
REQUIREMENTS AFTER APPROVAL

3.1 No Construction Without Approval. Final working drawing 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 approval can result in significant fines, loss of gate privileges (i.e., construction workers and materials will be turned away at the gate), and legal action.

3.2 Approval and Building Permits Must Be Posted. The approved architectural submittal form as well as all applicable permits must be posted on the premises at all times and made available to any committee or board member or other interested parties.

3.3 Approval Conditioned on Signed Construction Agreement. All approvals shall be conditioned on the signing of a construction agreement provided by the Committee. Failure to sign the agreement prior to commencement of construction shall render the approval null and void.

3.4 Approval Lapses After Six Months. All final approvals of plans for new work or alterations to existing structures shall be 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, the approval automatically lapses and plans must be resubmitted for approval.

3.5 Notice of Completion. When the work 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 are limited to the Owner's lot. It is the Owner's responsibility to verify the location of his or her lot lines and to observe all appropriate set backs as well as 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 governing 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 common areas or to the separate interests or personal property of others is the Owner's responsibility. If the damage is not repaired in a timely manner, the Association has the right to make the repairs and specially assess the Owner and/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 the CC&R's or by law.

4.4 Inspections. The Architectural Committee has the right to periodically inspect the work 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 his duty to comply with the (i) CC&R's, (ii) plans approved by the Architectural Committee, and (iii) all applicable building and fire codes.

4.5 Insurance. Homeowner is responsible to ensure that all contractors and subcontractors are licensed and carry appropriate amounts of Worker's Compensation Insurance, General Liability and Property Damage Insurance.

4.6 Indemnity. The consent of the Architectural Committee to improvements shall not give rise to any liability on the part of the Association, the Architectural Committee, or its representatives.

4.7 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, drawing 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 any right to approve or withhold approval any similar plan, drawing, specification or matter subsequently submitted for approval.

4.8 Waiver of Liability. Neither the Committee nor the Association or its officers, directors, agents or employees shall be liable for any damage, loss, or prejudice suffered or

claimed on account of (i) the approval or disapproval of any plans, drawings, and specifications, whether or not defective, (ii) the construction or performance of any work, whether on not pursuant to approved plans, drawing and specifications, (iii) the development of any property within the project, or (iv) the execution and filings of Notice of Non-Compliance.

SECTION 5
ARCHITECTURAL RESTRICTIONS

5.1 Air Conditioning Units. Location of air conditioning units and condensers shall be approved by the Architectural Committee. Size and height of units should be shown on elevation drawings. Window units are not allowed. Air conditioning units must be installed where they are not visible from neighboring properties, street, or Lake, and that noise and vibrations 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 and/or landscaping. Air conditioning units shall not be placed on roofs unless approved by the Committee and shall not be visible from neighboring properties, streets or the Lake.

5.2 Alteration of Common Area. No Owner shall, whether at his or her own expense or otherwise, do, make or suffer any alteration, addition or modification to any portion of the Common Areas.

5.3 Antennas (Radio and TV). Any antenna that is visible from neighboring property, the street or the Lake is prohibited.

5.4 Awnings. Retractable canvas 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 are not allowed, nor is reflective/mirror tinting.

5.5 Boat Docks. Installation of or alteration to boat docks do not require the approval of the Island's Architectural Committee. However, they do require the approval of the Westlake Lake Management Association ("WLMA").

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:

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") in height. Fencing may be installed after September 15th. These fences must be removed by May 1st of the following year and stored out of sight.

Year-round :

Electric fences may be installed in the rear yard along both the shoreline and property line. Wires shall be mounted on green or dark color posts not to exceed 14 inches 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, but one strand has been shown to be effective. No application or fee is required for installation of a coot fence; however, the Architectural Committee may require the removal of any fence not in conformance with the standards listed above.

