

**WESTLAKE ISLAND
PROPERTY OWNERS ASSOCIATION
RULES AND REGULATIONS**

Revised December 17, 2020

IMPORTANT NUMBERS

Emergency Fire and Police.....911
Guardhouse Telephone (805) 495-7411
Guardhouse FAX (805) 495-7433
Los Angeles County Sheriff (818) 878-1808
Los Angeles County Fire (818) 889-1626
Thousand Oaks Police (805) 494-8200
Ventura County Fire (805) 384-1500
Animal Control & Licensing (818) 991-0071
(Westlake and Thousand Oaks)
Ventura County Humane Society (805) 646-6505
LA County Humane Society (213) 730-5300

Westlake Lake Management (818) 889-5377
The Emmons Company.....(805) 413-1170

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Westlake Island

Rules and Regulations

Westlake Island is a special place to live. In order to keep it that way, it is necessary for everyone - members, residents, the board, and management – to do their part in adhering to the Governing Documents which provide consistency and stability to the community. In order to protect the interests, safety, rights, and property values of its Members, the following Rules and Regulations (“Rules”) are adopted in accordance with Section 4340, et seq. of the Civil Code and the provisions of our Declaration of Covenants, Conditions and Restrictions (“Declaration”). The Rules are intended to supplement the Declaration, not to repeat or replace it. All members and residents should familiarize themselves with both documents so you know what is expected of you and in turn what you can expect of others.

SECTION 1

GENERAL RESTRICTIONS

- 1.1 **Antennas/Satellite Dishes.** If feasible, no antenna, satellite dish, wires, cable or telephone lines shall be constructed, placed or maintained for the transmission or reception of television, cable, or any other type of signal or transmission of electrical power if it is visible from the street, lake or neighboring property without the prior written approval of the Architectural Committee. An architectural application must be submitted and approved prior to the installation.
- 1.2 **Carpet Cleaning Service.** Residents shall ensure that their carpet cleaning services do not empty their tanks into the street because the runoff drains into the lake. However, they may empty their tanks onto the residents’ lawn. No carpet cleaning services are permitted on Saturday, Sunday or Island Holidays as defined in Section 6.3.
- 1.3 **Clothes Drying.** Exterior clotheslines or other outside clothes drying or airing facilities shall not be visible from the street, lake or neighboring property.
- 1.4 **Commercial Use Photography.** No Exterior or Common Area filming or photography (collectively “Filming”) for commercial use, except for the specific purpose of marketing a home, is allowed anywhere in the Development without the prior written approval of the Board, which may be given or withheld in the Board’s sole discretion. If approval is granted, it shall be the duty of the Owner to ensure that the Filming does not compromise safety, security or quiet enjoyment of any other resident. Owners are responsible for all violations of these Rules or the Governing Documents by any person affiliated with the Filming. Commercial Use photography includes, but is not limited to, images to be used in any publicity or advertising (other than the marketing of a home). It excludes anything related to use by newspaper or network news.

All requests for Filming must be submitted, in writing, a minimum of 14 calendar days prior to the first day of Filming. The request must be made on a form provided by the Association for this purpose, and the form must be fully completed. If the completed form is submitted is less than 14 calendar days before the first day of Filming, the request may be denied.

1.5 Electric Bug Lantern. Electric bug lanterns (zappers) may only be used on outside patios and must be turned off by 10:00 p.m.

1.6 Home Maintenance. Residents are required to keep their Lot and Home in good, neat, and attractive condition at all times. Concrete surfaces, walkways, and walls must be free of excessive cracks. Exterior paint and stucco surfaces must be kept in good condition and regularly painted. Roof tiles must be kept in good repair and damaged or missing tiles replaced with matching color and material immediately. Garage doors must close properly and kept in good repair. Docks must be maintained in good condition, kept properly afloat and free of excessive deposits.

1.7 Landscape Maintenance.

Lawns, shrubs, plants, trees, bushes or any other plantings must be trimmed and maintained regularly and kept in a neat and pleasing appearance. Dead or dying grass, dying or dried out plants, and trees are not allowed and will subject the owner to a fine, suspension of privileges or such other sanctions as are available under the Governing Documents and California law.

- a. **Walkway Encroachments.** No landscaping may be allowed to overhang or otherwise encroach on the sidewalk or other pedestrian walkways.
- b. **Fire Hydrants.** Areas around fire hydrants must be free of shrubs, bushes or other plantings so they are fully accessible to firefighters in the event of an emergency.
- c. **Trees.** Trees shall be trimmed to a minimum height of at least ten (10) feet above any sidewalk at all times. The planting of any trees with expansive root system is not allowed in the side yards near the privacy wall (zero lot line) since it is part of your neighbor's house and could cause damage to the foundation. Trees on the waterside are to be trimmed in order to preserve the view and prevent tree limbs and/or branches from hanging into the lake. No trees that are more than eight (8) feet in height can be removed without prior approval from the Architectural Committee. Trees located in the side yard do not require approval. Please refer to the Architectural Rules for further guidelines on tree removal and the filing of the appropriate forms. All roof surfaces shall be maintained free of substantial accumulation of leaves. Needles, twigs and any other combustible material. All trees must maintain at least a minimum of five (5) feet of vertical clearance between roof surfaces and portions of overhanging trees. No tree or brush clearance may be done by gas-powered equipment on red flag days when fire conditions are at their peak.

- d. **Gardening Debris.** Gardeners may not sweep, blow or wash grass clippings, garden 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.
- e. **Decorative Vines.** Residents are reminded that the zero-lot line wall that is parallel to many home entries is your neighbor's wall. Planting of decorative vines must have your neighbor's approval in writing submitted to the Association's management company.

