

Westlake Bay Homeowner's Association



Handbook for Owners and Renters

***Rules for the Common Good
& General Information***

Updated March 2012



**Westlake Bay
Homeowners Association**

**Rules and
Regulations**

**Managed by
Community Property Management (CPM)
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Westlake Bay Homeowners Association Rules and Regulations

The following rules and regulations have been developed and adopted by the Westlake Bay Homeowners Association Board of Directors. Article X, Section 2(e) and Article V, Section 3(a) of the First Restated Declaration of Covenants, Conditions, and Restrictions Establishing a Plan authorized the adoption of Rules and Regulations for Condominium Ownership ("Westlake Bay Townhouses") (CC&R's). The Westlake Bay Rules and Regulations have the same status of law and enforceability as the CC&R's.

The intent of these Rules and Regulations is to enable appropriate use of facilities by the residents of Westlake Bay while providing for the safety and quiet enjoyment of all Westlake Bay residents. Violation of the Rules may result in a monetary fine, the loss of membership privileges, or other penalty, as the Board of Directors shall determine, in accordance with the First Restated By-Laws and/or the CC&R's.

These Rules and Regulations may be changed, deleted, or added to at any time by the Board of Directors. Either a separate mailing or inclusion in the Newsletter will constitute due notice.

Whenever the word "owner" is used in this document, the word "tenant" shall equally apply. The word "resident" applies to any person residing within a Westlake Bay unit. The Owner(s) of a Westlake Bay unit are responsible for compliance with the Westlake Bay CC&R's and Rules and Regulations. Unit Owner(s) shall be accountable for any violations of these Rules and Regulations by tenants or guests.

Whenever the term "Common Area" is used in this document, it shall mean and refer to the entire project except the units, including, but not limited to, all streets, parking areas, landscaped areas, pool areas, and the clubhouse.

General Community

1. Owners will not make any alteration or change in the external structure of any unit without first submitting plans and obtaining written permission from the Architectural Committee. Any structural alterations or modifications to the interior of an Owner's Unit or installations located therein shall likewise require the prior written approval of the Architectural Committee in accordance with any adopted architectural rules and regulations and the provisions of the CC&R's.
2. Only garage sales or auctions sponsored by the Association shall be permitted.
3. Articles such as tables, benches, hammocks, and tents are prohibited in any Common Area. Any activity that may damage or otherwise detract from the general appearance of the Common Area is prohibited.
4. No items may be attached to the concrete composite siding (Hardie Plank) in a manner that would create holes or cause permanent damage. Holes can void the siding warranty and/or create leaks. Any cost of repair of damage to the Common Area caused by attaching personal items will be paid for at the unit Owner's expense in the form of a special assessment.
5. Tampering with or adjusting any irrigation, lighting, or timing device in the Common Area is prohibited except by authorized personnel. Owners will not instruct maintenance personnel at any time.
6. Throwing or depositing of foreign matter of debris into the waterscapes is prohibited.
7. In compliance with local fire laws, trash is to be deposited in designated containers only. Any recyclable materials should be placed in the recycling bins. Trash containers are for household refuse only.
8. Oil, paint, solvent, and other flammable or toxic materials shall not be poured down any drain. Additionally, hazardous liquids or any furniture, construction or oversized materials are prohibited within the trash areas or at any place within the Common Area.
9. Noise, loud talking, boisterous conduct, or anything that would unreasonably interfere with the peaceful and quiet enjoyment by other residents of their Unit is not permitted at any time. To this end, musical instruments, radios, televisions, stereos, etc., may not be played at such a level that other residents can hear it.
10. The following activities are prohibited within the Common Area: bicycles or tricycle riding, roller-skating, rollerblading, skateboarding, ball playing, street hockey, and any other athletic games/activities.
11. Toys, strollers, etc., must be kept in residents' units when not in use. No bicycles shall be parked on the walkways or chained to the fences or railings of the complex at any time.
12. Owners should notify the management company of any maintenance problems or damage to the Common Areas, including the exterior or roof of any unit.
13. Cleaning and maintenance of all windows, screens, glass doors of units, and exterior lights controlled from within the unit is the Owner's obligation.
14. All Owners are required to complete and submit to management a Homeowner Data Sheet annually or as information changes. It is necessary to know whom to contact in the event of any emergency involving the unit. Non-resident Owners may not use the Westlake Bay address as their address of record.
15. Tenant complaints should be channeled through the unit Owner/landlord. All complaints or requests should be **in writing, and referred to the management company.**
16. Unit Owners are required to advise tenants of, and ensure their adherence to, all provisions of the CC&R's and Rules and Regulations. Homeowners will be held liable for tenant and guest violations and may, therefore, be subject to disciplinary action by the Association. Owners who rent their units are required to provide a copy of the lease agreement to the management company.

17. Seasonal lighting and decorations are allowed during holiday periods, provided they do not cause damage to any structures and do not disturb neighbors. All such lighting and decorations must be removed within three (3) weeks after the holiday being celebrated.

Pets

1. Two usual and ordinary domestic pets, including caged birds, is the maximum number of pets allowed in any unit at Westlake Bay. No "guest" or "visiting" animals are allowed which would exceed the maximum number of pets allowed.
2. Each Owner is responsible for any damage or injury to person(s) or property caused by their pet(s).
3. Each pet Owner is responsible for cleaning after his or her pet that has soiled the Common Area and/or the decks and balconies.
4. Excessive barking by dogs is prohibited.
5. Animals are not allowed in the swimming pools or pool areas.
6. **NOTICE:** All Common Areas of Westlake Bay are subjected to the jurisdiction of the City of Thousand Oaks and the County Department of Animal Control, and, therefore, all animal ordinances will be enforced accordingly. Citations can and will be issued for any violations of these ordinances. These laws include the leash law and the animal nuisance law, which requires that dogs must be on a leash at all times and be restrained by the Owner who must carry a bag in which to remove feces. Failure to comply with these laws could result in a Court appearance and fine.

Signs

1. Real estate signs, including riders, as defined in Article VII, Section 2 or the CC&R's, are permitted only at the front of the Unit being sold. Only one sign not exceeding 150 sq. inches in size is allowed per Unit.
2. Posting of written materials of any kind, except approved Association notices, is prohibited on all portions of the Common Area without prior Board approval. Bulletin boards are provided at mailbox locations for this purpose.

Deck and Balcony Areas

1. No clothing, laundry, towels, or any other articles may be hung from any window, balcony, patio, deck, or porch of any unit. Outside drying equipment of any kind is prohibited.
2. Only patio-type barbecues, patio furniture (maintained and in good repair) and maintained potted plants are allowed on patios and balconies.
3. Potted plants or any other items may not be placed upon balcony railings unless secured to prevent falling.
4. All potted plants must be elevated off deck surfaces to prevent damage. Material used under pots must be non-porous and should not retain moisture. Any cost of repairing damage to the deck or balcony surface arising from improperly placed plants, etc., will be assessed to the responsible Owner.
5. Outdoor carpeting is not permitted on decks and shall not be glued to other balcony or deck surfaces. Doing so damages the surface and causes it to deteriorate.

Vehicles/Parking/Carports

1. Resident vehicles parked on the property must have an approved Cornwall Security Services parking permit clearly displayed in the lower driver's side windshield.
2. Parking permits are not transferable to another party and are valid only on the vehicle to which they are assigned. Report a lost or stolen permit promptly by calling Cornwall Security Services at 805-676-1828.
3. All residents are to park in their own space as assigned to each unit. No vehicles shall be allowed to park in reserved parking areas other than their own or in "No Parking" or "Fire Lane" areas. All areas NOT marked as a parking space are considered to be "No Parking" areas.
4. Only **guests** may park in marked GUEST spaces for a maximum of 7 days in any month. The vehicle must be moved every twenty-four hours and the guest requires no permit. The resident must contact Cornwall Security Services at 805-676-1828 for permission if an out-of-town guest will be parking for more than 7 days.
5. Parking on cobblestone/stamped concrete areas in front of units is permitted for immediate loading and unloading only. Do not leave vehicle unattended.
6. No parking space, including carports, is to be used for storage or any kind. Storage of unused, derelict or inoperable vehicles on the property is prohibited.
7. Parked vehicles on perimeter streets must be in operable condition and not appear to be abandoned. Utility trucks and/or trailers and motor homes, boats or other recreational vehicles will NOT be parked on perimeter streets or in Guest parking spaces. Well-maintained boats may be parked in carports with written permission. All vehicles must visibly display current DMV registration.
8. No vehicles may park in the same space on the perimeter street for more than 72 consecutive hours unless specific permission is obtained from Cornwall Security Services for special circumstances. Special circumstances exceptions may not exceed 30 consecutive days.
9. Vehicles may not block another's garage or carport or the entrance and exit by other vehicles to or from Westlake Bay.
10. Tradesmen, repairmen, etc., should use guest parking spaces.
11. Residents must keep their carports clean and free of debris, grease, oil, rust, automobile fluids, and other unsightly conditions. Neither carpet nor cardboard may be used to absorb vehicle fluids.
12. Garage doors should be kept closed when unattended.
13. No automobile overhaul or maintenance work shall be permitted on the property.
14. All drains empty into Westlake Lake, therefore lake management require only biodegradable soap for vehicle washing. Degreasing any vehicle is prohibited.
15. The speed limit for any vehicle within the property is 15 MPH.
16. Vehicle noise (including motorcycles) must be kept to a minimum to ensure that there is peaceful and quiet enjoyment for all who reside in our community. Car stereos must be kept at a minimum level of sound.