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

- a. *Ground Level Rear Decks.* No deck or any other improvement other than landscaping or walkways approved by the Architectural Committee shall be constructed closer than 12 feet 6 inches (12'6") from the back of the gunite shoreline closest to the top of slope, nor should they occupy more than 40% of the slope area. Decks on the property line shall not be allowed to extend beyond the top of slope as originally graded more than five feet (5') before stepping away from the side lot line one foot for each foot of depth to deck (45 degree angle). ***Please refer to page 28 titled "Exhibit A" for example.*** If the top of slope cannot be clearly defined, then decks shall not be allowed to extend beyond the back of a house more than five feet (5') before stepping away from the side lot line one foot for each foot of depth to the deck. All below-deck framing, foundations, etc. shall be hidden from view by landscaping and/or other suitable screening.

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

5.9 Fencing, Walls and Hedges.

- a. 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 buildable pad area and is limited to six feet (6') in height. Side lot-fencing, walls, bushes and hedges from the top of the slope to the water and all waterfront fencing, walls, bushes and hedges are prohibited. Walls or fences separating properties shall not extend into the required front yard setback.
- b. Zero lot line walls. A "zero lot line wall" is the exterior wall of a house located on the side yard property line. 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. The wall is to be painted the color of the owner's house or the color of the immediate neighbor's house. Painting is allowed only with neighbor's permission. Affixing anything to the neighbor's zero lot line wall is prohibited.

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 generally prohibited unless they are gas-fired and an integral part built into the rear wall of the house. An exception to this prohibition may be granted if the fireplace meets the following conditions:

- It does not have a chimney or flue;
- Its overall height is no more than 48 inches above the patio;
- Its width is no more than 60 inches; and
- 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 is required to 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 parking spaces.

- a. *Carports*. Carports are not permitted.
- b. *Straight in Driveways*. Garages may not be closer than twenty feet (20') from the back of the sidewalk.
- c. *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 from the street.
- d. *Driveway Gates*. Where driveway entrance gates are to be installed, they must be at least twenty feet (20') back from the back of the sidewalk and not block the neighbors' view.
- e. *Walls and Shrubbery*. No wall, structure or shrubbery shall be constructed within 9 feet of the property line measured from the back of the sidewalk. Shrubbery bordering a driveway shall not exceed 36 inches in height and shall not restrict the driver's vision.

5.14 Landscaping. Every site on which improvements have been made shall be landscaped according to approved plans and maintained thereafter in a well-kept condition. Landscaping 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.

- a. *Lakeside Groundcover*. Rear yard (lakeside) landscaping design shall not deviate from the established standard of Westlake Island. Grass or a grass substitute must cover at least 50 percent of the landscaped area in the rear yard and is the only groundcover 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 shoreline.

- b. Artificial turf: The applications for the use of artificial turf will be reviewed on a case-by-case basis with restrictions as noted under Designs and/or sample criteria below. In addition, the following information is to be submitted with each application:

1. A scaled plan of the entire site noting the existing lawn and planting in relation to the area proposed for artificial turf
2. A brochure of the proposed product, along with a sample of the actual turf and a description of the installation process
3. Photos of the proposed area that correspond to the plan
4. Square footage calculation for the total landscape area along with the proposed square footage of artificial turf and remaining planter areas. Please note: in the rear yard artificial turf cannot exceed 50% of the total landscape area.

Design and/or sample criteria:

1. Plan must show the form of delineation between adjacent yards, either a low-lying planter (not to exceed 18 inches in height) or bender board maximum 1.5 inch tall.
2. Front and rear yards that do not currently have a tree must include a tree in the plan (see tree section below).
3. Turf sample must include thatching or secondary brown fibers to give it a more real appearance.
4. Turf blade length must be long enough to resemble natural grass (at least 1 and 5/8 inch, 80 ounce weight)

Homeowner shall be required to maintain the artificial turf in an attractive condition and repair or replace as necessary due to aging and/or deterioration. All turf samples are subject to approval by Architectural Committee, and as with all plans must then be ratified by the Board of Directors.