1.8 Littering. Littering of any kind is strictly prohibited anywhere in the Common Areas, the Lake, or another owner's property.

1.9 Noise. No resident or guest may make or allow any noise which unreasonably disrupts the quiet enjoyment of other residents. Outdoor 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. Excessive noise from musical instruments is also not allowed.

1.10 Residential Use Only. No Owner shall permit his or her Lot or any portion thereof to be occupied or used for any purpose other than as a private single-family residence.

a. **Business Purposes.** However, residents may use their residence for limited home office business purposes if the business: (i) does not involve any advertisements to the public in which the address of the Lot or location of the Development is disclosed, (ii) does not result in clients or customers visiting the Development on a regular basis (iii) involve the manufacturing of a product, or (iv) does not involve deliveries to or pick-ups from the Development of mail or packages in a volume that is unusual for a private residence, and (v) is consistent with all zoning laws. In the event disagreement arises with respect to whether a certain use of the Lot falls within the scope of the "home office" exception permitted in this section, the subjective, good faith decision of the Board shall be final and binding. The Development and all Lots shall otherwise be used for residential purposes only.

1.11 Rubbish Removal. No resident may place or accumulate any rubbish in plain view of other residents except for the purpose of prompt garbage collection. Trash containers shall be placed at curbs in front of one's own house no earlier than 5:00 p.m. the day prior to collection day and shall be promptly removed during the day of collection. All residents must subscribe to a weekly trash service.

1.12 Signs. Commercial signs are never permitted anywhere on any Lot except as provided in Section 7. Non-commercial signs, posters, flags and banners are permitted only as permitted in Section 4710 of the Civil Code. Such signs and posters may be no larger than 9 square feet and flags and banners may not exceed 15 square feet. These items may be displayed from the yard of a Lot (no pole may be installed but a wood or metal post is permitted); or they may be displayed on a window, door, or

exterior wall or fence. Signs may be displayed up to 45 days prior and 7 days after the date of the General Election. One sign is permitted in the front and one in the back yard

- 1.13 Commercial Soliciting.** All forms of soliciting for commercial purposes are prohibited in the Community. This means that no one may knock on doors, stop residents in the street, distribute written information, pass out flyers or call residents for the purpose of disseminating commercial information or soliciting business.
- 1.14 Sober Living Facilities.** Unless the law mandates otherwise, no owner shall use their property, or allow it to be used, as a Sober Living Home, Drug or Alcohol Rehabilitation Home, or any similar or equivalent facility, for any reason or at any time.
- 1.15 Common Area Alterations and Tampering.** No portion of the Common Area may be altered, damaged, or tampered with by any Owner or his or her Residents or Guests. No Common Areas, including exits and entrances to the community, may be obstructed by an Owner for any reason. Tampering or adjusting of Common Area sprinklers, lighting, plumbing, or recreational facilities and equipment is prohibited.
- 1.16 Garage Sales.** Garage sales are prohibited.
- 1.17 Harassment.** Association employees and representatives must be treated with courtesy at all times. Owners and Residents are not permitted to harass any of the Association's officers, directors, employees, vendors, contractors or agents. Harassment includes, but is not limited to, verbal and physical abuse, stalking, threats, and persistent, excessive complaints and demands. If an Owner has a complaint about any such person, it should not be directed to the person but should instead be brought to the attention of the Association's management company in writing who will present the matter to the Board if appropriate. If the Complaint is about the Manager or a director, it should be sent to the President of the Association in writing. The Board will in each instance be the final arbiter of whether conduct in a specific instance constitutes harassment within the meaning of this section.

SECTION 2

SAFETY AND SECURITY

- 2.1 Westlake Island is not Crime-Free.** The Westlake Island Property Owners Association has limited resources and expertise, thus, despite the Association's reasonable efforts, Westlake Island is not free of crime or safety hazards. The Association's security personnel cannot completely control access to the Island since it is possible for people to enter the Island under false pretenses or to enter from the lake itself. Furthermore, there is nothing to prevent residents or individuals who access the Island by legitimate means from committing crimes. As a result, the Island *is not and can never be* crime free. Thus, you should NOT RELY on the Association's security personnel to protect you from loss or harm. Because the Island can never be fully secure, members and residents should provide their own security by taking common sense safety and security precautions such as: carrying insurance against loss; keeping your house and car doors locked; refusing to open your door to strangers; installing a peep hole in the front door; asking workmen for identification; installing a security system in your house; reporting anyone who looks suspicious to the gate guards, parking your vehicles in the garage, keeping the garage doors closed, padlocking your boat, etc.
- 2.2 Removal of Vehicle Transponders.** To limit unauthorized access to the Island, residents must immediately notify the Associations management company of any sale or transfer of ownership of any vehicle so that any Association affixed transponder can be deactivated.
- 2.3 Parties.** The Owner or resident tenant must be on the premises during any party or other event. If the quiet enjoyment of other residents is disrupted, the resident will be instructed to stop the disruption or to end the party. If the resident does not cooperate, the resident will be subject to fines and penalties and the Police will be notified.
- 2.4 Playing in the Streets.** The streets of Westlake Island are privately owned by the Association and are for vehicular traffic only. Sport activities are not allowed in the streets or common areas at any time. No structures or materials for sports activity are to be placed in the streets.
- 2.5 Graffiti.** Defacing signs, walls and other surfaces, graffiti, and vandalism of Common Areas or other Owners' Lots is strictly prohibited and is a crime as well as a violation of these Rules.
- 2.6 Process Servers.** By statute, the Association cannot prevent licensed process servers from entering Westlake Island. Furthermore, representatives of governmental agencies may also have the right to enter Westlake Island. As a result, the Association cannot, and will not shield residents from process servers or governmental agencies.

