

WESTLAKE VILLAS
COMMUNITY ASSOCIATION

HANDBOOK
And
RULES & REGULATIONS

Revised – 2021

Table of Contents

| | |
|--|----|
| A. PREAMBLE | 3 |
| B. COMMUNITY RELATIONS | 3 |
| B-1. REGISTRATION | 3 |
| B-2. GUEST | 4 |
| B-3. COMMON AREA DAMAGE | 4 |
| B-4. NEIGHBORLY CONDUCT | 4 |
| B-5. SIDEWALKS | 4 |
| B-6. EXTERIOR SIGNAGE | 5 |
| B-7. EXCLUSIVE USE AREA - PATIOS/BALCONIES | 5 |
| B-8. COMMON AREA SYSTEMS | 6 |
| B-9. PARKING | 6 |
| B-10. ANTENNAS | 7 |
| B-11. MOVING | 7 |
| B-12. GATES | 7 |
| B-13. PETS | 8 |
| B-14. SPEED LIMIT | 8 |
| B-15. TRASH CONTAINERS | 8 |
| B-16. ARCHITECTURAL CONTROL | 8 |
| B-17. BUSINESS ACTIVITIES | 9 |
| B-18. WINDOW COVERINGS | 9 |
| B-19. CLOTHESLINES | 9 |
| B-20. POWER EQUIPMENT AND CAR MAINTENANCE | 10 |
| B-21. DRAINAGE | 10 |
| B-22. SPORTS FIXTURES | 10 |
| B-23. FLAGS | 10 |
| B-24. GARAGES | 10 |
| C. CLUBHOUSE FACILITIES | 11 |
| C-1. RESERVATIONS | 11 |
| C-2. EXCLUSIVE RESERVATIONS | 11 |
| C-3. DEPOSIT | 11 |
| C-4. CLUBHOUSE FURNITURE | 12 |
| D. SWIMMING POOL / SPA / EXERCISE ROOM/ PATIO AREAS | 12 |

| | |
|---|-----------|
| D-1. GUESTS | 12 |
| D-2. CHILDREN | 12 |
| D-3. HOURS..... | 12 |
| D-4. RADIOS | 12 |
| D-5. SWIMMING/SPA ACTIVITIES | 13 |
| D-6. CONTAINERS | 13 |
| D-7. POOL/SPA SERVICE..... | 13 |
| D-8. PATIO FURNITURE | 13 |
| D-9. ALCOHOLIC BEVERAGES AND FOOD | 13 |
| D-10 POOL MONITORS | 13 |
| E. ENFORCEMENT | 14 |

If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

WESTLAKE VILLAS COMMUNITY ASSOCIATION RULES AND REGULATIONS

A. PREAMBLE

- A-1. The authority for the Board of Directors to form and enforce rules and regulations is provided by the Declaration of Covenants, Conditions and Restrictions under Article 4.2.7. A copy of this Declaration was required to have been provided to each owner at the time of purchase of their condominium unit.
- A-2. The Board of Directors may create a Rules and Regulations Advisory Committee. The duty of this committee is to advise the Board of Directors regarding the Rules, the Bylaws and the Declaration of Covenants, Conditions and Restrictions.
- A-3. The Management Company of the Westlake Villas Community Association has been instructed by the Board of Directors to require the compliance of all persons on Association properties with the provisions of all Rules, the Bylaws and the CC&R'S. In the instance of a person violating the Rules, the Bylaws or the CC&R'S, the Management Company has further been instructed to do any of the following:
- a) Obtain names and addresses of violators and report to the Board of Directors.
 - b) Write violation letters to the appropriate parties
 - c) Call violators before the Board for disciplinary hearings.
 - d) Call upon a law enforcement agency for assistance.
- A-4. The Rules, as contained herein, are issued by the Board of Directors. They are supplemental to the Declaration of Covenants, Conditions and Restrictions. If there is any conflict, the provisions of the Declaration will prevail.

The Rules are intended as a guide to the conduct and activities of all members, lessees and residents of the Westlake Villas Community Association and their guests, to the end that everyone living in and using the facilities will enjoy the maximum pleasure without annoyance or interference from others. Strict observance and adherence is urgently requested by the Board of Directors.