Swimming Pools and Spa

1. Pools and spa are for the use of Westlake Bay residents and their accompanying guests only.
2. Residents are entirely responsible for the conduct and the safety of their guests while using the pool and spa. A resident must accompany guests at all times.
3. Residents are entirely responsible for personal injury or property damage to any person that is caused by their own actions or omissions.
4. SMALL POOL HOURS are 8:00 AM to 10:00 PM.
5. LARGE POOL and SPA HOURS are 8:00 AM to 10:00 PM. During the hours of 12 noon to 5 PM on Saturdays and Sundays, minors are requested to use the small pool.
6. Persons under 14 will not be permitted to use the pools or spa without an adult in attendance within the fenced pool areas. Persons under the age of 14 must be supervised by an adult at all times when using the spa.
7. Conduct in the pool areas must be orderly. Games, running, noisy behavior and unnecessary splashing are not permitted in the pool areas. This includes "dunking" activity.
8. No intoxicated person, or persons having an infectious disease, shall use the pools or spa.
9. There shall be no throwing of foreign matter or debris into the pools or spa. All tables, chairs, and other furniture and equipment used about the pools shall be left clean, free of debris and within its appropriate location.
10. No person shall attempt to enter the pool areas by any means other than through the gates provided.
11. Metal hair accessories shall not be worn while using the pool or spa.
12. No toys, balls, games, life rings, or other floatation devices are allowed in the pools.
13. No barbecues or other cooking devices or fires are allowed in the pool area at any time, except for Association sponsored social events.
14. No glass particles shall be brought into the pool areas. Beverages may be consumed in the pool areas only in plastic, metal, or unbreakable containers. Residents upon leaving must remove all trash from the pool areas.
15. No animals are allowed in the pools or pool areas.
16. Acceptable behavior and proper swim attire are required at all times from those who use the pools and spa. Any resident or guest required to wear diapers must wear proper swim diapers when in the pools or spa.
17. No smoking will be permitted in the pool and spa areas.
18. **SAFETY EQUIPMENT SHALL NOT BE TAMPERED WITH - IT IS PROVIDED FOR EMERGENCY USE ONLY.**
19. Gates to the pool areas must be kept dosed and locked at all times.

WESTLAKE BAY HOMEOWNERS ASSOCIATION DOCK RULES AND REGULATIONS

Approved and Adopted December 2010

1. Boat docks are reserved exclusively for resident homeowners of Westlake Bay that are in good standing (association dues, fines and/or assessments are not 60 days or more past due). Westlake Bay resident homeowners can rent available boat slips by obtaining a rental agreement from the management company and submitting it along with applicable deposit fees and paperwork. No Westlake Bay homeowner is guaranteed a Westlake Bay dock boat slip nor can a Westlake Bay dock boat slip be included in the sale of a Westlake Bay residence and/or boat.
2. Non-resident homeowners who are renting a boat slip with valid approval from the Westlake Bay Board of Directors as of December 31, 2010 will be given until December 31, 2011 to achieve resident status or remove their boat from the Westlake Bay boat slips. All other rules contained herein will still be applicable to a non-resident homeowner renting a boat slip during this grace period.
3. The term of the rental of a boat slip shall be one (1) calendar year, beginning January 1, and ending December 31. The rental period will be terminated if the applicant no longer owns a home in Westlake Bay or ceases to be a resident owner. The Westlake Bay Board of Directors shall establish the yearly slip rental fees. The yearly fee is to be paid in full to Westlake Bay's management company by January 31 of the calendar year the slip will be rented and must include the following filled out paperwork:
 - boat slip application form,
 - boat bill of sale,
 - rental agreement(s) for each partner,
 - proof of residency in Westlake Bay
 - proof of insurance (minimum \$300,000.00 limit for liability), naming Westlake Bay Homeowners Association as "Additional Insured" c/o Community Property Management (CPM), P.O. Box 2817, Camarillo, CA 913011
- Westlake Bay boat permit stickers will be issued once all fees and paperwork are received and the application approved. Westlake Bay Boat Registration Stickers must be attached to the watercraft on the left / dock side area in such a manner as to be clearly visible. Any boat not displaying a current registration sticker 15 days after issue will be subject to impound by a local boating service company and the boat owner will be responsible for all incurred towing and impound fees. Failure to comply with registration sticker mandates is cause for termination of this contract and said rented boat slip. Westlake Bay Boat Registration Stickers are non-transferable. Boat slip registration forms, rental agreements, proof of insurance and fees past due after 30 days are subject to a 10% late fee, in addition, if necessary paperwork and fees are past due 45 days, a mandatory hearing (with notification by registered mail) will be held to inform the renter that if the dock rental fee, mandatory paperwork and late fee are not remitted in the next 15 days they will forfeit their slip. Past due 60 days, the rental agreement will be terminated and the owner will have 15 days to vacate the slip. Any boat still residing in a slip past the due date will be subject to impounding by a local boating service company, and all impound fees will be incurred by the boat owner.
4. A 30-day written notice to Westlake Bay's management company is required prior to terminating a rental agreement and vacating a slip. Terminated agreement fees will be prorated to the day of termination and the slip awarded to the next person on the waiting list.
5. Boat slips shall only be rented to resident homeowners of Westlake Bay units and used only by the homeowner/residents of said unit. Slips shall only be rented to the next person on the wait list; this includes potential partners (e.g. a Westlake Bay resident homeowner who is number one on the wait list, may become a partner on a slip with the same rights to that slip as the original resident homeowner partner), on a "first come-first serve" basis. If the next person on the wait list declines to rent the slip, their name will remain at the top of the list and the next person on the list will be contacted. The wait list, including existing slip holder requests, shall be posted for viewing at monthly board meetings listed in position order by last name and date added to list. If the boat to be docked in the rented slip is owned jointly by more than one Westlake Bay resident homeowner, it is required that all the said parties be listed on the waiting list. All notices of slip availability shall be sent to potential slip renters via registered mail. If a written response is not received within 15 days the offer to rent the available slip will be extended to the next person on the waiting list.

6. Slips may not be sub-leased. Any individual found to intentionally sub-lease, misrepresent homeownership and/or boat partnerships within Westlake Bay will be subject to immediate revocation of their rental agreement and levy of a \$250.00 fine and other sanctions which may include removal of the boat at the owner's expense.
7. Only one kayak slip and one boat slip will be allowed to be rented per unit that is being occupied by a resident homeowner.
8. Slips may not be traded by mutual agreement of other slip holders. However, open slips may be requested in writing with required board and/or Westlake Bay management company approval. Otherwise, slips are assigned as follows:
 - a. Slips 1-12 and 17, 18, 19, 20, 21, 22, 31, 32, 33, 34, 35, and 36 are priority for 7-8 foot wide party boats.
 - b. Slips A, B, C, and D are exclusive for narrow non-electric small crafts (i.e. kayak, paddleboat).
 - c. All boats can occupy up to 48% of rented slip width only and must be parked in such a manner that they do not extend into the other boat owners slip area or the "buffer area" established between the boats. In addition the boat may not be so large or parked in a manner that ingress and egress into the slip is impeded.
 - d. All boats are subject to Westlake Management Rules.
 - e. Slips A, B, C, and D have their own separate wait list.
 - f. Party boat owners wait on the same wait list as regular boat owners.
 - g. All boat slip renters must put their name of the waiting list if they wish to purchase a new boat that is larger than their current vessel.