- 2.7 Cooperation with Governmental Agencies.** The Association shall comply with the laws enforced by the Cities of Westlake Village and Thousand Oaks and shall provide full cooperation with all governmental and public agencies.
- 2.8 Video Monitoring.** Westlake Island utilizes video and audio surveillance to ensure that we have knowledge of all vehicle and pedestrian traffic entering and exiting the Island.
- 2.9 Illegal Activities.** Owners and residents shall strictly comply with all federal, state and local statutes, ordinances and regulations.

SECTION 3

ENTRY GATE PROCEDURES

- 3.1 Vehicle Transponders.** To drive through the “resident entry” at the guardhouse, residents must have a valid transponder permanently affixed on the right headlight. To receive a transponder for your vehicle you must (i) submit a completed application along with any applicable fees, (ii) provide a copy of your vehicle registration, and (iii) be current in the payment of your assessments and charges. Residents whose owners are delinquent on assessment fees will be required to use the visitor’s entrance until fees are brought current.
- 3.2 Airport Shuttles, Taxis & Limousines.** Residents who utilize the services of an airport shuttle, taxi, limousine or other ride share services must enter the island on the Visitor side. To assist the guard in identifying you, you will be asked to give your name and call down number. Unauthorized vehicles attempting to use the Resident lane will be instructed to turn around and enter on the Visitor lane.
- 3.3 Notice of Guests.** All residents are responsible for advising the security guards in advance of any expected guests. The preferred and most reliable method of notification is by utilizing the GateKey Plus app or website. This approach permits the guards to clear your guests without delay. If more than five guests are expected, an alphabetical list of guests with the expected date and time of arrival must be delivered or faxed to the guardhouse at (805) 495-7433. You may also email your guest requests (with date and event time) to WLIgatehouse@masterprotection.net. Please allow several hours in advance of your event to allow the guards time to receive and update your guest list.
- 3.4 Notice of Parties.** Residents must give the security guards 48 hours advance notice of any party, event or gathering in which 10 or more guests are expected. The notice should be accompanied by an alphabetical list of the guests.
- 3.5 Notice of Deliveries.** Residents must notify the guards in advance whenever they expect a delivery, other than deliveries by US Mail, FedEx UPS, Amazon or other similar delivery services. If the delivery person arrives and the resident has not cleared them and the guard cannot reach the resident at home, the delivery person will be turned away. Note: The guards are prohibited from accepting packages, mail or any item for a resident either for delivery or pick-up. The preferred and most reliable method of notification is by utilizing the GateKey Plus app or website.
- 3.6 Notice of Services & Repairs.** Resident must notify the guards in advance of service or repair vendors. Regular services such as housecleaning, gardening, pool maintenance, etc., can be set up in advance by completing the resident card. If the resident does not provide advance clearance, or cannot be located, the service or repair person will be denied access. The preferred and most reliable method of notification is by utilizing the GateKey Plus app or website.

- 3.7 Residents Arriving in Non-Transponder Affixed Vehicles.** Residents arriving in a non-transponder affixed vehicle, whether it be a rental car or with a non-resident friend or family member, irrespective if that non-resident or family member is on the resident's permanent guest list, must use the Visitor lane as outlined in Section 3.2 above. However, if a Resident will be driving the rental car for a period of time, then they may ask for a Resident Pass at the Guard Gate which can be displayed on the rental car windshield and allow them to enter through the Resident lane.
- 3.8 Boats and Watercraft.** No watercraft of any kind (except for power boats that are being loaded or unloaded, or for storage in the garage) are allowed on the Island unless they have a valid WLMA license and a current certificate issued by WLMA that their boat or watercraft is free of any outside contaminants. The fine for violation of this rule is \$10,000.
- 3.9 Photo Identification.** All guests and vendors arriving on the Island shall be required to show a photo ID in order to access the community. Failure to show a valid photo ID will result in the vehicle being turned around until such time that the resident can be reached to verify the identity of the guest.
- 3.10 Guest Passes.** All guests are required to display their guest pass on their dashboard for all vehicles parked in the street.
- 3.11 No Open Gate Policy.** No non-resident may enter Westlake Island unless he or she has been approved for entry by a resident, either by leaving the guest's name with the guard at the gate, by putting the person on that home's permanent guest list, or by answering the phone when the guard calls upon arrival of the guest at the gate. Non-residents may not gain entrance simply to telling the guard the name and/or address of the person they want to visit. A valid photo I.D. is required at all times.