B. COMMUNITY RELATIONS

B-I. REGISTRATION

All members and residents must be registered with the Association through the Management Company.

- a) Association members are those individuals owning a condominium unit.
- b) Residents are defined as persons who live in the Westlake Villas community. Owners leasing their units) retain their voting right in the Association but

assign the use of all common facilities of the community to the lessee of their units). The lessee assumes the privileges and responsibilities of membership as hereinafter stated, but does not have a voting right. The vote belongs only to the owner. Non-resident owners are not permitted to use any common area facilities when so assigned to a lessee except as a guest of a resident.

- c) The lease or rental agreement must be in writing and shall be subject to the CC&R'S and adopted rules.

B-2. GUEST

- a) Guest/s must be accompanied by a host or hostess resident of the Association when using the facilities of the Association.
- b) It is the right and duty of each resident to question the presence of any person who appears to be trespassing and/or advise the Association or Management Company regarding the situation.

B-3. COMMON AREA DAMAGE

Members, lessees and residents are responsible for payment of all cost of repairs for all damage to the Association's property caused by themselves, members of their families or their guests.

B-4. NEIGHBORLY CONDUCT

- a) All activities, whether individual or group, shall be conducted at a noise level that is reasonable and not disturbing to other Association residents. Each owner or resident is responsible for the conduct and behavior of their children, guest/s, and any visiting children and for any property damage caused by such persons. No loud power equipment, hobby shops or carpenter shops shall be operated or conducted in a unit, garage or common areas without the prior written consent of the Board.
- b) Vehicles, toys, or bicycles are not allowed to be parked or placed so they block or interfere with pedestrian traffic on the sidewalks. The placement of unattended bicycles, tricycles, play toys, or other equipment anywhere in the front of a unit or areas visible from adjoining units is prohibited.

B-5. SIDEWALKS

Community sidewalks are to be utilized for ingress or egress only from building and units. They shall not be obstructed in any manner or used for any other purpose, including placement of barbecues, storage, etc.

B-6. EXTERIOR SIGNAGE

One sign of customary and reasonable dimensions advertising the unit for sale, lease, rent or exchange may be displayed in the window of a unit or other area designated by the Association.

B-7. EXCLUSIVE USE AREA - PATIOS/BALCONIES

- a) No Exclusive Use Area may have more than five flower/plant pots. No flower/plant pots may exceed 17 inches in diameter.
- b) Plant containers placed on Exclusive Use Areas may not obstruct walkways and must have a drip or overflow pan that prevents water from leaking. Plant containers must be placed on a raised platform or footing to allow air circulation under the overflow pan. Plant containers must be moved at least once every three months to avoid dry rot. Planters/pots must be of a neutral color and in good repair and plants must be alive and maintained. Plants cannot be taller than twelve (12) inches above the top of the railings. Plant containers shall not block the flow of traffic in the building alcoves. Trees or dwarf trees in containers are prohibited.
- c) Recognized holiday (e.g. Valentine's Day, Halloween, etc.) decorations are allowed no earlier than two (2) weeks before the holiday and removed within two (2) weeks following the holiday. For winter holidays, decorations permitted beginning November 15 and removed by January 15.
- d) Patio furniture designed for exterior use may be placed on Exclusive Use Areas. Owners shall not be permitted to place or use camping furniture, folding chairs/tables or outdoor couches. Patio furniture shall not block the flow of traffic in the building alcoves. Patio umbrellas are prohibited.
- e) Bird deterrents are allowed between February 1 and August 31. No more than two (2) bird deterrents may be hung and shall be more than one (1) foot apart.
- f) As per California Fire Code 308.1.4, no Owner shall be permitted to place or use any flammable material, wood, gas or charcoal burning device on the Exclusive Use Area or in the garage.
- g) Other than the items specifically listed in section 1 and 6 above, no items of personal property may be stored on any Exclusive Use Area. No items may be attached to any Exclusive Use Area or Condominium Building.
- h) In order to maintain the deck coating warranty, the following items are prohibited: a) heavy or excessive potted plants placed on the surface, b) excessive amounts of debris left on the surface for an extended time period, c) abrasive scrubbing of the surface, d) harsh chemicals or solvents such as gasoline, lighter fluid, paint thinner, etc., e) hot coals or extreme heat from barbecue grills, f) dragging of items over the surface, g) carpets, rugs or other items that cover the deck surface, h) installation of grouted tile or adhering other "like" material products to the surface, i) do not puncture or penetrate the surface or sheet metal flashings and j) animal feces and urine on the deck.
- i) Exclusive Use Areas shall be considered as an aesthetic addition to the buildings and utilized in good taste so as to be generally attractive and inoffensive (as determined by the Board) to other residents. Residents are responsible for keeping the Exclusive Use Areas clean and attractive.