When purchasing a new boat, current boat slip renters must give written notification to Westlake Bay's management company stating the boat type, make, model and dimensions. After approval from Westlake Bay's management company, the resident homeowner, must submit the following within 10 days of the purchase:

- new boat slip application form,
- boat bill of sale,
- rental agreement(s) for each partner,
- proof of residency in Westlake Bay
- proof of insurance (minimum \$300,000.00 limit for liability), naming Westlake Bay Homeowners Association as "Additional Insured" c/o Community Property Management (CPM), P.O. Box 2817, Camarillo, CA 93011

Failure of the boat slip renter to give such notification may result in termination of slip privileges. In addition, if the new boat purchased does not fit the rented slip, the new vessel must be immediately removed from Westlake Bay's boat docks, the rental agreement will automatically terminate and the renter will be placed on a waiting list for larger sized slip. Westlake Bay HOA, the Board of Directors nor management guarantees that a slip will be available or that the boat will fit a slip in the Westlake Bay boat docks. It is the sole responsibility of the resident homeowner to investigate and receive written acknowledgement prior to purchase or they must make other arrangements for storage of their watercraft.

9. All boats are to be operational and adequately maintained and are prohibited from creating a safety hazard. Boat owners may be required to demonstrate to the Westlake Bay management company and/or board of directors that boats are operational upon request. In the case of sinking or submerged boats or other items causing a hazard to the lake, docks or other boats, Westlake Bay has the right and authority to immediately remove the vessel from the lake and all towing and/or hazardous repairs/clean-up will be incurred at the boat owner's expense. Boat slip renters will be given 15 days after notification to rectify non-hazardous boat issues. If after 15 days the issue has not been corrected/repared, the boat will be subject to impounding by a local boating service company, and all towing and impound fees will be incurred at the boat owner's expense.

10. Each owner shall assume all risks of personal injury or property damage that may result from use of the docks or overlooks. Westlake Bay is not responsible for any loss or damage to boats at docks. Boat owners shall be jointly liable for damages caused by their vessel and/or negligence. In addition, boat owners agree to indemnify and hold harmless the Westlake Bay Homeowners Association and the management company for any damage or injury resulting from the use of the Westlake Bay HOA boat docks.
11. No fishing is allowed from docks or overlooks at any time.
12. If there is no boat in a rented slip for (2) consecutive months, the rental agreement will automatically terminate and the space will be rented to the next owner on the waiting list. This will allow as many homeowners as possible an opportunity to utilize the slips. Any rented boat slip that will be vacant for more than 15 days must give written notification to Westlake Bay's management company of the vacancy, as well as the estimated return date. Failure of the boat slip renter to give such notification in writing may result in termination of slip privileges.
13. Westlake Bay's board of directors has the authority in the best interest of the community after written notice and a hearing, to move a boat to another slip as necessary. If the board finds it necessary to move a boat owner from their slip, the owner will be granted the opportunity to reserve priority for a choice slip as it becomes available.
14. Violation of rule(s) may result in fines, impounding by a local boating service company with the boat owner being responsible for all incurred towing and impound fees and/or termination of the rental agreement based on the judgment and consensus of the Westlake Bay board of directors as defined in Westlake Bay Rule Enforcement Policy from the rules and regulations.
15. Use of the Westlake Bay boat slip docks for "at profit" activities is expressly prohibited. This includes:
 - a. The sale or brokering of vessels or water craft other than those personally owned by the boat slip renter.
 - b. Commercial use or chartering of vessels.
16. All unauthorized boats are subject to being towed without notice at owner's expense. Any boat that enters into a Westlake Bay dock slip immediately comes under the jurisdiction of these regulations. There is no permission granted for temporary or unassigned parking of watercraft in the Westlake Bay boat docks.
17. If boat owners' homeowner dues, dock slip fees and/or other homeowner fines become 60 days or more past due, the boat slip privileges will be revoked. If after 60 days the boat owners account does not become current and 15 days after registered mail notification has been given to the boat owner, any boat still residing in a slip past the due date will be subject to impounding by a local boating service company, and all impound fees will be incurred by the boat owner.
18. No portion of any boat nor any item attached or stored on the boat may extend more than two feet beyond the actual Westlake Bay boat dock slip space. It is incumbent upon the boat owner to ensure that the boat properly fits into the space and does not impede ingress or egress into a slip or navigating a boat through the boat dock area.

Clubhouse

1. The clubhouse may be used by residents for private events after payment of a \$100.00 fee and the required deposit, subject to approval by the Board of Directors.
2. The required deposit shall be \$250.00.
3. The resident is responsible for any damage or missing equipment. A Board member will check the clubhouse before and after use before any deposit is refunded. If a Board member or agent of the Association inspecting the clubhouse determines that the clubhouse has been damaged or left in an unacceptable condition, the Board will retain all or any portion of the deposit it considers reasonable to repair the damage or properly clean the clubhouse. Any costs in excess of the deposit necessary for the repair of damage or resulting from the use of the clubhouse shall be paid by the responsible resident promptly upon billing by the Association. If the resident is not a Unit Owner and fails to pay the amount in excess of the security deposit, said amount shall be billed to the responsible Owner in the form of a special assessment levied in accordance with Civil Code Section 1367(b).
4. No loud noises or loud music shall be permitted.
5. Any necessary summoning of security personnel to control persons or activities shall be at the expense of user.
6. All functions shall be supervised by adults at all times and end no later than midnight.
7. Renting the clubhouse does not include use of the pool or pool area. Doors to the pool areas should remain closed after 10 PM.
8. Parking rules will apply to clubhouse users and guests.
9. User will dispose of trash, etc. and leave the clubhouse in same condition as found.
10. No smoking is permitted in the clubhouse.

WESTLAKE BAY HOMEOWNERS ASSOCIATION GARAGE/CARPORT RENTAL RULES AND REGULATIONS

Approved and Adopted August 24, 2011

These rules are for the carports and garages that are owned by Westlake Bay HOA and are available for rental to members as noted below. If you are interested in being placed on a wait list for spaces that may become available, please contact the Westlake Bay Management Company.

1. Westlake Bay garage and/or carport rentals are reserved exclusively for resident homeowners of Westlake Bay that are in good standing (association dues, fines and/or assessments are not 60 days or more past due). Westlake Bay resident homeowners can rent available garages and/or carports by obtaining a rental agreement from the management company and submitting it along with applicable deposit fees and paperwork. No Westlake Bay homeowner is guaranteed a Westlake Bay garage and/or carport rental nor can a Westlake Bay garage and/or carport rental be included in the sale of a Westlake Bay residence.

2. The term of the rental of a Westlake Bay garage and/or carport shall be month by month. The rental period will be terminated if the applicant no longer owns a home in Westlake Bay or ceases to be a resident owner. The Westlake Bay Board of Directors shall establish the monthly rental fees. The monthly fee is to be paid in full to Westlake Bay's management company by the 1st of every month the garage and/or carport will be rented. At the beginning of the rental contract and then again at the start of each calendar year, garage and/or carport renters must include the following filled out paperwork:

- garage and/or carport application form,
- rental agreement(s),
- proof of residency in Westlake Bay,
- proof of insurance (minimum \$300,000.00 limit for liability), naming Westlake Bay Homeowners Association as "Additional Insured" c/o Community Property Management (CPM), P.O. Box 2817, Camarillo, CA 913011

Westlake Bay garage keys will be issued to garage renters once all fees and paperwork are received and the application approved. Garage and/or carport registration forms, rental agreements, proof of insurance and fees past due after 30 days are subject to a 10% late fee, in addition, if necessary paperwork and/or fees are past due 45 days, a mandatory hearing (with notification by registered mail) will be held to inform the renter that if the rental fee, mandatory paperwork and/or late fee are not remitted in the next 15 days they will forfeit their garage and/or carport. Past due 60 days, the rental agreement will be terminated and the owner will have 15 days to vacate the garage and/or carport. Any vehicle still residing in a garage and/or carport past the due date will be subject to impounding fees will be incurred by the vehicle owner. In addition, any items still residing in a garage past the due date will become the sole property of the Westlake Bay Homeowners Association.

3. A 30-day written notice to Westlake Bay's management company is required prior to terminating a rental agreement and vacating a garage and/or carport. Terminated agreement fees will be prorated to the day of termination and the garage and/or carport awarded to the next person on the waiting list.