SECTION 4 VEHICLES AND PARKING

- 4.1 California Vehicle Code.** Any person operating a motor vehicle in Westlake Island must adhere to the provisions of the California Vehicle Code.
- 4.2 Suspension of Driving Privileges.** All streets on Westlake Island are private and visitors who fail to abide by the Island's driving and parking rules can be denied entry onto the Island. Residents who fail to abide by the Island's driving and parking rules can, in addition to being fined, have their Island driving privileges suspended for up to thirty days per infraction.
- 4.3 Speed Limit.** The maximum speed limit on the Island is 25 miles per hour. Violations can result in citations by local law enforcement officials in addition to fines by the Association and suspension of Island driving privileges.
- 4.4 Fire Hydrants.** Parking vehicles in front of or within fifteen (15) feet of a fire hydrant is prohibited. Violations can result in towing of the vehicle at the owner's expense, fines, and the suspension of privileges.
- 4.5 Automotive Repairs.** All vehicle repairs, construction and/or maintenance must take place inside the owner's closed garage and not visible from the street.
- 4.6 Vehicle Leaks.** Residents or invitees whose vehicles leak oil or other liquids must clean up the street promptly in order to prevent any toxic solution from flowing into the lake. Residents will be required to pay for any cleanup and/or street repair as well as have the vehicle repaired or removed from the street. Failure to repair the vehicle can result in restricting the vehicle from entry to the Island.
- 4.7 Driveways Cleaned.** Residents are required to keep driveways free of oil, grease, rust and other vehicle fluids. Residents are required to clean stained driveways with non-toxic materials that do not drain into the street, gutters or lake.
- 4.8 Car Washing.** Residents may wash their vehicles with water. However, soaps, detergents and cleaning products of any kind, including biodegradable products, are prohibited since all runoff water is channeled into the lake. Residents must advise any mobile vehicle washing service of this restriction. Furthermore, the service must be advised they may empty their tanks onto the owner's lawn and are prohibited from emptying their tanks into the street since it drains into the lake.

- 4.9 Street Cleaning.** Every Friday morning the streets are professionally cleaned. Part of your property owner dues pays for this service. There is no parking on the streets on during the posted street cleaning times. Changes to cleaning times will be posted in advance on the website and via email. **Note:** Tickets are issued to vehicles parked on the street during this time by the Los Angeles and Ventura County Police Department's respectively. Repeated violations may result in the vehicle being towed away at the owner's expense. Please notify any vendors/guests of this rule.
- 4.10 Dumping into Street Drains Prohibited.** The dumping of oils, paints, chemicals, soaps, detergents, shampoos, dirty water or cleaning products of any kind into the street drains are prohibited because it ends up in the lake. Violation of this rule can result in fines of up to \$500.00 for the first offense and up to \$1,000.00 for each offense thereafter.
- 4.11 Garage and Garage Doors.** Residents are prohibited from altering their garages to preclude the two-car parking space requirement under City and County codes. Garage Doors are to remain closed at all times when the garage is not being used by the resident.
- 4.12 Inoperable Vehicles.** Vehicles which are inoperable, unlicensed, or have expired registration tags must be parked in the resident's garage.
- 4.13 Motorcycles, Motor Scooters and Mopeds.** Residents who own these types of vehicles are permitted to operate them on Island's streets for the sole purpose of transportation to and from home. No cruising is allowed. Non-residents are not permitted to bring these vehicles onto the Island and must leave them parked at the security guardhouse.
- 4.14 Parking.** Every home on the Island has at least a two-vehicle garage, plus room for two vehicles in the driveway. These 4 spaces are your primary parking spaces. Residents must first park all vehicles in their primary parking spaces. Additional vehicles may be parked on the street in front of your residence only if there is no room in the garage or driveway
- a. ***Blocking Sidewalks.*** Vehicles are not to block sidewalks.
 - b. ***Blocking Driveways.*** No driveway or mail box may be blocked except by permission of the resident.
 - c. ***Blocking Trash Bins.*** No vehicle may be parked so as to prevent a trash bin from being picked up. This applies only on days when trash pickup is scheduled.

- d. ***Boats, Trailers, Commercial Vehicles and Truck Campers.*** Such vehicles must be parked in the garage and not visible from the neighboring properties. Commercial vehicles include car or trucks with company advertising, and vehicles with ladders and other equipment that constitute use for commercial activities.
- e. ***Limousines.*** Limousines are not allowed to park overnight on the streets. They must be parked in the garage or in the driveway.
- f. ***Motorhomes and Boat Trailers.*** Overnight parking of motor homes and boat trailers will be permitted for a period not to exceed 36 hours for the purpose of loading and unloading. Island Security will issue a temporary permit which must be displayed in the driver's window. Motor homes owned or rented by guests may not park overnight on the Island's streets or on the homeowner's driveway. Motor homes must be parked in front of the owner's home and may not be occupied while on the Island. Sidewalk areas must be clear of obstructions and any power cords must be covered or clearly marked with cones.
- g. ***LaVenta Median:*** There is no parking on any portion of the La Venta median access way.

4.15 Parking for Large Gatherings. Westlake Island has limited parking. Residents are encouraged to have guests carpool if at all possible. A gathering that will result in more than ten cars must be coordinated with the security guards in advance. Westlake Island reserves the right to refuse entry of vehicles if the potential for a hazardous situation may be caused by the additional traffic being allowed on the Island. All vehicles parked on the street must display a valid Island tag or guest pass, temporary resident pass, or have an affixed Association transponder.

4.16 Oakshore Drive Right of Way. Residents are reminded that traffic on Oakshore Drive has the right of way, therefore, vehicles turning out of the side streets are to stop and check for oncoming traffic on Oakshore before proceeding.

4.17 Vehicles with Signs. Vehicles of Owners and Residents that have signage of any kind must be parked in the Owner's garage.

4.18 Reckless or Dangerous Behavior. No individual may operate a vehicle or act in a reckless or dangerous manner such that any other person may feel threatened or unsafe. Such behavior includes, but is not limited to, operating a vehicle either under the influence of or suspected to be under the influence of a controlled substance, harassment, threats, and other nuisance activities, speeding on Westlake Island streets and ignoring traffic signs.