- j) The Association or its employees, agents, or representatives may remove items that are placed on the balcony in violations of section 1, 3, 4, 5, 6 and 7 above, and store them at the owner's expense. If the items are not claimed within 30 days, the Association will then dispose of or donate said items. Prior to disposing the items the Association will provide the owner with written notice of its removal of the items, said letter will include the last day for the owner to claim the items from the Association. The owner will be responsible for storage fees in an amount determined by the Board. Before the Board assesses such amount to the owner it will call the owner to a hearing with the Board.
- k) Items kept on an Exclusive Use Area in violation of any of these rules may result in fines to the Owner. Prior to the Board assessing fines to the Owner, it will call the Owner to a hearing with the Board.
- l) Any damage caused by an owner to an Exclusive Use Area, including without limitation by violating these Rules, shall be repaired by the Association at the sole expense of the responsible owner pursuant to Section 4.6.5 of the Declaration. Such costs may be levied against the responsible owner as a Special Assessment, subject to the owner's rights to notice and a hearing as set forth in the Declaration and California law.
- m) The Association may place signs within the Development informing members of the above Rules.

B-8. COMMON AREA SYSTEMS

Common area time clocks and lighting systems are to be adjusted and/or set by authorized personnel only.

B-9. PARKING

Vehicle parking within the community is severely limited and these rules are provided to help clarify parking regulations:

- a) Each Unit shall always have one exclusive use garage conveyed with title to the Unit.
- b) Garages must be utilized for the parking of the resident's authorized vehicle(s) to its full capacity.
- c) Each Unit with a one (1) car garage is allotted one (1) parking permit. Units with a two (2) car garage are not allotted a permit without prior written authorization from the Board. Parking Permits are issued when vehicles are registered with Management.
- d) Residents shall not park in the designated visitor spaces between the hours of 9:00 AM and 6:00 PM. Violators are subject to be towed at the owner's expense.
- e) All cars parked on the property between 8:00 PM to 8:00 AM must display a valid parking permit in plain view. If the parking permit is not displayed in plain view, the vehicle is subject to be towed at the owner's expense.
- f) Residents with motorcycles must register their vehicle with Management. Motorcycles that are not registered are subject to be towed at the owner's expense. Due to permit theft, motorcycles are not required to display a parking permit as long as they are registered with Management. If a guest brings a motorcycle to the

Property during permissible guest parking hours, they must notify management to ensure their motorcycle is not towed due to a lack of registration.

g) Residents shall not park in the designated handicapped spaces, without a disabled parking placard, license plate, or in violation of the state laws.

h) No owner shall be permitted to park more than two vehicles within the community without prior written authorization from the Board.

i) No trailer, camper, mobile home, commercial vehicle, truck (other than a standard size pick-up truck), inoperable automobile, or similar equipment shall be permitted to remain upon any area within the property, other than temporarily, unless they are parked in a garage with the door capable of being closed.

k) No noisy, smoky or off-road unlicensed vehicles shall be operated upon the Property.

l) Vehicles shall display current DMV registration at all times.

m) Visitor parking is 8:00 AM to 8:00 PM. Visitors/guests may not park overnight in the Property.

n) Vehicles shall not remain in the same parking space for more than seventy-two (72) consecutive hours without prior written authorization from Management. If the vehicle has not moved after seventy-two (72) hours the vehicle is subject to be towed at the owner's expense.

o) Vehicles shall not be parked in a manner that restricts the ingress and egress of garage areas, driveways, streets or sidewalks.

p) No more than one vehicle, including Motorcycles, may be parked within the same parking stall.

q) Motorcycles shall not be parked in front of a unit entry door.

r) Should open parking spaces be full and not available to additional vehicles, these vehicles shall be parked outside of the community.