4. Garages and/or carports shall only be rented to resident homeowners of Westlake Bay units and used only by the homeowner/residents of said unit. Spaces shall only be rented to the next person on the wait list, on a "first come-first serve" basis. If the next person on the wait list declines to rent the rental space, their name will remain at the top of the list and the next person on the list will be contacted. The wait list, including existing rental requests, shall be posted for viewing at monthly Board meetings listed in position order by last name and date added to the list. All notices of garage and/or carport availability shall be sent to potential renters via registered mail and an attempt will be made to contact the applicant by phone. If a written response is not received within 15 days the offer to rent the available garage and/or carport will be extended to the next person on the waiting list.

5. Garages and/or carports may not be sub-leased. Any individual found to intentionally sub-lease, misrepresent homeownership within Westlake Bay will be subject to immediate revocation of their rental agreement and levy of a \$250.00 fine and other sanctions which may include the removal of any vehicles and/or items occupying the garage and/or carport space at the owner's expense.
6. Garages and/or carports may not be traded by mutual agreement with other garage and/or carport holders without first submitting a request in writing with required Board and/or Westlake Bay management company approval.
7. Each owner shall assume all risks of personal injury or property damage that may result from renting and using garages and/or carports. Garage and/or carport renters shall be jointly liable for damages caused by their vehicle, possessions and/or negligence. In addition, garage and/or carport renters agree to indemnify and hold harmless the Westlake Bay Homeowners Association and the management company for any damage or injury resulting from the use of the Westlake Bay HOA garages and/or carports.
8. Westlake Bay's Board of Directors has the authority in the best interest of the community after written notice and a hearing, to move an individual to another garage and/or carport as necessary. If the Board finds it necessary to move a garage and/or carport renter from their space, the owner will be granted the opportunity to reserve priority for a choice space as it becomes available.
9. Violation of rule(s) may result in fines, impounding by a local towing service company with the vehicle owner being responsible for all incurred towing and impound fees and/or termination of the rental agreement based on the judgment and consensus of the Westlake Bay Board of Directors as defined in the Westlake Bay Rule Enforcement Policy from the rules and regulations.
10. Use of the Westlake Bay garages and/or carports for "at profit" activities is expressly prohibited. This includes:
 - a. The sale or brokering of vehicles other than those personally owned by the garage and/or carport renter.
 - b. Commercial use
11. If homeowner dues, garage and/or carport fees, boat dock slip fees and/or other homeowner fines become 60 days or more past due, the garage and/or carport space privileges will be revoked. If after 60 days the garage and/or carport renter's account does not become current and 15 days after registered mail notification has been given to the renter, any items remaining in the garage will become the property of Westlake Bay Homeowners Association and/or any vehicle still residing in a garage and/or carport past the due date will be subject to impounding by a local towing service company, and all impound fees will be incurred by the vehicle owner. In addition, any fees for cleaning and/or clearing a revoked rental space will be incurred by the garage and/or carport renter.
12. Garage renters hereby agree to pay a security deposit of \$100.00 to be refunded upon vacating and, returning the keys/garage opener to Westlake Bay's management company and termination of this contract according to other terms herein agreed including the provision that there was no damage to be repaired and deducted from the deposit. This deposit will be held to cover any possible damage to the property. Upon vacating garage, Westlake Bay's management will inspect the premises thoroughly and assess any damages and/or needed repairs or cleaning. This deposit money minus any necessary charges for missing keys and/or garage openers, repairs, cleaning, etc., will then be returned to the renter with a written explanation of deductions, within 30 days after they have vacated the property. If the damage exceeds the deposit, the garage renter will be responsible for all repair costs and fees incurred. Garage renters hereby agree to accept property in its present state of cleanliness. Locks may not be changed by the renter nor can additional locks be added.
13. Should renters lock themselves out of their garage and be unable to gain access through their own resources, they must call Westlake Bay's Management company to let them in. In either case, they are responsible for payment of the charges and/or damages involved. Westlake Bay's management

company will charge a fee of \$50.00 for providing this service between the hours of 9 a.m. and 4 p.m., Monday through Friday. For after business hours, holidays and weekends the garage renter will be responsible to pay the applicable rate as charged by the Association locksmith if this service is available. If it is not available renter would have to gain access during regular business hours.

14. Garage renters agree to keep the rented premises in good order and notify Westlake Bay's management company immediately of any needed maintenance or repairs. If the renter does not notify Westlake Bay's management company in a prompt manner the renter may be held financially responsible. Westlake Bay's management company and/or said agents shall have the right to enter the said premises at any time to inspect, to make repairs and/or to enforce this lease.

15. No carpet or other flooring material may be placed on walls, ceiling or floors. No rags or similar items should be stored in a manner that may create a fire hazard. No repairs of equipment or vehicles within the garage/carport. Animals or aquariums may not be maintained within the garage/carport. The garage/carport may not be used for living spaces, entertainment areas, gym or exercise usage, etc. The purpose of the rental agreement is for the parking of a vehicle and/or storage of permitted items.

16. In the event it is necessary to bring any action at law to recover possession of the space rented, or recover any rent or other charges due, or for damages for the breach of any condition herein contained to be performed by renter, renter shall pay to Westlake Bay Homeowners Association such reasonable attorney(s) and court fees as fixed by the court having jurisdiction.

17. Garage renters agree to use the premises exclusively for parking or the storage of personal property, supplies or other material owned by Tenant and for no other use. Garage renters shall not keep or have in or on the rented premises any article or thing which might be pronounced "hazardous" and/or "extra hazardous" by any responsible insurance company.

18. Garage renters agree not to commit a nuisance in or upon said premises so as to substantially interfere with the comfort or safety of occupants of adjacent buildings.

19. Garage renter agrees that they are prohibited from using any association utilities located in their garage for personal purposes. Any person observed violating this regulation is subject to fines as well as revocation of the garage/carport rental agreement.

Rule Enforcement Policy

1. As provided in Article IV, Section 2 and Article VI, Section 15, subsection (j) of Westlake Bay Homeowners Association By-Laws: The Board of Directors may impose monetary or other penalties for violations of the provisions of the Declaration of Covenants, Conditions, and Restrictions, of the By-Laws or the Rules and Regulations. The Board of Directors may also suspend the voting rights and recreational use privileges of the Member for such violations.
2. All residents shall be entitled to one (1) written warning of any violation of rules except that immediate action will be taken when a violation threatens the safety of themselves or others. Each Owner will be given the opportunity for a hearing with the Board of Directors prior to any fine being levied or the suspension of Common Area privileges. Notification of such hearing shall be in writing, by either personal delivery or first-class mail, at least then (10) days prior to the hearing and will include the date, time, and place of the hearing, and the nature of the alleged violation. Should the Owner fail to appear at the hearing, the fine policy may apply. If the Board of Directors should impose discipline on a Member, the Member will be provided a written notification by either personal delivery or first-class mail, within fifteen (15) days following the action.
3. Further violations of the same rule or regulation shall be subject to a monetary assessment (fine) as follows: \$100.00 - First Fine; \$200.00 - Second Fine; \$500.00 - Third Fine. The Board, in its discretion, reserves the right to levy a fine in a greater or lesser amount from the foregoing fine schedule depending on the severity of the violation. Furthermore, the Board's power to fine an Owner is only one of the remedies available in seeking an Owner's compliance with the Association's Governing Documents. The Board may, at its option, seek other remedies to gain an Owner's compliance at any time based on the nature and gravity of a violation.

Westlake Bay Homeowners Association

Mold Policy

Because of the proliferation of mold-related claims against homeowners associations, and because there may not be insurance coverage for mold claims, the Board of Directors deems it appropriate to develop a policy for handling mold claims.

