

WESTLAKE LAKE MANAGEMENT ASSOCIATION

Westlake Lake Perimeter Area Access Policy & Access Agreement and Revocable License

Effective November 19, 2024

The following policy and rules have been adopted by the Westlake Lake Management Association ("Association") Board of Directors:

1. GENERAL

- A. The Association, through its Board of Directors, is charged with the fiduciary duty to operate and manage the Association's affairs, including managing and maintaining Westlake Lake (the "Lake") and the Westlake Lake Perimeter Area, defined in Article I, Section 1.25, of the Association's Tenth Certificate of Amendment of the Westlake Lake Recreational Area Restrictions ("CC&Rs"), as the following: "Perimeter Area" shall mean the area between the Lake boundary line adjoining any Lot and the Lake water's edge."
- B. Article IV, Section 4.6, of the CC&Rs states that "Lake Users may cross the Perimeter Area including with boats as necessary to gain access to the waters of the Lake to the extent they are entitled to use the Lake, but such access does not include the right to cross over, or upon any Perimeter Area improvements of, any Lot owned by an Owner where the Lake User has no easement or other right obtained from the owner of such Lot to do so."
- C. In order to minimize any alterations, modifications and/or damage to the Westlake Lake Perimeter Area that lies exactly between a Member's own Lot and the Lake boundary, the following is intended to set forth Rules and Regulations for accessing the Westlake Lake Perimeter Area and Lake (including its shoreline) by Members' and/or their contractors when performing work/services thereon (the "Policy").

Note: In summary, a portion of a Member's backyard, up to the shoreline, includes Perimeter Area property owned by WLMA, but the Member has full and exclusive access, use and maintenance responsibility of it. WLMA, through a surveyor, can confirm the precise boundary line of the Perimeter Area, if needed, which is also relevant when a Member seeks a permit from a city or county for any modifications.

2. REQUIREMENTS

- A. Members shall be required to execute the Access Agreement and Revocable License Westlake Lake Perimeter Area (the "Agreement") attached hereto as Exhibit "A" to this Policy before Members' and/or their contractors shall be allowed access to the Westlake Lake Perimeter Area or Lake to perform work and/or services. Members shall submit a copy of the Agreement to the Association's Lake Operations Management office.
- B. Prior to commencing any work or accessing the Westlake Lake Perimeter Area, and as the first step in any construction work that will take place on the Westlake Lake Perimeter Area or Lake, Members and their contractors shall obtain required permits (when necessary) approved from their District (i.e., HOA, POA, COA) for work performed on the Westlake Lake Perimeter Area and/or Lake and shall furnish copies of said approved permits to the Association and its management company before commencing any work or services on the Westlake Lake Perimeter Area and/or Lake.
- C. Other than for routine maintenance (described below), Members and/or their contractors shall not disturb, alter, modify and/or damage the Westlake Lake Perimeter Area and Lake when performing work/services. Members are responsible for any damage caused to the Westlake Lake Perimeter Area and Lake as a result of their acts or omissions or the acts or omissions of their contractor(s), and shall promptly pay for any repairs needed as a result thereof, to the extent not covered by Members' or contractor's insurance.

Routine Landscaping and Maintenance Exception - Routine landscaping and maintenance (e.g., trimming, mowing, planting or caring for flowers, shrubs and/or groundcover, lawn replacement, mulching, irrigation repairs) that does not involve Major Work, does not require WLMA approval or an Access Agreement.

- D. Members shall agree to indemnify, defend and hold harmless the Association, and its respective officers, directors, employees and agents, from any and all costs, liabilities, claims and expenses, including those from death or injury to any person or from a loss or damage to any real, personal or other property, to the extent arising from, or in connection with Members and/or contractors' willful, intentional, or negligent acts or omissions in connection with Members' and/or contractors' performance of any work on or adjacent to the Westlake Lake Perimeter Area and/or Lake.
- E. Members and their contractors shall recognize the potential for disruption to the quiet and peaceful enjoyment of nearby residents. Accordingly, Members and/or their contractors are obligated to perform all actions in a manner that is intended to be the least intrusive means of performance, and in compliance with their District's governing documents. Reasonable mitigation measures must be taken to minimize issues related to dust, debris, cleanliness, vibration, scheduling and conducting of work to minimize any such disturbance and/or damage.

- F. Prior to commencing work, Members shall ensure that contractors furnish Certificates of Insurance (including contractors' exclusions and proof of valid Workers Compensation Insurance) in the amounts as required by the Association, attached Agreement and/or by law. The Association and its management company shall be named as an additional insured on the Certificates of Insurance for the period of time the work is in progress, and contractors shall provide additional insured endorsements, naming the Association and its management company as additional insureds. Members shall submit Certificates of Insurance from their contractors to the Association's Lake Operations Management office.
- G. Members and their contractors shall comply with all required laws, local and state, and Members shall expressly inform their contractors that work performed in the Westlake Lake Perimeter Area and/or Lake shall be at contractors' sole risk. Members' contractors are responsible for keeping the work area in a clean and neat condition and free of hazards.