c. Trees:

1. *No Palm Trees.* All species of palm trees, including Sago Palms are not permitted on the lakeside of properties unless on rear yard decks in planters. Palm trees in permanent, in-ground planters are not permitted.
2. Trees in the rear yard must be planted within the continuation of the 45-degree area of the deck (see 5.7a), which equates to the middle 1/3 of the backyard.
3. All rear and front yards must contain at least one tree each.
4. *Pre-Approved Trees.* Trees with an expansive root system are not allowed in side yards near the privacy 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 Pine, Sycamore, Willow, Carrotwood, Arbutus, Olive and Crepe Myrtle. Other trees may be approved by specific request to the

Architectural Committee. Trees must be a minimum 24-inch box. Root barriers should be used for all trees planted near foundations, patios or sidewalk areas.

5. *Tree Removal/Trimming.* No living tree, except trees that are located in the side yard as defined in Section One, having a height of eight feet (8') or more may be, destroyed or removed from any lot without the express written approval of the Architectural Committee. Removal without Committee approval can result in a \$500.00 fine and installation of a replacement tree at the Owner's expense of similar size and type. If all trees are removed from a front or rear yard at least one in each area must be replaced with a minimum 24-inch box tree, which has been approved (see above for placement of rear yard trees). All tree removal must include stump and root removal as well. Healthy trees (or those that appear to be healthy) may not be removed unless a report is provide by a licensed and certified 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.

- d. Front yard: As stated in 5.14c.3 all front yards must contain a tree. Citrus trees (no fruit trees) are permitted in front yards only after one 24 inch box non-citrus tree has been planted. Palm trees are permitted in front yards only. Grass or grass substitute (for example succulent ground cover) or other low laying plants must make up at least 50% of the plantable area of the front yard. Under no circumstances shall the area of wood mulch and/or rocks exceed 30% of the plantable area when newly planted. Plantable area does not include sidewalks, pathways 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 not exceed 10 inches in height.
- e. Corner Lots Side yards: hedges and walls are allowed but walls must be setback 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.
- f. Artificial plants or flowers are prohibited.

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 towards the Lake or a neighboring yard. At no time may the sound from the speakers be louder than normal conversation or be considered a nuisance to surrounding homes.

5.18 Painting. Bright colors are discouraged. Approved additions and alterations to the exterior of structures shall be painted to match the colors or the existing structure. Cleaning of brushes, rollers, spray guns, or any other equipment used for painting which results in residue entering the street gutters or sewers of Westlake Island is prohibited. Failure to properly dispose of paint residue and any contamination of the gutters or sewers may result in a fine of \$500 per occurrence.

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

5.20 Playground Equipment. No playground equipment is permitted on decks or in the rear yard. However, it is permissible to install such equipment in the side yard as long as it is not visible from the street or lake.

5.21 Portable Basketball Post and Backboard. Portable basketball posts and backboards must be stored out of sight at night and when not in use. Permanent backboards are not allowed.

5.22 Pools. Swimming pools shall meet all the requirements for ground level rear decks including setbacks from the water line, side lot lines and extensions over the top of slope. Pool decks shall be set as low on the slope as possible.

- a. *Pool Fencing.* All pools 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 six feet (6’) above the adjacent grade or pool deck. No pool fencing shall be permitted within the slope area of the lot except that which is located on the pool deck.
- b. *Pool Equipment.* Pool equipment shall be located and screened so that it will not be visible from neighboring properties, the street or the Lake. The Committee may require sound baffling around the equipment should it be deemed necessary to dampen sound resulting from equipment operation or vibration. Time clocks to regulate pool equipment shall be set so that no equipment, motors, etc. are operating after 10:00 p.m. or before 8:00 a.m.
- c. *Inspection Before Concrete Poured.* The Architectural Committee may require an on-site inspection prior to pouring of footings or guniting. The Committee may require an inspection of the location of forms and to check the setback.