1. The Federal Environmental Protection Agency (EPA) guidelines specifically state that there is no practical way to eliminate all molds and mold spores in the indoor environment. Mold is found everywhere. The way to control indoor mold growth is to control moisture. The fact that you may have mold should not be a cause for great concern; however, you need to take immediate action to resolve the problem.
2. Homeowners are encouraged to eliminate any potential sources of moisture that would breed the growth of mold. All sinks, bathtubs, toilets and related drips or overflows must be cleaned and the areas dried within 24 to 48 hours to prevent mold growth.
3. **Timely report all water leaks to Management/the Board.** The Association will respond to common area-related water intrusion and leaks as soon as possible after they are reported. If mold has already developed, in a limited quantity, it can usually be removed either by the homeowner or by the Association.
4. To remove small amounts of mold, use a mixture of 3 parts water to 1 part bleach. Allow the solution to stand on the surface for 10 minutes, then scrub the area with a brush, rinse and dry. Use of a mask and gloves when removing mold is encouraged. Bag and dispose of all material that may have moldy residues.
5. Homeowners are required to provide access to their units to the Association or its agents if requested for both the investigation and the remediation of any water damage / mold claims, regardless of whether the water damage/mold claim originated within the Unit or the common area.
6. The Association will only be responsible for water damage and mold-related claims if the moisture emanates from an area that is under the Association's control and/or is maintained and repaired by the Association and, provided that, proper and timely notice is provided to the Association pursuant to this policy.
7. The Association will generally be responsible for moisture related damage, including mold, if it emanates from a leak from a roof, leaks around the frame of windows where they are attached to the building (specifically excluding those leaks emanating from areas which are the homeowner's responsibility to maintain under Article VII, Section 3 for the Association's CC&Rs), plumbing in the common area walls, sink or toilet backups that are a result of blockage in a common area pipe that is the Association's responsibility to maintain.
8. The Association will **not** be responsible for mold if it is caused by window leaks as a result of broken or cracked glass or failure of the owner to maintain the window and/or

weather-stripping or an owners failure to keep the track dean and free of debris, a leaking or dripping plumbing fixture or appliance (including a shower pan) or an overflow from a sink, toilet or bath tub/shower as those are areas/items that are the owner's responsibility to maintain and repair. **In any event, the Association will only be responsible for mold if the moisture intrusion or leak is reported to the Association, in writing, within 24 hours of the actual leak.** If the homeowner fails to timely report the moisture intrusion or leak, the Association cannot be held responsible for the mold, if any, that develops.

9. If the growth of mold results because the homeowner fails to maintain his or her Unit in violation of the Association's governing documents and 1346(a) of the Civil Code, or fails to report water intrusion within his or her Unit in a timely manner as set forth in Paragraph 8 herein, the cost of such repairs/mold remediation will be charged to the homeowner in the form of a special assessment in accordance with the governing documents of the Association and Civil Code 1366 and 1367.1.
10. Mold testing is not required every time you have a water leak. Both the Federal EPA guidelines and the California Department of Health Services guidelines specify that so long as the moisture is removed within 48 hours, there is no reason for concern regarding mold.
11. To the extent, a water damage claim is covered by insurance, the Association will be **responsible for the deductible on any damage claim that results from an area that is under the Association's control and/or is repaired or maintained by the Association.** Otherwise, the homeowner whose unit caused the damage will be responsible for the deductible.
12. *The Association has a \$5000 deductible on its insurance policy.* Homeowners are encouraged to obtain their own insurance to cover water and moisture claims for damage to the interior of their unit and personal property and. liability for damage to the common area or another unit.

Dated: Aug-02

MAINTENANCE RESPONSIBILITY

Association: Westlake Bay Townhomes

Number#: _____

Condominiums: X

Townhouses: _____

Single Family: _____

Other: _____

Unit Interior

Assoc. Owner

Air Conditioning & Heating	☐	☒
Appliances – built in	☐	☒
Appliances – free standing	☐	☒
Carpeting	☐	☒
Caulking – bathroom, kitchens	☐	☒
Chimneys – flues	☐	☒
Chimneys – sweeping	☐	☒
Doorbell – components	☐	☒
Doors – glass	☐	☒
Fireplaces – chimney sweeping	☐	☒
Fireplaces – repair firebox	☐	☒
Fireplaces – repair mantle	☐	☒
Fireplaces – repair stone/bricks (interior)	☐	☒
Floor coverings – carpet	☐	☒
Floor coverings – vinyl	☐	☒
Floor coverings – tile (ceramic)	☐	☒
Floor coverings – tile (vinyl)	☐	☒
Floor coverings – wood	☐	☒
Garbage Disposal	☐	☒
Hot water heater	☐	☒
Lighting fixtures	☐	☒
Wallpaper and Paneling	☐	☒
Window glass/screens	☐	☒
Window flashing & waterproofing	☐	☒
Window frames	☐	☒
Window hardware	☐	☒

Roof:

Roof decking	☒	☐
Roof flashing	☒	☐
Roof shingles/tiles	☒	☐
Roof underlayment	☒	☐
Roof vents	☒	☐

Unit Exterior

Air conditioning unit	☐	☒
Antennas (owner installed)	☐	☒
Building surfaces	☒	☐
Caulking	☒	☐
Chimneys	☒	☐
Doorbell – component/button	☐	☒
Doors – entry/flushing/waterproofing	☐	☒
Doors – entry – frame & door	☐	☒
Doors – entry – locks & hardware	☐	☒
Doors – entry – painting	☒	☐
Doors – screen	☐	☒
Doors – sliding	☐	☒
Doors – sliding – frame & track	☐	☒
Doors – storm	☐	☒
Doors – security	☐	☒

Unit Exterior – Cont:

Assoc. Owner

Doors – electric/cable meters	☒	☐
Doors – hot water heaters	☐	☒
Doors – garage	☐	☒
Doors – garage – spring/hinge	☐	☒
Doors – garage – painting	☒	☐
Doors – passage	☐	☒
Faucets, handles, washers (clubhouse)	☒	☐
Fences – Painting (Exterior surfaces)	☒	☐
Fireplaces – repair exterior (stone/bricks)	☒	☐
Furnace	☐	☒
Front landing	☐	☒
Gutters & downspouts	☒	☐
Lighting fixtures	☐	☒
Patio covers (homeowner added)	☐	☒
Planter	☒	☐
Stucco – painting/coloring	☒	☐
Stucco – repair & replacement	☒	☐
Trim – wood – maint./replace	☒	☐
Trim – wood – painting	☒	☐
Wall – bearing	☒	☐
Wall – partition	☐	☒
Stairways/railing	☒	☐
Rain gutters	☒	☐

Exclusive Use Area/ Patios/Balconies:

Drains – patio	☐	☒
Drains – Balcony	☐	☒
Deck membranes/waterproofing	☒	☐
Deck railings – paintings	☒	☐
Patios/balconies – painting	☒	☐
Patio covers – painting	☐	☒
Patio sliding doors	☐	☒
Patio sliding doors (flashing & waterproofing)	☐	☒
Patio sliding doors (frame & tracks)	☐	☒
Patio sliding doors – hardware	☐	☒

Garage/Carports

Parking space	☒	☐
Doors – garage (electric openers & remotes)	☐	☒
Doors – garage locks & hardware	☐	☒
Doors – garage – painting exterior	☒	☐
Doors – garage – replacement	☐	☒

Dated: Aug-02

MAINTENANCE RESPONSIBILITY

Association: Westlake Bay Townhomes

Number#: _____

Condominiums: X

Townhouses: _____

Single Family: _____

Other: _____

<u>Garage:</u>	<u>Assoc.</u>	<u>Owner</u>	<u>Utilities/Wiring/Plumbing Cont:</u>	<u>Assoc.</u>	<u>Owner</u>
Doors - pedestrian	☐	☒	Plumbing Lines – garage floors	☒	☐
<u>Common Areas</u>			Pressure Regulators	☐	☒
			Sewer lines – (mainline)	☒	☐
			Telephone wiring	☐	☒
			Sewer and Toilet backups: (Pipe serving one unit)	☐	☒
			Toilet – wax rings	☐	☒
			Toilet – fixtures & components	☐	☒
			Trash – regular pickup	☒	☐
			Water heater(s)	☐	☒
			<u>Utilities/ Water Plumbing Cont:</u>		
			Water lines – shutoff to unit interior	☐	☒
Boat Docks	☒	☐	Water lines – shutoff to street	☒	☐
Carpeting- common areas & recreation areas	☒	☐	<u>Pest control:</u>		
Concrete/parking space and asphalt surfaces	☒	☐	Spraying for household pests: (ants, fleas, etc) interior of unit	☐	☒
Common area improvement	☒	☐	Termite eradication – c/a	☒	☐
Common Driveways	☒	☐	Termite eradication – interior	☐	☒
Landscaping- c/a lawns	☒	☐	Termite eradication – patio cover	☐	☒
Landscaping – c/a slopes	☒	☐			
Landscaping – c/a trees	☒	☐			
Landscaping – rear patio	☐	☒			
Front Entry – white pot	☒	☐			
Lighting fixtures – C/A	☒	☐			
Pool	☒	☐			
Private Driveways	☒	☐			
Pump & filter room	☒	☐			
Sewer lines – c/a below ground	☒	☐			
Sidewalks/Walkways	☒	☐			
Spa	☒	☐			
Streets – Maint. & repair	☒	☐			
Recreation Center	☒	☐			