B-10. ANTENNAS

No television aerial, microwave or satellite dishes, or connections shall be installed, erected or constructed on any separate interest or Exclusive Use Common Area without the prior written notification to the Board. No television aerial, microwave or satellite dishes, or connections shall be installed, erected or constructed on Common Area (other than Exclusive Use Common Area) without prior written consent from the Board.

Satellite dishes may not be attached to balcony railings nor they be attached to any exterior building surface.

B-11. MOVING

Members are responsible for payment of all costs incurred for repair or damage done to Association common property during move-in or move-out activities.

B-12. GATES

The community has restricted access through the, privacy gates located at the pool. No owner shall give the access code or an automatic controller to a non-resident.

B-13. PETS

Two normal and customary household pets such as dogs, cats, fish or birds may be maintained within a unit under the following conditions:

- a) Whenever pets are outside of the resident's Unit, they must be on leash and under full control of the owner.
- b) Residents must clean up after their pets.
- c) Residents shall be responsible for any personal injury or property damage caused by their pets.
- d) Pets emitting excessive noise, or in any manner unduly disturbing other residents, may be removed from the premises of the Association by order of the Board of Directors after notice and a hearing.
- e) Pets are not allowed within the confines of the pool-patio area or clubhouse areas.
- f) No pets of any kind shall be raised or bred in any Unit or portion of the community,
- g) No animal of any type shall be kept on the patio or balcony of any Unit.

B-14. SPEED LIMIT

The maximum speed limit within the confines of Westlake Villas is 10 MILES PER HOUR.

B-15. TRASH CONTAINERS

- a) Trash containers must be stored within the enclosed garage of each Unit. Containers may not be stored in view of the Common Area outside of the permitted trash container collection day.
- b) Residents are responsible for placing their trash containers out for collection no earlier than the evening before the collection day.
- c) Trash containers shall be returned to the garage on the same day as they are collected by the trash collection agency.
- d) Trash containers must be properly labeled and clearly display the Unit number on to which the container(s) belongs to.

B-16. ARCHITECTURAL CONTROL

- a) The Board of Directors has, or will develop, guidelines concerning exterior changes to your Unit. These guidelines will conform to the CC&R'S of the Association. The purpose of these guidelines is to provide the required information and forms regarding any exterior changes and modifications to the home so the Committee may render a decision.
- b) The Board of Directors is responsible for approving any structural alterations to the interior of your Unit, Association Property or Common Area surrounding any Unit. No plumbing or electrical work within any weight-bearing or common walls

(except for emergency repairs) shall be performed by any Owner without the prior written approval of the Board of Directors.

c) No, fence, wall, obstruction, screen, awning, or structure of any kind shall be commenced, erected or maintained upon the Property, including the Exclusive Use Common Areas, nor shall any alteration, attachment or improvement of any kind be made thereto until the same has been approved in writing by the Board.

d) When applying for approval, please send as much information as you can, including but not limited to the following items:

1. Completed Application Form (available from Management Office).
2. Exact location. Use a scale drawing if applicable.
3. State nature, kind, shape, color, size, materials, composition and description.
4. Photo, sketch or copy of an advertisement or facsimile.
5. Contractor's name or company making the item etc.
6. Two (2) sets of plans (11"x 17").
7. Please send all applications for approval to Management

Please remember that you must get written approval BEFORE making any changes.

e) Alterations, additions or modifications made to the exterior surfaces of your Unit must have prior written approval from the Board of Directors. These include gutters, wind chimes, sun screens, windows, screen doors, bamboo blinds, lattices, antennas, garage doors, etc.

f) Any alterations that do not have prior written approval of the Board of Directors will be removed by the homeowner and the area restored to its original condition. Should the homeowner fail to comply, the Association will arrange for the work to be contracted out and billed to the homeowner. Bills not paid are subject to lien.

g) In addition, the Board of Directors may also assess fines of not more than \$100 per day for non-compliance of Board requirements to have non-approved alterations restored to their original condition.