4.19 Pedestrians. Pedestrians always have the right of way.

4.20 Car Covers. Free standing car ports or shade coverings are not permitted.

SECTION 5 PET RULES

- 5.1 Licenses.** All dog owners are required to register their pets with the Association and obtain appropriate licenses from the County. Dogs must wear identification tags at all times. Residents must include the names and description of all pets on their resident cards filed with the guardhouse.
- 5.2 Feces Clean Up.** Residents must carry a bag or pooper scooper to pick up any feces deposited by their pets on the common or private property, streets or sidewalks on the Island or within the City limits of Westlake Village or Thousand Oaks. At night residents must bring a flashlight along in order to pick up in the dark. Residents must make every effort to limit their pets' urinating and defecating to the greenbelt areas and not on private property. The Board of Directors has authorized the City of Westlake Village, Thousand Oaks and the Los Angeles County Department of Animal Control to enforce all animal laws on Westlake Island. Failure to comply with these laws can result in a court appearance, fine and removal of your pet.
- 5.3 Leash Law.** Owners and residents are required to keep their dogs on a leash whenever they are outside the residence. The person holding the leash must have the strength to fully control the animal on the leash at all times.
- 5.4 Barking and Other Animal Noises.** No dog shall be permitted to bark, howl, or make other loud noises for such a time as to cause a disturbance to persons in the Association. No other pet (such as birds, cats, etc.) shall be permitted to screech or make other loud noises for such time as to cause a disturbance to persons in the Association. Written complaints by a resident or by a security guard can result in a fine. Three or more such violations may result in (i) imposition of fines and a suspension of privileges, and/or (ii) arbitration or legal action. Further, after a hearing, when reasonably appropriate, the Board may require the dog owner to keep the dog inside at all times and/or wear a muzzle when the dog is outside.
- 5.5 Dangerous Animals.** No Owner or Resident may keep an animal in the Community which the Board reasonably believes to be dangerous to a person or other pets. Any dog that attacks any person or other animal on the Island or exhibits aggressive or violent behavior may be ordered by the Board, following a hearing, to be removed from the Island.
- 5.6 Animal Structures.** No structure for the care, housing or confinement of any animal may be visible from the street, lake or neighboring property.
- 5.7 Mobile Dog Grooming Vans.** Residents are to advise their dog grooming service that they cannot empty their wash water into the street since it would drain into the lake. Biodegradable soap, detergent, shampoo or any other products are prohibited. Wash water can be drained onto the homeowner's lawn. Violation of this rule may result in a fine of up to \$500.

5.8 Feeding of Wildlife. Feeding of wildlife is strictly prohibited and is detrimental to their health. Ducks, Geese, Swans, and other animals need to learn how to survive on their own. Feeding them reduces their ability to take care of themselves. Rabbits and other pests must never be fed.

SECTION 6

CONSTRUCTION AND REMODELING

- 6.1 Approval by Architectural Committee.** Modifications to the exterior of any home or lot require prior approval by the Westlake Island Architectural Committee. Exterior modifications include painting, windows, doors, roofs, remodeling, repairs, major landscaping, tree planting, trimming, or removal, pool repair, concrete work or removal, or any other type of exterior work. In advance of any construction, repair or upgrading, residents must obtain Architectural Committee approval. Copies of the Westlake Island Construction Work Rules, the Architectural Committee Rules and the Architectural Application are available at the Security Gate or by contacting The Emmons Company, the Island management company at (805) 413-1170. The Architectural Committee meets twice a month, on the first and third Wednesdays, to review applications. Construction work that requires City permits need Architectural approval prior to submission to the City Plan Check. Westlake Island Architectural Rules are in addition to City Codes and requirements.
- 6.2 Working Without Approval or City Permits.** Working without prior written approval from the Architectural Committee or exceeding the scope of the approval given are treated as very serious violations of the Governing Documents including these Rules. Vendors attempting to do exterior work that has not been approved by the Architectural Committee and the Cities of Westlake Village or Thousand Oaks (if applicable) or who are doing work that is beyond the scope approved by the Architectural Committee will be denied access until the owner files the appropriate paperwork and receives approval.
- 6.3 Construction and Vendor Service Hours.** Approved construction is limited to Monday through Friday 7:00 a.m. to 5:00 p.m. No construction is permitted on Saturday, Sunday or the following Island holidays: New Year's Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas Eve Day, Christmas Day, and New Year's Eve Day. No construction 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. Workers must clean up and be off the Island by 5pm.
- 6.4 Construction sites (as defined by the Architectural Rules).** Construction sites are closed for all vendors and contractors on Saturdays, Sundays, and Island Holidays. 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.
- 6.5 Non-Construction Vendor Services.** Non-Construction vendors and workers 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 clean up and be off the Island by 5pm. Saturday exterior services are limited to light gardening, pool maintenance and insect extermination. No powered tools are allowed on Saturday. No Sunday or Island Holiday work or access to the Island is permitted at any time. The following interior activities may be permitted on Saturday provided the noise does not disrupt the peace and quiet of the neighbors; interior wall covering; interior decorating; interior painting; appliance repair; interior cabinet and carpentry work; plumbing and electrical; etc. In all cases, any work performed on Saturdays shall not generate noise

outside of the residence. If the guards do receive any noise complaints regarding any interior work, vendors will be asked to leave immediately.

The Board of Directors, after a hearing, may ban a contractor or vendor from the Island if they habitually violate the rules or create an unsafe condition.