Utilities/Wiring/Plumbing

Balcony/Patio lights and outlets	☐	☒
Cable TV wiring	☐	☒
Drains – bathtubs/showers/sinks	☐	☒
Electrical panel/circuit breakers	☐	☒
Electrical switches, sockets, wall plates (INTERIOR)	☐	☒
Electrical wiring – interior	☐	☒
Fire alarm – interior	☐	☒
Fire sprinkler panel – interior	☐	☒
Fire sprinkler panel - individual	☐	☒
Front door light (exterior)	☐	☒
(Operated from inside switch)		
Gas lines	☒	☐
Hose bibs (Back Patio)	☐	☒
Hose bibs (Front Doors)	☒	☐
Plumbing fixtures	☐	☒
Toilets/sinks/tubs/faucets/etc.	☐	☒
Plumbing lines – interior	☒	☐
(behind walls, floors, ceilings)		
Plumbing Lines – interior (outlets in unit)	☐	☒

Other:

Carport – entry	☐	☒
Fence/Interior Surface	☐	☒
Fence/ Exterior Surface	☐	☒
Mailbox	☒	☐
Mailbox lock	☐	☒
Mailbox – individual lock	☒	☐
Mailbox stand/structure	☒	☐
Mailbox key	☐	☒
Address numbers	☒	☐
Address light	☒	☐
Streets	☒	☐



**Westlake Bay
Homeowners
Association**

**General Information
and Forms**

**Managed By
Community Property Management (CPM)
Mailing Address: PO Box 2817
Camarillo, CA 93011
805-987-8945**

Printed March 2012

FAQ SHEET

When are Board Meetings held and information obtained?

The fourth Monday of every month in the clubhouse

Our monthly newsletter, the Bay Breeze, provides updates on our community

What are the parking rules?

Parking rules are enforced by Cornwall Security Services

How do I get a boat slip, a carport and/or a garage?

Contact CPM and have the owner's name added to the waiting list (see page 7 of Rules)

How do I get a pool key?

Owners can get a pool key from CPM for a fee

Renters can get a pool key from the owner of the unit they are renting

How do I go about renting the Clubhouse?

Fill out the Clubhouse Rental Application and contact CPM

Can I change my windows or do other architectural changes?

Fill out an Architectural Modification Request Form (available online) for any structural changes

Submit to CPM and wait for approval prior to any modification

Can I get satellite TV?

Satellite dishes cannot be attached to any part of the exterior of any unit

Dishes cannot be in sight from the common area

How do I get action on any issue?

Submit Action Request Form or any non-emergency issue (available online)

For parking issues, call Cornwall Security Services

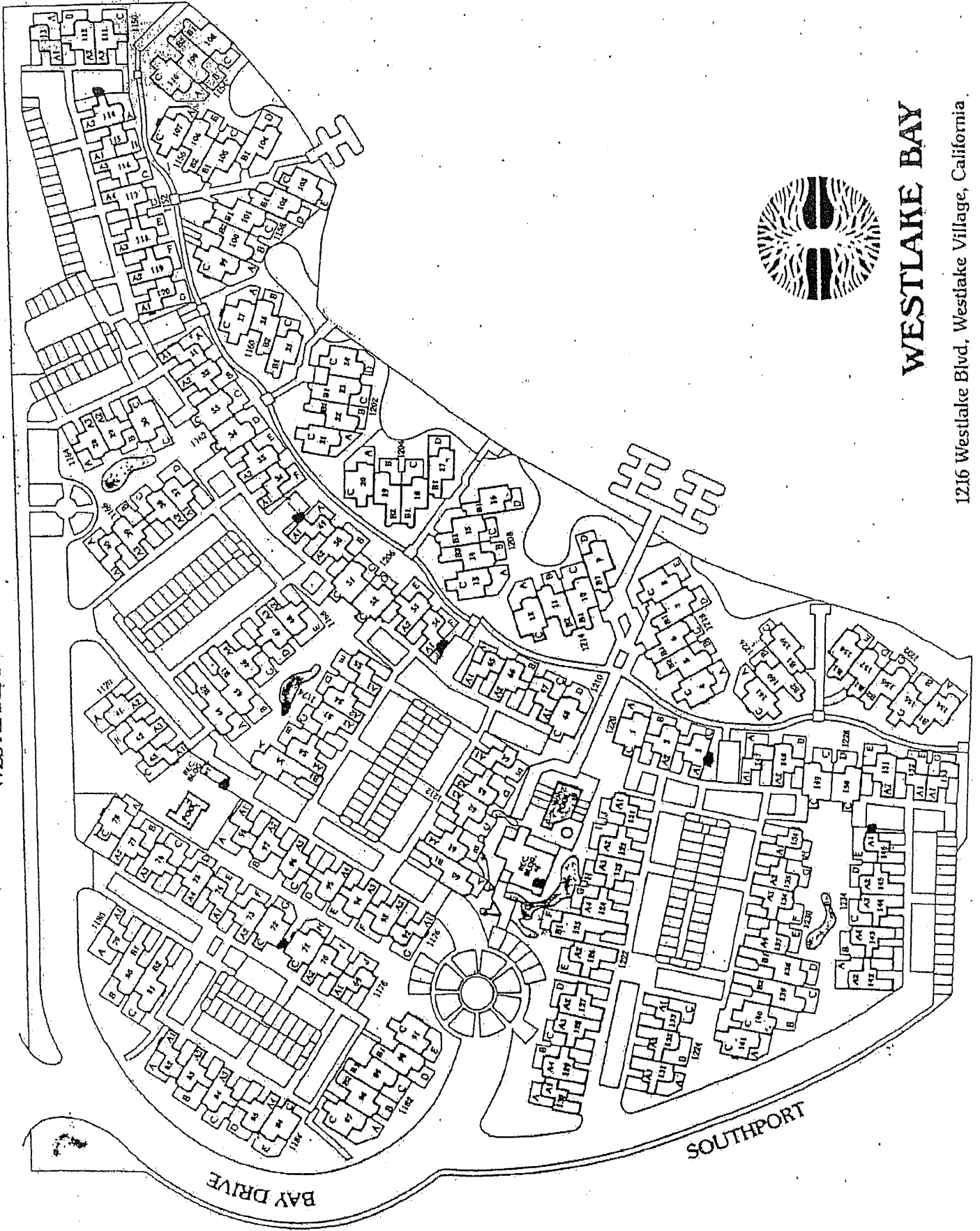
For association related issues, contact Community Property Management (CPM)

For any emergency (medical emergencies, police related), call 911

What is my responsibility vs. what is the Homeowner's Association's?

Please see the Maintenance Responsibility form

WESTLAKE BLVD.



WESTLAKE BAY

1216 Westlake Blvd, Westlake Village, California



WESTLAKE BAY HOA PARKING PERMIT APPLICATION

**** A Valid Copy of DMV Registration with WESTLAKE BAY ADDRESS is required to be submitted with this Application ****

***** Granting of Parking Permit Does Not Guarantee Available Parking Spaces**

Property Owner's Information:

First Name										Mid		Last Name									
Mailing Address										Unit #											
City										State		Zip Code									
Home Phone #										Cell Phone # / Other Phone #											
E- mail Address										Drivers License #		State									

Resident's Information (if Tenant Will Hold Parking Permit):

First Name										Mid		Last Name									
Mailing Address										Unit #											
City										State		Zip Code									
Home Phone #										Cell Phone # / Other Phone #											
E- mail Address										Drivers License #		State									

#1 Vehicle Information : Please provide a copy of the current Registration & Insurance for this vehicle, and Copy of the Drivers License of the registered driver

												For <u>NEW Vehicle</u>											
License Plate #										State		Vin # (Last 6 # of Vin)										State	
Vehicle Make										Vehicle Model		Year											
Vehicle Color										Vehicle Type: ☐ 2Door ☐ 4 Door													
										(☒ One) ☐ Sedan ☐ SUV ☐ Van ☐ Truck ☐ Other _____													

#2 Vehicle Information : Please provide a copy of the current Registration & Insurance for this vehicle, and Copy of the Drivers License of the registered driver

												For <u>NEW Vehicle</u>											
License Plate #										State		Vin # (Last 6 # of Vin)										State	
Vehicle Make										Vehicle Model		Year											
Vehicle Color										Vehicle Type: ☐ 2Door ☐ 4 Door													
										(☒ One) ☐ Sedan ☐ SUV ☐ Van ☐ Truck ☐ Other _____													

AMOUNT PAID \$ _____ (☒ One) : ☐ CASH ☐ CHECK ☐ MONEY ORDER (Payable to Westlake Bay Hoa)
Permit # Issued: _____ Date Issued: _____

****PLEASE RETURN TO: Alex@cpm1.com or fax: 805-494-3539 or mail: PO Box 2817, Camarillo, CA 93011-2817****

Westlake Bay HOA Parking Rules

By parking in our community, you are agreeing to follow all parking regulations. Any violation of the parking regulations may result in a vehicle being ticketed, immobilized, or towed at vehicle owner's expense. Please read these rules carefully. These rules/regulations have been designed to provide safety and control of the parking your community.