B-17. BUSINESS ACTIVITIES

Business activities that are prohibited and permitted are defined in Article 2.2 of the CC&Rs. Personal garage sales are specifically prohibited.

B-18. WINDOW COVERINGS

In order to maintain the uniform aesthetic attractiveness of the Association, residents are required to ensure that all window treatments visible from the outside be similar in style and color to those originally installed by the Developer. Owners are responsible for maintaining the window coverings in a clean and neat appearance. No newspapers, sheets, reflective screening, aluminum foil or other nonstandard window coverings are allowed on the windows. Air conditioners/fans may not be placed in a window.

B-19. CLOTHESLINES

- a) No exterior clotheslines or other outside clothes drying or airing facility shall be erected or maintained on the property in any location.
- b) No clothes washers, clothes dryers, refrigerators or freezers may be kept, stored or operated on any balcony, patio, porch or other exterior area.

B-20. POWER EQUIPMENT AND CAR MAINTENANCE

- a) No power equipment, work shops or car maintenance of any nature shall be permitted on the community, including within an Owner's Unit or garage, without the prior written approval of the Board.

B-21. DRAINAGE

No Owner shall perform any act or construct any improvement which would interfere with the natural or established drainage systems or patterns within the community without the written consent of the Board.

B-22. SPORTS FIXTURES

No basketball standards, hoops or backboards or other sports apparatus shall be permitted in the Common Area or attached to the buildings. Recreational facilities are located in the City maintained park across the street from the community.

B-23. FLAGS

A flag of the United States made of fabric, cloth or paper (in good repair) may be displayed within the homeowner's Unit only. Flagpoles or staffs are prohibited.

Posting or displaying of noncommercial signs, posters, flags or banners made of paper, cardboard, cloth, plastic, fabric, wood or metal are permitted and may be posted or displayed from the interior of a window. The size may not exceed 9 square feet for signs and posters and 15 square feet for flags and banners.

Signs, posters, flags or banners may not be placed in the Common Area or on the exterior of any unit.

B-24. GARAGES

No garage doors shall be permitted to remain open except for temporary purposes (including, as reasonably required for ingress to and egress from the interiors of the garages.) Garages shall not be used for any living, recreational, business or other purpose, including, without limitation, storage (other than incidental storage) which will prevent the parking of the number of vehicles within such garage for which the garage was constructed.

B-25. DOORBELLS

Homeowners may purchase and install the Ring Doorbell Product without going through the application process provided that the approved model be purchased. All other security cameras and doorbells must be approved by the Board prior to installation.

B-26. LOCKS

Homeowner may purchase and install a Kwikset SmartCode 913 Single Cylinder Locks in a Satin Nickel finish without going through the application process provided that the approved model be purchased. All other security lock systems must be approved by the Board prior to installation

C. CLUBHOUSE FACILITIES**C-1. RESERVATIONS**

- a) The Clubhouse may be used on an exclusive basis by individual owners upon application and approval of the Association or Management Company. The pool, spa and barbecue area may not be exclusively reserved. The facilities must be left in the same order and state of cleanliness as found. Any maintenance required by the Association will be billed to the owner at actual cost.
- b) The Clubhouse may be used and reserved for private entertaining of the type normally done in a private home or private club, subject to provisions of these rules.
- c) No resident shall directly or indirectly use the Clubhouse facilities for any commercial selling or fund raising activity, nor for meetings or parties of any outside organized groups.
- d) Use and reservations will not be granted unless the resident is personally active and present as host or hostess for the event.

C-2. EXCLUSIVE RESERVATIONS

- a) All requests for exclusive use rental of the Clubhouse must be in writing on the form available from the Management Company at least two weeks in advance of your reservation date, and shall require the approval of the Board of Directors or Management Company. The Board may not grant approval if it believes that a reservation for the time requested may unduly interfere with the reasonable use and enjoyment by other residents or otherwise is in contravention of these rules as stated herein.
- b) Exclusive reservations for the Clubhouse shall be noted in the Association or Management Company's reservation book. Reservations shall be made on a first come basis.
- c) Homeowner assessments must be current in order to reserve/rent the Clubhouse.