- 6.6 Non-Vendor Work.** Homeowners performing their own work outside the residence or which can be heard outside the residence must abide by the same rules and work hours as contractors. We ask that residents respect their neighbors and abide by these rules. We understand that there may be circumstances that requires after hours work. We ask that any before or after-hours work be requested in advance by contacting Gate Security. Any reasonable request will result in a one-time waiver of the 5pm stop time
- 6.7 Emergency Repairs.** Owners and/or Residents should notify the guards when an emergency repair such as plumbing, utilities, phone, cable, internet or other similar services are required during off hours or on Sunday.
- 6.8 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.
- 6.9 Oversized Trash Bin.** Residents who require oversize trash bins for construction or major clean ups are required to place the bins in their driveway. If the bin cannot be parked in the driveway, wood protection must be inserted between the street and the bin in order to prevent damage to the street. The streets on Westlake Island are private streets paid for and maintained by our Association. Any damage to the streets or sidewalks will be billed to the homeowner to cover the cost of repairs.
- 6.10 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.
- 6.11 Utility Lines.** Requests for additional phone, fax or cable lines that require a cut to streets or concrete walks must be coordinated with the Association's management company.

SECTION 7 SALES AND LEASING

- 7.1 Real Estate Agents & Open Houses.** Real Estate agents must possess a current and valid California Real Estate license to enter Westlake Island. Agents wishing to hold an open house may post two flags on the street side and two flags on the waterside. Flags must be removed after the open house each day. Directional signs on other property or common areas are prohibited. Real Estate agents who show property must accompany prospective clients onto and off the Island. Agents are required to accompany their clients to any house being shown. When a prospective client comes to see an open house without an appointment, the security officer on duty will refer the client to the showing agents or “for sale by owner” residents on a rotating basis without favoritism. Agents who fail to comply with the rules will be excluded from the rotation list. Real Estate agents, brokers or sales persons are to advise prospective buyers that Westlake Island is a community governed by CC&R’s and Rules & Regulations. Open House Hours are Saturday and Sundays from 1pm to 5:00pm. There are no Open Houses permitted on Island Holidays.
- 7.2 Homes for Sale by Owner.** Except for the licensing requirement, owners who market their own homes must also comply with these rules.
- 7.3 Real Estate Signs.** Real estate signs may not exceed five square feet in size and are limited to stake signs only (no colonial signs) and are limited to one sign on the street side and one on the lake side of the property. Real Estate signs must be removed at the close of escrow.
- 7.4 Leasing.** As used in this Section 7.5, the term “lease” shall refer to all arrangements under which persons are residing in or occupying a home while the owner is principally residing elsewhere. The term “tenant” or “lessee” shall refer to all residents of a Home which is non-owner occupied, regardless of whether or not rent is paid.

The following regulations will apply whenever a home is leased.

(a) **Tenant Information.** Any Owner who wishes to lease his or her Home shall deliver a written application to the Association’s management company which must be received not later than 10 business days before the effective date of the lease. The request will include (i) the name, address, phone number, and email address of the tenant and the name of each person who will be living in the Home with the tenant and (ii) a copy of the lease (with financial terms redacted). The Association will have 5 business days from the date the Association’s management company received the application to disapprove the lease but only if the lease would violate the rental cap or minimum lease term specified in subparagraphs (c) or (d) below or would violate other legal provisions of the Governing Documents.

(b) **Indemnity.** Any Owner who leases his or her Home agrees to indemnify, defend and hold harmless the Association from and against all claim, demands, causes of action, debts, obligations, awards, judgments, attorneys’ fees and costs arising from or related to the leasing of Owner’s Home and the acts and omissions of the tenant and his

or her family members, guests, invitees, employees, and all persons living in the Home with the tenant.

(c) **Term of Lease.** No lot or home may be leased except in writing and for a minimum term of not less than thirty (30) days. Without impacting the foregoing, lots and homes may not at any time be used for transient or hotel purposes.

(d) **Maximum Number of Rentals.** No more than twenty-five percent (25%) of all lots or homes in the Development may be leased at any one time.

(e) **Lease Addendum.** Before the tenant takes possession, a security deposit of one thousand (\$1,000) will be paid to the Association and all landlords and tenants shall sign a lease addendum form provided by the Association which states, among other terms established by the Association, that (i) the tenant shall adhere to the Governing Documents; (ii) the tenant may be fined or evicted by the Association if he or she fails to do so; (iii) the tenant will purchase and maintain in effect renter's insurance; (iv) there is no right to sublease the home or lot, and (v) the tenant will pay the rent to the Association if the owner fails during the lease term to pay any assessments or fines to the Association.

(f) **Lease of Entire Home.** No Owner shall be permitted to lease individual rooms in his or her home to different people. Any lease shall be for the entire home and not for a portion of the home.

(g) **No Subleasing.** No home or lot or any lease may be sublet or assigned at any time or for any reason.

(h) **Noncompliance.** The fine for any violation of this Section 7.5 is twenty-five hundred dollars (\$2,500). If, when notified by the Board, the owner cures any violation within ten (10) calendar days, the fine will be reduced to five hundred dollars (\$500). If any infraction is not cured within that period of time (time being of the essence) and it continues, an additional daily fine of \$50 per day per infraction will be imposed up to a maximum fine per infraction of \$10,000.

(i) **Suspension of Privileges.** If an Owner's rights and privileges have been suspended in accordance with the Declaration and California law, the suspension will apply equally to the Owner and to all tenants, guests, residents and family members.

(j) **Owner Responsibility.** Owners are responsible for the conduct of their tenants, the tenant's guests, invitees, and family members, and all other residents of the Home. An Owner may be subject to fines, suspensions, and other disciplinary action if any of the foregoing persons violate the Governing Documents.