5.23 Restricted Construction in Flood Hazard Area. No habitable structure may be constructed or maintained within the Flood Hazard Area. The Flood Hazard Area consists of that area within each lot between the highest water line of the Lake and a line parallel to and 24 feet inland from the high water line. All new residences, additions and/or 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/or other approved landscaping and recreational uses may be constructed in the Flood Hazard Area, 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 24 inches in diameter are prohibited. Satellite dishes 24 inches or smaller are permitted, in a location preapproved by a committee member. They are to be placed in the least intrusive or 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 neighboring property, the street or the Lake. Satellite dishes installed without prior approval may require relocation to an approved location at the owner’s expense.

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

- a. *Front Yard.* Any component of the first floor structure may not be closer than ten feet (10’) from the back of the sidewalk. Any planters within this area may not exceed 12 inches in height and 24 inches in depth overall. 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.
- b. *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 buildable pad within ten feet (10’) of the side property line, provided that 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. 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’).
1. Homes with a zero lot line: Any component of the second floor structure vertical wall on the zero lot 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 sideyard may extend up to 4 feet from the main structure but at no time may they be closer than 6 feet from the property line.

2. Homes with no zero lot line: Any component of the ground floor 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.
- c. *Rear Yard.* Rear yard shall be defined as that area on the Lake frontage that is within the sloping portion of the lot lying between the level building pad as originally graded and the lakeshore. In no case shall this yard be less than twenty percent (20%) of the depth of the lot or twenty feet (20'), whichever is greater.
- d. *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.
- e. *Overall Height.* The overall height of the residence from the building pad to the highest point of the house, which includes chimneys, or any component of the house, shall not exceed twenty eight feet (28').

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 Office. No work shall commence until plans have been approved in writing by both entities. Each Member whose lot abuts the Lake is required to immediately repair any erosion to the shoreline abutting his or her 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 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 governing codes and standards. 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 street, greenbelts, the Lake, or other frequently used common areas. No trees may be removed to provide additional sun coverage for solar panels without the express written approval of the Architectural Committee. Any tree removal which is desired at the time of installation must be so noted on the plans when submitted for approval. All pipes/conduits leading to and from solar panels shall be framed in and enclosed. Owners shall submit a detailed plan with the total installation to scale, including all existing pipes, vents, chimneys and auxiliary structures. Note: The approval and acceptance of these proposed installations by the Architectural Committee is subject to Owner obtaining all proper city permits.

5.30 Spas. All spas, whether in ground or premanufactured, shall meet all the requirements for ground level rear decks including setbacks from the water line, side lot lines and extensions over top of slope. All spas shall be fenced with code compliant fencing not to exceed six feet (6') above the adjacent grade or spa deck. No spa fencing shall be permitted within the slope area of the lot except that which is located on the spa deck. Spa equipment shall

be located and screened so as not to 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 resulting from equipment operation or vibration. Time clocks to regulate spa equipment shall be set so that no equipment, motors, etc. are operating after 10:00 p.m. or before 8:00 a.m.

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

5.32 Trash Enclosures/Containers. Trash enclosures or containers are prohibited in the front yard and from being visible from a neighboring property, the street or the Lake.

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

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

5.35 Window Tinting. Windows may be tinted. However, no reflective materials may be used.

SECTION 6 RESTRICTIONS ON CONSTRUCTION

6.1 Working Without Approval. Vendors attempting to do exterior work that has not been approved by the Architectural Committee will be denied access until the owner files the appropriate application, pays the corresponding fees and receives approval. A fine of up to three times the application fee schedule may be assessed should work proceed without approval

6.2 Construction Hours (Construction Sites). Approved construction hours are limited to Monday through Friday 7:00 a.m. to 5:00 p.m. No construction access is permitted on Saturday, Sunday or the following holidays: New Year's Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas. No deliveries including trash or storage bins are permitted outside of the approved construction hours. No construction or vendor services may obstruct the public right of way.