C-3. DEPOSIT

- a) Charges for use of the Clubhouse shall be established by the Board and as shown on the Reservation Contract Form available from the Management Company.
- b) If the number of guests exceeds 31, there will be additional charges for guard services, for which the member is responsible to arrange and pay.

- c) Payment shall be made no later than one week before the event.
- d) The resident/host will be responsible for kitchen equipment or other equipment used and for all cost incurred for repair of damages to facilities and furnishings by themselves, their guests, their employees or caterers, and for losses of property entrusted to them based on post-party inspection.
- e) A refundable cleaning and security deposit of \$300 shall be deposited with the Management Company and accompany the Reservation Contract Form.
- f) The deposit will be refunded provided the premises has been cleaned and there are no damages.

C-4. CLUBHOUSE FURNITURE

Furniture is not to be moved without the consent of the Association Board or Management Company.

D. SWIMMING POOL / SPA / EXERCISE ROOM/ PATIO AREAS

D-1. GUESTS

- a) It is the responsibility of each resident to accompany any guests to the pool-patio and exercise room areas.
- b) The number of guests shall be limited to no more than four persons per unit so that other residents may have reasonable use of the pool-patio facilities at all times.

D-2. CHILDREN

Children under 14 may use the pool-patio areas only in accordance with the following schedule and must be accompanied by a resident adult.

D-3. HOURS

The pool-patio areas are open between the hours of:

6:00 a.m. - 10:00 p.m. everyday.

D-4. RADIOS

Radios, record players and other audio devices are not permitted in the pool-patio areas, unless they are used with earphones.

D-5. SWIMMING/SPA ACTIVITIES

- a) Usual and customary swimming attire is required.
- b) All bobby and hair pins must be removed before entering the pools.
- c) Diving, splashing, ball playing, tag games, cannon-balling, running or boisterous play of any kind are not permitted in the pool-patio areas. ,
- d) Please use designated footpaths to enter or exit pool area. Do not walk on the common area landscaping.

D-6. CONTAINERS

Unbreakable containers only are permitted in the pool-patio areas and must be removed following use. **NO GLASS CONTAINERS.**

D-7. POOL/SPA SERVICE

The pools/spas are closed during maintenance services.

D. SWIMMING POOL/SPA/EXERCISE ROOM/PATIO AREAS (CONT)

D-8. PATIO FURNITURE

Patio furniture shall always be returned to the original location and adjustment. Towels should be used to avoid suntan lotions from contacting the surface as this accelerates the wear of the furniture.

D-9. ALCOHOLIC BEVERAGES AND FOOD

Alcoholic beverages shall not be permitted in the pool area. No food or beverages of any kind shall be in the water at any time.

D-10 POOL MONITORS

- a. During the summer months, a Pool Monitor may be present to assist in the enforcement of the pool area rules for the enjoyment of all members. The Pool Monitor and Westlake Villas management are not life guards and pool users are expected to exercise restraint and care when using the water facilities. Use of the pool, spa and other fitness or recreational facilities is at your own risk. Call 911 in the event of an emergency. Disrespectful, argumentative or aggressive behavior towards anyone, including the pool monitors, Westlake Villas Management or other Association

representatives is prohibited. Removal from the pool area may result in the immediate loss of pool privileges.

If Resident/member is removed from the pool area, all guests of the Resident/member will also be removed. The owner will subsequently be called to hearing to discuss member discipline with appropriate action taken to address the issue.

Westlake Villas Management or other Association representatives have the authority at their discretion to deny entry to or use of the Westlake Villas Pool/Spa and Fitness Room to anyone at any time for any reason they deem necessary; to temporarily suspend a Member's Passpoint Access Card; who has an outdated owner or tenant occupied form; who has or is behaving in manner that violates the Association Rules and/or which is disrespectful or a threat to other Association members, staff or other persons representing the association. Intimate sexual behavior and overly-expressive affectionate behavior is prohibited on Westlake Villas property. City Police may be called to intervene with further legal action and fines and/or long-term membership suspension may be administered by the Board of Directors.

THE OWNERS, THE ASSOCIATION, AND MANAGEMENT ARE NOT RESPONSIBLE FOR ACCIDENTS OR INJURIES.