(k) **Definitions.** As used in this Article, (a) the term "lease" shall refer to any arrangement where a Home is non-owner occupied whether rent is paid or not; the terms "lessee" or "tenant" shall refer to each person who is residing in a non-owner occupied Home; and (c) all other terms are defined as set forth in Article 1 of the Declaration. Notwithstanding the foregoing, if the Home is occupied by an immediate family member of the Owner (son, daughter, sibling, father, mother, or grandchild only), that person is

not deemed to be a tenant, his or her occupancy shall not be deemed to be a lease, and he or she shall not be bound by these leasing rules but is otherwise obligated to comply with the Governing Documents.

SECTION 8

RULES ENFORCEMENT PROCEDURES

- 8.1 Responsibility for Rules & Regulation Violations.** All persons on Westlake Island must comply with the Westlake Island Rules & Regulations. The responsibility for rule violations rests primarily with the property owner although the owner's relatives, tenants, guests, invitees, vendors or service personnel may be in violation. The Association reserves the right to exclude any vendor, service person or guest from entry if such person continues in violation.
- 8.2 Complaints.** Residents may file written complaints with the Board for any violation of the Bylaws, CC&R's or these Rules and Regulations, by completing a complaint form. Forms are available on the Westlake Island website (www.WestlakeIsland.org) or a formal complaint may be filed with the Guard House which will be logged in their weekly security report.
- 8.3 Complaints Available for Viewing.** Residents shall have the right to view redacted (identifying information of the complainant are blocked out) written complaints on file with the Association if the complaints pertain to the person or their property.
- 8.4 Remedies.** The Association may enforce the Governing Documents by all legal means including the imposition of a fine (including a daily fine if the violation is ongoing), the suspension of all rights and privileges to which members are normally entitled (except for voting rights), suspension of all non-essential services provided by the Association, and/or the filing of a legal action.
- (a) Hearing. No fine or suspension of privileges may be imposed until the owner has been offered the right to a hearing as required by Section 5855 of the Civil Code, the Declaration and these Rules.
- (b) Fines. The Board may impose a monetary fine against any owner for violation of the Governing Documents by that owner or by his or her family members, tenants, guests, or employees. Each fine shall constitute a special assessment against the Owner (although it cannot be enforced by recording a lien) and is due within thirty (30) days of the issuance of the notice of decision by the Board. Except where a specific fine is stated in the Declaration or elsewhere in these Rules for a particular violation, the following fine schedule will apply for all other infractions.
- First Violation: Usually a written warning, but if the Board considers the violation to be serious a fine up to \$500.00 may be imposed.

- Second Violation: fine up to \$1,000 per infraction
- Third Violation: fine up to \$1,500.00 per in fraction
- Each Violation thereafter: fine up to \$2,000.00 per violation
- Ongoing violations that are in dispute, under appeal, review, or in arbitration, will not be assessed fines until at least 90 days from the date of violation, plus any additional period caused by the unnecessary delay by the Association, to allow for the mutual resolution of the violation
- In addition to the foregoing fines, when a violation is continuing and has not been cured within thirty (30) days of the date of the notice of decision directing compliance, additional fines of \$50 per day will be go into effect until the violation is cured. However, the total fine for any one infraction may not exceed \$15,000.

(c) Suspension of Privileges. For any violation of the Governing Documents, in lieu of or in addition to imposing a fine, the Board may suspend an owner's membership rights and privileges (except for voting rights) and right to receive all non-essential services from the Association. Anytime rights and privileges have been suspended for the owner, the suspension also applies to that owner's tenants, residents, family members, guests, and employees of the owner. A suspension of the following rights and privileges may only go into effect if the violation remains uncured for a period of ninety (90) days after the Board directs the owner to take remedial action, or such longer period as the Board may allow in its discretion. During the period before the suspension goes into effect, the parties will engage in Internal Dispute Resolution if requested by the owner.

i. Street Parking Privileges. So long as the infraction continues, vehicles will not be permitted to park on the private streets in the community for a period not to exceed ninety (90) days per infraction. In that event, all vehicles must be parked in the garage or driveway of the owner's lot and if there is no room, outside the development.

ii. Entry Gate Privileges. So long as the infraction continues, and for a period not to exceed ninety (90) days, owners will lose their entry rights at the gate which means all residents, guests, invitees, and employees will be turned away from the gate and told to call the resident so the resident can meet the guest at the gate and escort the guest into the development either in the owner's car other person's car entering directly behind the owner's vehicle.

iii. Transponder Tags. So long as the infraction continues up to a maximum period not to exceed ninety (90) days, no new transponder tags will be issued to the resident or his or her family members. Existing transponder tags may

be disabled for a period not to exceed ninety (90) days in which case the owner and other residents of the home must enter through the guest lane.

iv. Architectural Approval. So long as the infraction continues, up to a maximum of one hundred twenty (120) days, owners will not be permitted to apply to the Architectural Committee to build, alter or remodel their home or lot and no approvals from the Committee will be issued; provided, however, if the violation is of the Architectural Rules, including without limitation working without prior approval or exceeding the scope of the approval given, no other approvals will be given by the Committee until the infraction is resolved either by the owner's compliance, by agreement with the Board, or by litigation.

(d) Alternate Dispute Resolution. All disputes arising from or related to the Governing Documents or the operation or management of the Association shall be submitted to mediation before any litigation or arbitration is commenced.