6.3 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. Saturday exterior services are limited to light gardening (no power tools are permitted on Saturday), pool maintenance and insect extermination. The following interior activities may be 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; plumbing and electrical; etc. 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.

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

6.5 Emergency Repairs. Owners must notify the guards when an emergency repair such as plumbing or utilities is required during off hours or on Sunday. Unusual requests for emergency repairs will be evaluated and approved by the Westlake Island Board.

6.6 Construction Debris. Trades people and residents are prohibited from sweeping, blowing or washing construction debris, oils, repair residue or any toxic or poisonous 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 cover must be placed on the street and sidewalk areas whenever dirt, sod, sand, cement or any other materials are used. Whenever possible, the owner's driveway rather than the street should be used for mixing materials. Any spills on the Association's 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 all 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 5pm on the day of the spill**, the Westlake Island Association has the right to clean up the spill without permission from the Owner.

6.7 Trash Bins. The project must be kept neat and clean and all trash and debris must be carried off site on a regular basis (no less than once per week) at Owner's sole cost and expense. Dumpsters shall be required on all major remodels and roof replacements and must 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 of the trash bin to prevent damage to the street. In the event of damage to the street or sidewalks, the Owner shall be responsible for the cost of all repairs.

6.8 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 contractors and their subcontractors, including redi-mix truck operators, do not allow any mixture containing cement to enter the Lake. Cleaning of concrete or cement handling tools or equipment which results in residue entering the street gutters or sewers of Westlake Island is prohibited. **OWNER IS RESPONSIBLE FOR INSURING THAT SOME TYPE OF 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, NOR CAN IT 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 may result in a \$1,000.00 fine per incident against the Owner.

6.9 Protection of Street and Sidewalk. A plastic tarp or similar protective material must be placed on the driveway, street or sidewalk whenever dirt, rock, sand, cement, mortar or other material is delivered or mixed for a project. Whenever possible, the Owner's driveway must be used for such work.

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 for their own security for their work sites, and each bears the risk of loss for any theft which may occur on the sites. All construction sites must have a privacy fence at the property line(s).

6.12 Temporary Occupancy. No trailer, tent, shack, garage or barn and no temporary building or structure of any kind shall be used at any time for a residence, or construction office, during construction.

6.13 Contractor Signs. Contractors may display stake signs not exceeding three square feet in size during construction, remodeling or major repair (roof, landscaping, painting, and concrete, etc.). Signs must be removed at the completion of the job. Contractors must display work site rules, a list of which is available from the Emmons Company.

6.14 Hydrant Hoses. Owners are prohibited from using the Association's fire hydrants for any reason.

6.15 Utility Lines. Requests for additional utility lines that require a cut to streets or concrete walks must first be coordinated with The Emmons Company (805) 413-1170.

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

6.17 Street Maintenance. Damage to the Association's streets must be repaired in a timely fashion to the street's original condition or better. Any sand, dirt, etc. due to construction activity 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 work, i.e. construction, repairs, maintenance, on Westlake Island must comply with the Association's Architectural Rules. The Owner shall be responsible for any Architectural violations committed on his or her lot. The Association reserves the right to exclude any vendor or service person from entry if such person continues in violation.

7.2 Complaints Must Be in Writing. Residents may file written complaints with the Architectural Committee if they believe any member of the Association has violated the Island's Architectural Rules. Complaint forms are available at the guardhouse or at The Emmons Company at (805) 413-1170. Forms must be signed by the person lodging the complaint. Upon receipt of the complaint, the Architectural Committee will inspect the alleged violation and take appropriate action.

7.3 Complaints Available for Viewing. Owners shall have the right to view complaints on file with the Association, but only if the complaints pertain to the Owner.