All vehicles within the property must comply with the following parking rules/regulations:

1. Resident vehicles parked on property must have an approved Cornwall Security Services Permit clearly displayed in the lower driver's side windshield.
2. Parking Permits are not transferable to another party and are valid only on vehicle to which they are assigned. Report a lost or stolen permit promptly either on-line or by calling Cornwall Security Services at (805) 676-1828.
3. All residents are to park in their own space as assigned to each unit. No vehicles shall be allowed to park in reserved parking areas other than their own or in "No Parking" or "Fire Lane" areas. All areas NOT marked as a parking space are considered to be "No Parking" areas.
4. Only guests may park in marked GUEST spaces for a maximum of 7 days in any month. The vehicle must be moved every twenty-four hours and the guest requires no permit. The resident must contact Cornwall Security Services for permission if an out of town guest will be parking for more than 7 days.
5. Parking on cobblestone/stamped concrete areas in front of units is permitted for immediate loading and unloading only. Do not leave vehicle unattended.
6. No Parking space, including carports, is to be used for storage of any kind. Storage of unused, derelict, or inoperable vehicles on the property is prohibited.
7. Parked vehicles on perimeter streets must be in operable condition and not appear to be abandoned. Utility trucks and/or trailers and motor homes, boats or other recreational vehicles will NOT be parked on perimeter streets or in GUEST Parking spaces. Well-maintained boats may be parked in carports with written permission. All vehicles must visibly display current DMV registration.
8. No vehicle may park in the same space on the perimeter street for more than 72 consecutive hours, unless specific permission is obtained from Cornwall Security Services for special circumstances. Special circumstances exceptions may not exceed 30 consecutive days.
9. Vehicles may not block another carport, garage, or entrance and exit by other vehicles to or from Westlake Bay.
10. Tradesmen, repairmen, etc. should use guest parking spaces.
11. Residents must keep their carports and clean and free of debris, grease oil, rust, automobile fluids and other unsightly conditions. Neither carpet nor cardboard may be used to absorb vehicles fluids.
12. Garage doors should be kept closed when unattended.
13. No automobile overhaul or maintenance work shall be permitted on the property.
14. All drains empty into Westlake Lake, therefore Westlake Lake Management requires only biodegradable soap for vehicle washing. Degreasing any vehicle is prohibited.
15. The speed limit for any vehicle within the property is 15 MPH.
16. Vehicle noise (including motorcycles) must be kept to a minimum to ensure peaceful and quiet enjoyment to all who reside in our community. Car stereos must be kept at a minimum sound level.

Permits belong to the property of Cornwall Security Services. Permits remain valid only when the resident to which it is assigned is in good standing. Permits are invalid once a resident moves out of the Westlake Bay HOA.

Failure to follow all rules may result in the suspension of my parking privileges, issuance of a Notice of Parking Violation, immobilization and/or impound (CVC 22658) of my vehicle(s). Notice of Parking Violation and/or immobilization also has a fee due. The current fee for an immobilized vehicle is eighty-five dollars; violations range from twenty-five to eighty-five dollars.

Address: _____

Resident #1 Name: _____ Date: _____

Signature #1: _____

Resident #2 Name: _____ Date: _____

Signature #2: _____

Resident #3 Name: _____ Date: _____

Signature #3: _____

MUST BE SIGNED BY ALL LICENSED DRIVERS OF YOUR RESIDENCE

When completed, please send form to: **Community Property Management (CPM)**
PO Box 2817, Camarillo, CA 93011
Fax: (805) 987-8945

WESTLAKE BAY HOMEOWNERS ASSOCIATION
ARCHITECTURAL GUIDELINES
Adopted by the Architectural Committee
February 2007

INTRODUCTION AND OVERVIEW

As a group of 161 Owners In Common within the community of Westlake Bay, we share a unified desire to maintain and protect the beauty and value of our development. The CC&R's outline the esthetic and structural standards for all units and common areas within Westlake Bay and the Architectural Committee is entrusted with ensuring these standards are maintained.

While we are free to decorate or modify the non-structural areas of the inside of our units, all exterior surfaces are Common Areas, which fall under the jurisdiction of the Association as a whole.

Nothing may be attached or added to any exterior surface of any unit. However, on occasion an owner may wish to replace or upgrade windows, doors, entryways, patios or non-electrical wiring (ie: phone, cable) in or around their units. Each of these circumstances involves a modification of a Common Area and requires Architectural Committee approval.

Following are specific Architectural guidelines and standards, plus a submission form that must be completed and sent to Lordon Management so the committee may consider it.

The recorded Declaration of Covenants, Conditions, and Restrictions (CC&R's) affecting our property at Westlake Bay, charges the Architectural Committee with the responsibility, among other matters for reviewing and approving plans for alterations and improvements so that the architectural integrity, pleasant environment, congruous appearance and resulting property values are protected. In addition, the Architectural Committee is responsible for insuring that properties are maintained in accordance with the CC&R's.

If submitted and authorized, the approval of plans for new work or alterations to existing structures shall be for a period of one year from date of approval. If work is not started before the expiration of this period, plans must be resubmitted for approval.

SCOPE OF REVIEW

The purpose of these requirements is to encourage a high quality of design and construction in all physical improvements erected at Westlake Bay.

1. Installation, construction or alterations of the Improvements in the locations indicated will not be detrimental to the appearance of the surrounding areas of the Community as a whole.
2. The appearance of any structure affected by the proposed Improvements will be in harmony with the surrounding structures.
3. Installation, construction or alteration of the proposed Improvements will not detract from the beauty of the Community or the enjoyment thereof by the Owners.
4. Maintenance of the proposed Improvements will not become a burden on the Association.
5. The proposed Improvements are consistent with the Declaration of Covenants, Conditions, and Restrictions (CC&R's)

The Architectural Committee is not responsible for reviewing, nor may its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other Local Government Codes. It is the homeowner's responsibility to obtain permits and city inspections to ensure improvements conform with Local Government Codes.

DESIGN STANDARDS

EXTERIOR BUILDING AND TRIM PAINT: Standard paint colors for each building's exterior and trim are published on the Web Site. With the exception of front entry doors, only these colors may be used on the exterior of any unit.

WINDOW REPLACEMENT (City of Thousand Oaks Permit required:) Milgard white vinyl or bronze aluminum dual-pane, low E retrofit windows.

SLIDING DOOR REPLACEMENT (City of Thousand Oaks Permit required:) Milgard white vinyl or bronze aluminum dual-pane, low E nail-on units.

SCREEN DOORS: Entry screen doors are subject to Architectural Committee approval.

SECURITY GRILLES: Exterior door and window security grilles will not be approved. These improvements, if desired, may be installed on the interior of units.

PATIO STRUCTURES AND AWNINGS: Solid patio roof structures and awnings will not be allowed. Homeowners are encouraged to control sun exposure through the use of tinted window films, interior shades, or patio umbrellas.

AIR CONDITIONING UNITS: Relocation of air conditioning units and condensers must be approved by the Architectural Committee. Size and height of units should be shown on Elevation Drawings. Care shall be taken to insure that air conditioning units are placed so they are not visible from neighboring units and that noise and vibration resulting from their operation, do not create a nuisance. The Architectural Committee will normally require screening of these units.

STRUCTURAL MODIFICATION: (City of thousand Oaks Permit required:) Proposed interior structural modifications shall not adversely impact existing construction design or the function thereof.

FENCING: Additional fences are discouraged. However, any approval will be only on the basis of matching existing design and color.

FRONT ENTRY DOOR REPLACEMENT: Door style, type and finish/color subject to Architectural Committee approval.