If mediation does not resolve in a settlement, that dispute shall then be determined by binding arbitration. The arbitration shall take place in either Los Angeles or Ventura County, and the arbitrator shall be a retired judge of the Superior or Appellate Courts of the State of California. The initial cost of the arbitration proceeding shall be paid equally by the sides but shall be recoverable by any prevailing party. The only discovery that is allowed will be as agreed by the parties or ordered by the arbitrator upon application of any party. The arbitration will be completed as soon as practical but within six (6) months if feasible, unless the parties agree to a different schedule. If injunctive relief is required, any party may elect to seek such relief from the arbitrator or in a court of competent jurisdiction, provided, however, once the injunction issue is decided, the court case must be stayed, and the balance of the dispute decided in arbitration.

In addition:

(i) The prevailing party in any litigation or arbitration shall recover his, her, or its reasonable attorney's fees and costs; and

(ii) The sanctions described in this Section 8.4 may be imposed and may remain in effect to the maximum duration allowed, unless stayed by the arbitrator, or the court, even if the parties are simultaneously engaged in litigation, arbitration or mediation.

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

- a. **Notice.** Notice shall be given either personally, by overnight delivery, by first-class US mail or by E-mail if the Owner has consented in writing to receive notices by E-mail., to the most recent address as shown in the Association's records. The 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 sent at least ten (10) days before the proposed date of the hearing.
- b. **Hearing.** The accused shall be given an opportunity to be heard, either orally or in writing, at an Executive Session hearing to be held by the Board of Directors who shall hear the charges and evaluate the evidence of the alleged violation. The hearing shall be held in an open General session if requested by the person being disciplined.
- c. **Notice of Decision.** Within fifteen (15) days after the conclusion of the hearing, the Board shall give notice of its decision by mail, which notice shall specify the rule violated and the penalty imposed.
- d. **Correction of Violation.** In the event the violation is corrected prior to the hearing date, the hearing body may, if appropriate, discontinue the proceedings.

SECTION 9

ASSESSMENT COLLECTION POLICIES

Timely payment of regular and special assessments is of critical importance to the Westlake Island Property Owners Association (“Association”). Members' failure to pay quarterly assessments when due creates a cash-flow problem for the Association and causes those owners who make timely payment to bear a disproportionate share of the community's financial obligations. Therefore, the Board of Directors has enacted the following policies and procedures concerning collection of delinquent assessment accounts:

- 9.1 Due Date for Regular Assessments.** All regular assessments shall be due and payable on the first day of each calendar quarter, i.e., January 1, April 1, July 1, and October 1 each calendar year.
- 9.2 Due Date for Special Assessments.** Special assessments shall be due and payable on the due date specified by the Board in the notice imposing the assessment. In no event shall a special assessment be due and payable earlier than 30 days after the special assessment is duly imposed.
- 9.3 Delinquencies.** Regular and special assessments shall be delinquent if not paid within thirty (30) days after they become due.
- a. **Late Charge.** A one-time late charge of 10% of the delinquent assessment shall be imposed on each delinquent assessment on the day it becomes delinquent.
 - b. **Interest.** Interest at an annual percentage rate of 12% shall be imposed on all delinquent sums.
- 9.4 Actions to Collect Delinquencies.** Once an assessment becomes delinquent, the Association may take any or all of the following actions to collect past due amounts.
- a. **Liens.** If an assessment payment is delinquent for more than sixty (60) days, the Association will cause to be recorded a “Notice of Delinquent Assessment” with the County Recorder’s Office detailing all sums that are then delinquent. This notice creates a lien which is subject to foreclosure against the delinquent owner's property. Before the Association records an assessment lien, it will notify the owner of the unit by regular and certified mail of the Association’s fees, penalty procedures and this collection policy along with an itemized statement of all amounts owing. A copy of the lien will be mailed to the owner by regular and certified mail within ten (10) days of recordation and foreclosure procedures will commence as provided for by law.
 - b. **Suspend Privileges.** In addition to the foregoing remedies, the Association may suspend privileges as provided above in Section 8.4(c). The suspension of privileges includes anyone living in the unit such as family or tenants. Delinquent owners will be given notice and an opportunity to be heard before privileges are suspended.

c. **Legal Action.** If an assessment payment is delinquent more than sixty (60) days, the Association may also cause an action at law to be brought against the owner.

9.5 Crediting of Payments. Payments will be applied first towards the principal and then toward late charges, interest and collection costs.

9.6 Offsetting Payments. Owners are not allowed to offset their assessments with damages they believe the Association has caused them or for work they believe has not been done by the Association. If the owner has a dispute with the Association, he or she must first pay all monies owed *in full* and then follow the alternative dispute resolution process described below.

9.7 Disputes Involving Assessment Collection. If an owner disputes any of the Association's assessments or charges, he or she has the right to have the dispute resolved through Internal or Alternative Dispute Resolution. However, the right to ADR exists only if the owner:

a. **Pays in Full.** Pays in full all monies owed including late charges, interest and collection costs plus attorney's fees for preparation and recordation of a lien

b. **Pays Under Protest.** Indicates the payment is made "under protest;" and

c. **Pays Within Thirty Days.** Makes the payment within thirty (30) days from the recording of the notice of delinquent assessment.

Once the owner has complied with the above, the Association and the owner may enter into ADR. If the owner prevails in ADR, the owner shall receive interest on the amount paid under protest at the rate of 12% per annum. Owners' rights to use ADR for disputed assessments are limited to twice in a single calendar year, or three times within five (5) calendar years. However, any dispute that is substantially successful shall not be counted toward said limitation.

9.8 Attorneys' Fees. If a lawsuit or foreclosure procedure is initiated by the Association to recover assessments, the prevailing party is entitled to recover not only the amount in default but also reasonable attorneys' fees plus costs of collection including title company charges.