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

- a. *Monetary Penalties.* Subject to the hearing procedures described below, violations of the Architectural Rules may result in a daily fine against an Owner until such time as the violation is corrected. Such fines shall constitute a special assessment against the Owner and are due within thirty (30) days of the issuance of the ruling. Depending on the severity and frequency of the violation, fines may vary from \$200.00 to \$1,000.00 per violation. The Board, at its discretion, may direct that an Owner's deposit be applied toward the payment of any monetary penalty. Should violations continue beyond the hearing date, the Board, at its discretion, may elect to triple the fines for each subsequent violation.
- b. *Suspension of Construction.* Working in violation of these Architectural Rules can result in immediate suspension of construction and the denial of entry onto the Island for construction workers.
- c. *Suspension of Privileges.* Membership privileges of an Owner and/or resident may be suspended. The suspension of privileges shall include but not be limited to the following:
 - i. *Loss of Street Parking Privileges.* Resident will not be able to park on the Association's streets for a fixed period of time. The resident's cars must be parked in the garage, the driveway or, if there is no room, off site. Failure to comply will result in the towing of the vehicle.

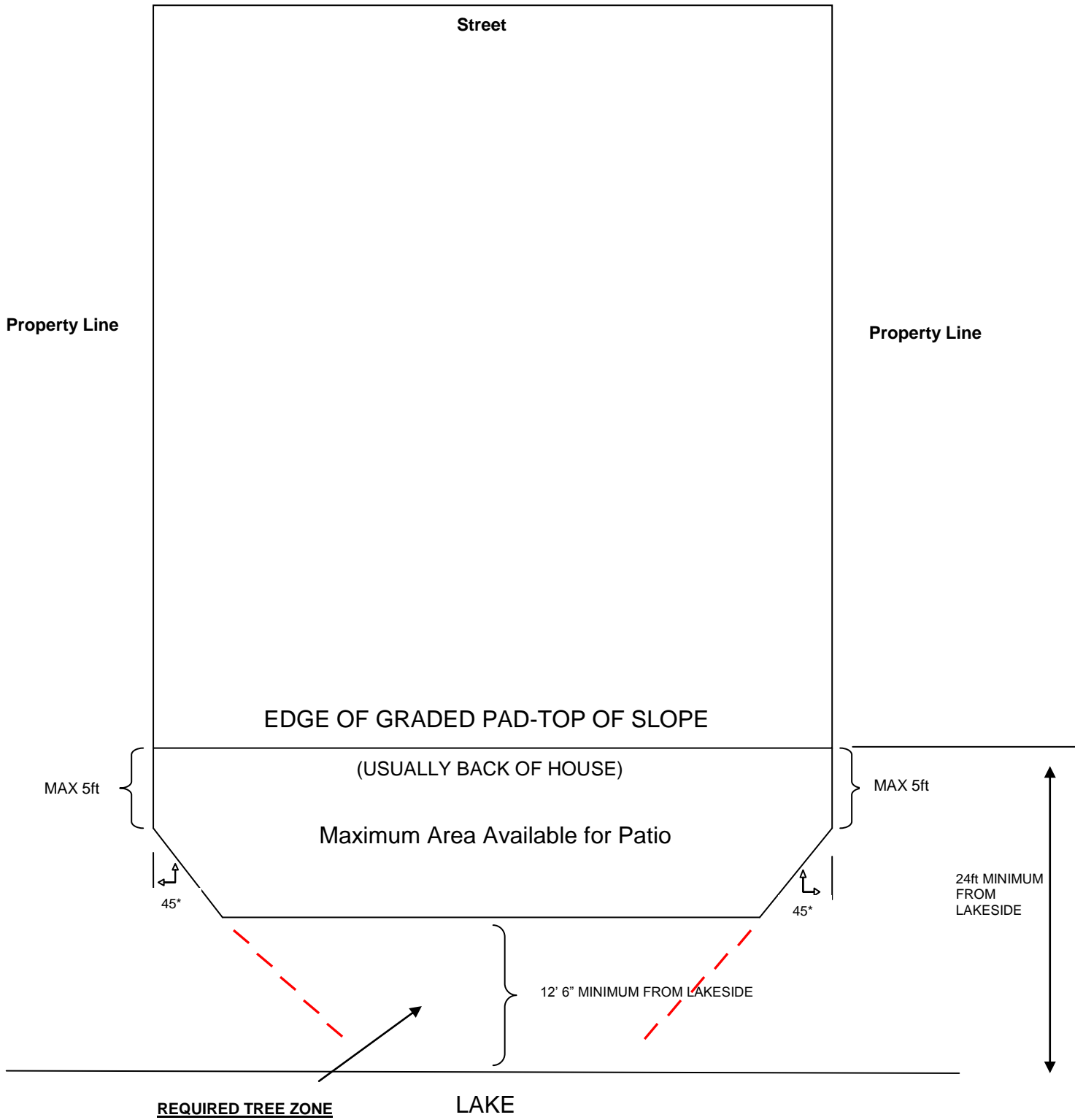
- ii. *Loss of Entry Gate Privileges.* The resident will be ‘red carded’ at the gate which means all guests, invitees, agents, employees and vendors will be turned away from the gate and told to contact the resident so the resident can meet the guest at the gate and escort the guest onto the Island.
- iii. *Vehicle Decals.* No new vehicle decals will be issued to the resident or his or her family until the cause of the suspension has been cured.
- d. *Publishing of Names.* The names of residents who are in violation of the Architectural Rules may be published to the membership.
- e. *Judicial Enforcement.* The Association may take legal action for damages and/or injunctive relief.
- f. *Recording Notice of Non-Compliance.* A “Notice of Non-Compliance” may be recorded against the lot identifying the non-complying improvement or repairs and setting forth the basis for 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:

- a. *Warning Notice.* Except where health and/or safety of persons or property are endangered, a warning will be issued prior to the sending of any hearing notice.
- b. *Notice.* Notice shall be given by certified mail-return receipt requested and followed by prepaid first-class mail to the most recent address of the Owner as shown in the Association’s records. This notice will describe the nature of the violation; the proposed penalty; the date and location of a hearing; the Owner’s right to present evidence in his or her defense; and the Owner’s right to representation. Such notice shall be given by mail at least twenty (20) days before the proposed date of the hearing.
- c. *Hearing.* The homeowner 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.
- d. *Notice of Decision.* After the conclusion of the hearing, the Board shall give notice of its decision by mail within 15 days, which notice shall specify the Architectural Rule violated and the penalty imposed.
- e. *Correction of Violation.* If the violation is corrected prior to the hearing date, the hearing will be discontinued.

7.6 Attorneys’ Fees. If the Association is required to take legal action to enforce the Architectural Rules against an Owner, that Owner will be assessed for all attorneys’ fees and costs incurred by the Association.

“EXHIBIT A”



FEE SCHEDULE

Application fees are payable to Westlake Island P.O.A. **Deposits** are payable to Westlake Island Architectural Committee. Please write two separate checks and submit both checks and two copies of the Architectural Request Form to The Emmons Company, One Boardwalk, Suite 102, Thousand Oaks, CA 91360.

Application	Fee	Deposit
Repairs and Routine Maintenance	\$0	150*
(No change in appearance, footprint or color)		*(Concrete, stucco & masonry only)
Major Additions & Remodels	\$1,000	\$1,000
Additional changes submitted	\$50	
Minor Additions & Remodels	\$500	\$600
Additional changes submitted	\$50	
Masonry, Stucco or Cement Work (Decks, walkways and driveways)	\$200	\$450
Pool	\$200	\$450
Roof	\$50	\$150
Exterior Paint	\$50	\$150
Landscaping	\$50	\$150
Tree Removal	\$50	\$150
Jacuzzi/Spa	\$75	\$150
Solar Installations	\$50	\$150
Satellite Dish	\$30	\$0
Miscellaneous/Minor Work (Not covered above)	\$30	\$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.