DRAWINGS FOR PRELIMINARY APPROVAL

To avoid undue effort and expense, duplicate copies of Preliminary Drawings should be submitted to the Architectural Committee for review and approval before Working Drawings are undertaken. For preliminary approval, two (2) sets of drawings are required; one set will be retained in the Architectural Committee files, and the other set will be returned to the Homeowner. Preliminary Drawings shall contain the following information, as applicable:

1. Completed Application (form attached) for approval of Plans & Specifications.
 2. Prospective sketch, if desired, in order to clarify the proposed design.
 3. Signature of Architect or Engineer who is responsible for the preparation of the drawings.
-
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WORKING DRAWINGS AND SPECIFICATIONS FOR FINAL APPROVAL

Following approval of Preliminary Drawings, two (2) sets of Working Drawings, Specifications, and Color Materials Samples shall be submitted to the Architectural Committee for approval. When approved, one set will be retained in the Architectural Committee files and the other set will be returned to the Homeowner. Working Drawings shall contain all the information required for Preliminary Drawings, plus in certain circumstances where applicable:

Neighbor Awareness Statement: Signed by each affected neighbor or a signed statement of Applicant that all such affected neighbors have been given the Neighbor Awareness Statement with all required attachments.

GENERAL CONSTRUCTION REQUIREMENTS

1. **Use of Qualified Personnel:** It is the responsibility of each Owner to insure that qualified personnel perform all of the construction or installation activity. A general contractor or superintendent licensed in California shall be hired to construct the addition/alteration.
2. **Compliance with approved plans and specifications:** The Owner is responsible for insuring that the additions/alterations are constructed according to requirements of the CC&R's, Design Guidelines and City Codes.
3. **Safety Precautions:** The qualified personnel outlined above shall take all necessary precautions for the safety of all persons, materials and equipment on or adjacent to the site. Approved barriers, lights, signs, and other safeguards shall be erected, furnished and maintained. Adequate warning will be given to everyone on or near the site of dangerous conditions during work.
4. **Hours of Construction:** All construction activity shall be limited to the following:
Mondays through Fridays: 8:00 am to 5:30 pm
Saturdays: 9:00 am to 4:00 pm
Sundays or National Holidays: No construction activities
5. **Site Maintenance:** The Owner shall be responsible to ensure that the site is maintained daily in a neat and clean condition.
6. **Disposal of Waste Material & Debris:** All debris and trash generated by the qualified personnel shall be removed and properly disposed of from the job site and not placed in Community dumpsters.
7. **Inspection:** A request or inspection may be required by the Architectural Committee as a condition for approval.

FOR FURTHER DETAILS, PLEASE CONSULT THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR WESTLAKE BAY.

**WESTLAKE BAY
HOMEOWNERS ASSOCIATION
ARCHITECTURAL MODIFICATION REQUEST**

TO: WESTLAKE BAY ARCHITECTURAL COMMITTEE

**c/o Community Property Management
P.O Box 2817
Camarillo, CA 93011-2817
Alex@cpm1.com ~ Fax: 805-987-7906**

To be completed by CPM

Application #: _____

Date Received: _____

Date Reviewed: _____

DATE: _____

NAME: _____

PROPERTY ADDRESS: _____

MAILING ADDRESS: _____

PHONE #: _____ E-MAIL _____

ARCHITECT, ENGINEER, OR OWNER'S REPRESENTATIVE (if applicable): _____

TELEPHONE NUMBER/E-MAIL _____

PROPOSED MODIFICATION: Include all specifications, including color, make/brand, material, etc. (Attach additional pages, if needed)

PROPOSED STARTING DATE: _____

Attachments being submitted are:

_____ Preliminary Plans

_____ Final Plans & Drawings

_____ Other: _____

Final drawings should not be prepared until after preliminary plans have been approved.

Any request missing any of the above information, or if unclear, will be returned without processing.

ARCHITECTURAL CONTROL COMMITTEE RECOMMENDATIONS

This application has been:

☐ Approved

☐ Disapproved

☐ Conditional Granted

Comments: _____

Director/ Architectural Signature: _____

Date: _____

ARCHITECTURAL APPROVAL REQUEST

This approval shall be limited to the items specifically set forth herein and is hereby granted upon the following terms and conditions. The violations thereof or non-compliance therewith will be grounds for the rescinding and revocation of the approval hereby granted.

1. Any planting shall not interfere with designed operation of association sprinkler heads or hinder landscape maintenance.
2. Any installations, interior or exteriors, must not alter existing construction design or the function thereof.
3. Any work done in an owner's home or on the common property shall be subject to all existing State, City, County and Association laws, ordinances and regulations.
4. All work will be subject to inspection by the Association. The owner will be held responsible for any deviations of the above and will be required to make any necessary corrections at the owner's expense.
5. By the execution and acceptance of this Permit, and the terms and conditions hereof, the owner acknowledges that he has been advised that the above installation, when completed, forming a part of the common elements, will not be the subject of any insurance coverage of loss prevention or indemnification coverage by the Association.
6. Owner hereby acknowledges that the responsibility to repair and maintain the above installation is the responsibility of the present or future owner. If the unit is sold, it is the present owner's responsibility to provide a copy of this Agreement to the buyer. The buyer must provide the Association with a signed copy of said Agreement prior to the close of escrow.
7. Owner, by the execution and acceptance of this Permit has remised, released, and forever discharged, and by these presents does remise, release, and forever discharge the said Association of and from all obligations, controversies, suits, actions, causes of actions, trespasses, variances, damages, claims or demands, in law or in equity, which against the said Association the resident ever had, now has or hereafter can, shall, or may have, for, upon or by reason of any damage to the above installation occurring in any manner whatsoever.
8. By execution of this application, the Owner, acknowledges they have been advised that it's recommended that you, as the Owner, request copies of insurance coverage, both liability and workers compensation insurance, naming you, the Owner, as an *additional insured*, by all contractor(s).

If the Board/Committee approves this request, I accept this approval upon the terms and conditions set forth which have been fully read by me

OWNER'S SIGNATURE: _____ DATE: _____

Westlake Bay Homeowners Association

RESIDENT INFORMATION

Please complete this form and return to CPM

Today's Date: _____

Property Address: _____

Mailing Address (if different): _____

HOMEOWNER CONTACT INFORMATION

Homeowner Name: _____

Home #: _____ Cell #: _____ Work #: _____

E-mail Address: _____ Fax #: _____

2nd Homeowner Name: _____

Home #: _____ Cell #: _____ Work #: _____

E-mail Address: _____ Fax #: _____

EMERGENCY CONTACT INFORMATION

Name: _____ Relationship: _____ Phone #: _____

TENANT CONTACT INFORMATION (IF APPLICABLE)

Tenant Name(s): _____ Daytime #: _____

E-mail 1: _____ E-mail 2: _____

Date Lease Begins _____ Date Lease Ends: _____

RESIDENT VEHICLE INFORMATION

<u>Vehicle Make AND Model</u>	<u>Year</u>	<u>Color</u>	<u>License Plate</u>	<u>Vehicle Owner</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

C/O Community Property Management

P.O. Box 2817 - Camarillo, CA 93011

Phone: 805-987-8945 - Fax: 805-987-7906 Stacey@cpm1.com or Alex@cpm1.com

Westlake Bay Homeowners Association
Tenant Compliance Form

When a unit is occupied by anyone other than, or in addition to, the titleholder, and immediate family, a Tenant Compliance Form must be on record with the Association. All off site owners must provide the Homeowner's Association with the following information about the occupants of their units and update it whenever there is a change. It is the homeowner's responsibility to:

- Give the new occupants a copy of the Rules and Regulations and a pool key, obtain parking permit(s); and
- Complete the Tenant Compliance Form and mail it to Community Property Management.

Unit Address: _____

Owner's Name (please print) _____

Owner's Mailing Address (please print) _____
(Street Address)

(City / State / Zip)

Owner's Phone Number: Home / () _____

Owner's Phone Number: Work/ () _____

Please list the names and contact numbers of the occupants below. Additional names can be listed on reverse.

Name	Phone	Adult/ Minor (Age)
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_____	_____	_____
_____	_____	_____
_____	_____	_____

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I have given my tenant(s) a copy of the Rules and Regulations of the Westlake Bay Homeowners Association and understand that I am responsible for my tenant's / guest's actions. I also understand that I am responsible to inform the Homeowner's Association immediately of any changes in tenants.

Date: _____

Unit Owner's
Signature: _____

Please return your
completed form to:

Westlake Bay Homeowners Association
c/o Community Property Management (CPM),
PO Box 2817, Camarillo, CA 93011