HOMEOWNERS ARE RESPONSIBLE FOR THE ACTIONS OF THEIR TENANTS AND GUESTS. IT IS EVERY RESIDENT'S RIGHT AND RESPONSIBILITY TO OBEY AND TO ENFORCE THESE RULES.

PERSONS WHO REPEATEDLY VIOLATE THE RULES, OR BECOME DELINQUENT IN PAYING HOMEOWNERS DUES, MAY LOSE THEIR POOL PRIVILEGES.

REMEMBER: THE POOL AND SPA ARE FOR THE ENJOYMENT OF ALL RESIDENTS.

E. ENFORCEMENT

Fines: To insure compliance with the above-mentioned guidelines, Homeowners may be fined. Minimum fine amount is \$25.00 and will accrue with the continuation of violations. Fine amounts are to be set by the Board of Directors based on the merits of each violation, but shall not exceed \$500 per incident or per day.

Due Process Requirements: Before the Board imposes any monetary penalties or suspension of membership rights or Common Area use privileges against any member for failure to comply with the Declaration, these Bylaws or the Association

Rules, the Board must act in good faith and satisfy each of the following requirements:

1. The member must be given 15 days prior notice of the discipline to be imposed and the reasons for the said discipline. Notice may be given by any reasonable method. If the notice is given by mail, it must be sent by first class or certified mail to the last address of the member as shown on the Association's records.
2. The member must be given an opportunity to be heard, orally or in writing, by the Board. Members shall have the opportunity to present witnesses on the member's behalf and to cross-examine any witnesses that may testify against the member.
3. The member will receive written notice of the Hearing outcome within 15 days of the hearing date.

WESTLAKE VILLAS COMMUNITY ASSOCIATION MEMBERSHIP ASSESSMENT COLLECTION POLICY

All regular assessments are due, in advance, on the first (1st) day of each assessment period and are delinquent if not paid in full and received by mail within fifteen (15) days of the due date. Special Assessments and Special Individual Assessments are due on date(s) specified upon imposition and each installment thereof shall be delinquent if not received within fifteen (15) days after it is due. A late fee will be added monthly to the outstanding and delinquent amounts.

At the option of the Association, interest shall be due on all such amounts, once due and unpaid for thirty (30) days, at the rate of twelve percent (12%) per annum.

If any portion of any such assessment or late charge remains unpaid sixty (60) days after the delinquency date thereof, a "Letter of Intent" to file a Notice of Delinquent Assessment ("Lien") will be prepared and sent to the owner(s) of record. Please be advised that the Association has the right to collect all reasonable costs of collection.

All such amounts, and all other assessments and related charges thereafter due to the Association until all such amounts are paid, must be paid in full. The Association shall not be required to accept any partial or installment payments from the date of the institution of an action to enforce the payment of delinquent amounts to the time that all such amounts are paid in full.

If all such amounts have not been received ninety (90) days after the original due date thereof, a Notice of Delinquent Assessment ("Lien") will be prepared and recorded against the delinquent property and the owner(s) thereof, and all resulting collection fees and costs will be added to the total delinquent amount.

If the outstanding amounts and all associated legal costs are not received by the Association within thirty (30) days from recordation of Notice of Lien, the Association may, without further advance notice, proceed to take any and all additional enforcement remedies as the Association, in its sole discretion, deems appropriate, including, without limitation, non-judicial foreclosure of such Lien, judicial foreclosure, or suit for money damages, all at the expense of the property owners.

All payment received by the Association, regardless of the amount paid, will be directed to the oldest assessment balances first, until which time all assessment balances are paid, and then to late charges, interest and costs of collection unless otherwise specified by written agreement.

The Association shall charge a "returned check charge" of thirty dollars (\$30) for all checks returned as "non-negotiable," "insufficient funds" or any other reason.

All above-referenced notices will be mailed to the owner(s) of record at the last mailing address provided in writing to the Association by such owner(s).

The Board of Directors of the Association may revise this policy, either generally or on a case-by-case basis, if it finds good cause.

All assessments are to be made payable to your Association and mailed to P.O. Box 512989, Los Angeles, CA 90051-0989. Membership assessments may not be delivered to Board Members or MERIT Property Management, Inc. The mailing address for overnight payment of assessments is P.O. Box 512989, Los Angeles, CA 950051-0989, Attention: Cash Management.