WESTLAKE ISLAND CONSTRUCTION/REMODELING AGREEMENT

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

_____ (“Owner”).

Owner is a member of the Association and wishes to improve his or her 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 permit Owner use of its private streets 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 only make improvements or repairs (“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 \$_____ (“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 rules and regulations and there is no damage to the 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 agrees to assume full responsibility for any damage to other lots and their improvements, as well as the common areas, and to personal property of the Association caused by Owner or Owner’s family, subcontractors, agents, employees or invitees. If the damage is not repaired in a timely manner, Owner agrees the Association has the right to make the repairs and specially assess Owner for the cost of these repairs, or deduct the amount from the Deposit, and/or 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/or utilize any other remedy provided for in this Agreement, in the 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 agrees to 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 and/or neighbors.

7. Security. Owner agrees to provide security for the work sites and agrees to bear the risk of loss for any theft which may occur. Owner agrees to provide the guardhouse with a list of those vehicles and subcontracting companies 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 premises by 5:00pm.No construction is permitted on Saturday, Sunday or the following holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas.

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 sole cost and expense. Sweeping, blowing or washing construction debris, oils, repair residue or any toxic or poisonous material into the street, gutters, or anywhere else 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.

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 used. Failure to do so will result in a \$400.00 fine per incident. Whenever possible, Owner's driveway rather than the street must be used for mixing materials.

11. Trash Bins. Plywood MUST be placed under the wheels of trash bins to prevent damage to the street. Failure to do so will result in a \$400.00 fine per incident 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 (roof, landscaping, painting, concrete, etc.). Signs must be removed at the completion of the job. There shall be a \$400.00 fine per day until the violation is corrected.

13. Construction Hazards. Appropriate barriers are required for all construction hazards. There shall be a \$500.00 fine per violation per day until the violation is corrected.

14. Cement Work. OWNER IS RESPONSIBLE FOR INSURING THAT SOME TYPE OF 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, NOR CAN IT 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. Either of the following procedures is recommended for cleaning ready-mix delivery chutes, mortar mixers or workers' tools:

15. Approval for Pouring of Concrete. Once the forms for concrete are in place, the Owner will notify a member of the Architectural Committee and obtain approval before any concrete is poured.

16. No Open Fires. Fires are prohibited at all times, even in instances where they are protected by 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 on Association property.
- 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.
- 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. *Speed Limit.* The speed limit on the Island is 25 miles per hour.

18. Street Maintenance. Damage to the Association's streets must be repaired in a timely fashion to the street's original condition or better. Accumulation of sand, dirt, etc., due to construction activity must be removed promptly by Owner as needed. 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 such vehicles shall be on 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.

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 indemnify, hold harmless, and defend the Association and individual 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 fires, rains 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 begin to accrue at the rate of \$600.00 per day until the work is completed.

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

23. Obligation to Obey Governing Authorities. This Agreement in no way relieves the Owner from complying with the Association's governing documents as well as all governmental and quasi-governmental statutes, ordinances, and regulations.

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

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

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

27. Alternate Dispute Resolution. Except for injunctive relief, any dispute arising out of this Agreement shall be resolved by final and binding arbitration before a retired Superior Court judge ("Arbitrator"). The trial shall be commenced, if possible, within six (6) months from the date the matter has been submitted to the Arbitrator. The parties shall be entitled to only such discovery as is permitted by Section 1283.05 of the Code of Civil Procedure. Should any party refuse to or neglect to appear or participate in the arbitration proceedings, the Arbitrator shall decide the controversy in accordance with whatever evidence is presented. The fees necessary to initiate the arbitration shall be remitted by the requesting party. The prevailing party shall be entitled to reasonable attorney's fees and costs plus interest at the highest rate permitted by law as of the date of the breach. 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 provisions 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. Entire Agreement. This Agreement constitutes the entire agreement between the parties 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

_____ Date _____

WESTLAKE ISLAND PROPERTY OWNERS ASSOCIATION

By: _____ Date _____