MINUTES OF THE BOARD MEETINGS

Members may receive copies of the Association Board meeting minutes by requesting same, in writing, from the Association Manager. There is a minimal copying charge for this service.

NOTICE ASSESSMENTS AND FORECLOSURE

This notice outlines some of the rights and responsibilities of owners of property in common interest developments and the associations that manage them. Please refer to the sections of the Civil Code indicated for further information, you may wish to consult a lawyer if you dispute an assessment.

ASSESSMENTS AND NONJUDICIAL FORECLOSURE

The failure to pay association assessments may result in the loss of an owner's property without court action, often referred to as nonjudicial foreclosure. When using nonjudicial foreclosure, the association records a lien on the owner's property. The owner's property may be sold to satisfy the unpaid lien. Assessments become delinquent 15 days after they are due, unless the governing documents of the association provide for a longer time. (Sections 1366 and 1367.1 of the Civil Code)

In a nonjudicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges and interest. The association may not use nonjudicial foreclosure to collect fines or penalties, except for costs to repair common areas damaged by a member or a member's guests, if the governing documents provide for this. (Sections 1366 and 1367.1 of the Civil Code)

The association must comply with the requirements of section 1367.1 of the Civil Code when collecting delinquent assessments. If the association fails to follow these requirements, it may not record a lien on the owner's property until it has satisfied those requirements. Any additional

costs that result from satisfying the requirements are the responsibility of the association. (Section 1367.1 of the Civil Code)

At least 30 days prior to recording a lien on an owner's separate interest, the Association must provide the owner of record with certain documents by certified mail. Among these documents, the Association must send a description of its collection and lien enforcement procedures and the method of calculating the amount. It must also provide an itemized statement of the charges owed by the owner. An owner has the right to review the association's records to verify the debt. (Section 1367.1 of the Civil Code)

If a lien is recorded against an owner's property in error, the person who recorded the lien is required to record a lien release within 21 days, and to provide an owner certain documents in this regard. (Section 1367.1 of the Civil Code)

The collection practices of the Association may be governed by state and federal laws regarding fair debt collection. Penalties can be imposed for debt collection practices that violate these laws.

PAYMENTS

When an owner makes a payment, he or she may request a receipt, and the Association is required to provide it. On the receipt, the Association must indicate the date of payment and the person who received it. The Association must inform owners of a mailing address for overnight payments. (Sections 1367.1 of the Civil Code)

An owner may dispute an assessment debt by giving the Board of the Association a written explanation, and the Board must respond within 15 days if certain conditions are met. An owner may pay in full any assessments that are in dispute, under protest, and then request alternative dispute resolution. (Sections 1366.3 and 1367.1 of the civil Code)

An owner is not liable for charges, interest and costs of collection, if it is established that the assessment was paid properly on time. (Section 1367.1 of the Civil Code)

OWNER MEETINGS AND PAYMENT PLANS

An owner of a separate interest that is not a time-share may request the Association to consider a payment plan to satisfy a delinquent assessment. The Association must inform owners of the standards of payment plans, if any exist. (Section 1367.1 of the Civil Code)

The Board of Directors must meet with an owner who makes a proper written request for a meeting to discuss a payment plan when the owner has received a notice of a delinquent assessment. These payment plans must conform to the payment plan standards of the association, if they exist. (Section 1367.1 of the Civil Code)

The following summary of the Association's policies of insurance provides only certain information, as required by subdivision (3) Section 1365 of the Civil Code, and should not be considered a substitute for the complete policy terms and conditions contained in the actual policies of insurance. Any association member may, upon request and provision of reasonable notice, review the Association's insurance policies and, upon request and payment of reasonable duplication charges, obtain copies of those policies. Although the Association maintains the policies of insurance specified in this summary, the Association's policies of insurance may not cover your property, including personal property or real property improvements to or around your

dwelling or personal injuries or oilier losses that occur within or around your dwelling. Even if a loss is covered, you may nevertheless be responsible for paying all or a portion of any deductible that applies. Association members should consult with their individual insurance broker or agent for appropriate additional coverage.