3. ENFORCEMENT

- A. The Association's Board of Representatives, through its Executive Committee (the "EC"), is authorized to take disciplinary action against a Member found to be in violation of the Policy. When a violation is reported, the EC will evaluate and impose, if appropriate, discipline as set forth in the governing documents. The EC has the authority to impose monetary fines and suspend Member privileges—including Lake access and privileges. The EC may also suspend a Member's revocable license granted by the Agreement should that Member be in violation of the Policy, the Agreement, or any of the Association's governing documents, and require that all work on the Westlake Lake Perimeter Area stop.
- B. Members are entirely responsible for ensuring that the rules, regulations, and policies of the Association are followed by their contractors.
- C. A monetary fine of \$500.00 per incident and/or a \$500.00 fine per day for ongoing violations may be levied against a Member and his/her Lot for failure to comply with the Policy.

EXHIBIT “A”

ACCESS AGREEMENT AND REVOCABLE LICENSE WESTLAKE LAKE PERIMETER AREA

MEMBERS SHALL BE REQUIRED TO EXECUTE THE “AGREEMENT” ATTACHED HERETO AS EXHIBIT “A” TO THIS POLICY BEFORE MEMBERS’ CONTRACTORS SHALL BE ALLOWED ACCESS TO WESTLAKE LAKE AND THE WESTLAKE LAKE PERIMETER AREA TO PERFORM WORK AND SERVICES.

ACCESS AGREEMENT AND REVOCABLE LICENSE WESTLAKE LAKE PERIMETER AREA

This Agreement ("Agreement") is made and entered into by and between _____, a member of Westlake Lake Management Association ("Member"), _____, contractor(s) working on behalf of Member (the "Contractor(s)") and Westlake Lake Management Association ("Association"). Member, Contractor(s), and the Association shall be collectively referred to herein as the "Parties".

RECITALS

- A. The Association is responsible for the maintenance of Westlake Lake and the Westlake Lake Perimeter Area ("Property"), as defined in the recorded Tenth Certificate of Amendment of the Westlake Lake Recreational Area ("CC&Rs") recorded on September 20, 2000, as instrument number 2000-0148344, in the official books of the Los Angeles County Recorder's Office.
- B. Member has requested access to the Westlake Lake Perimeter Area and/or Westlake Lake (including its shoreline) for the purpose of ingress and egress for a construction project, as more specifically described in the scope of work attached hereto, and made part of this Agreement, as **Exhibit "A"** ("Project"), and Contractor(s) shall work on Project.
- C. The Association's Tenth Certificate of Amendment of the Westlake Lake Recreational Area Restrictions ("CC&Rs") defines "Perimeter Area" as "the area between the Lake boundary line adjoining any Lot and the Lake water's edge."
- D. Article IV, Section 4.6, of the CC&Rs states that "Lake Users may cross the Perimeter Area including with boats as necessary to gain access to the waters of the Lake to the extent they are entitled to use the Lake, but such access does not include the right to cross over, or upon any Perimeter Area improvements of, any Lot owned by an Owner where the Lake User has no easement or other right obtained from the owner of such Lot to do so."
- E. The Association has agreed to grant Member, Contractor(s) and their agents, contractors, employees or otherwise, permission to enter upon the Westlake Lake Perimeter Area and/or Westlake Lake (including its shoreline) to perform the work and services necessary to carry out the Project ("Access").

NOW, THEREFORE, in consideration of the terms, conditions, agreements and provisions set forth herein, and by incorporation of the Recitals referenced above into these terms, the Parties agree as follows:

1. **Access Agreement.** Association, by way of this Agreement, hereby grants permission to Member and Contractor(s) to Access the Westlake Lake Perimeter Area and/or Westlake Lake to perform the Project pursuant to the terms and conditions of this Agreement and the Westlake Lake and Westlake Lake Perimeter Area Access Policy and Rules and Regulations, a copy of which Member and Contractor have obtained, read and fully understand. Notwithstanding, by entering into this Agreement, the Association does not guarantee or warrant Member's work performed in connection with the Project, and Member is solely responsible for the Project in all respects, including for its aesthetics, performance, suitability and any damage and/or destruction arising therefrom.
2. **Indemnification.** Member and Contractor(s), on behalf of themselves and their agents, contractors, employees or otherwise, agree to indemnify, defend and hold harmless the Association and its respective officers, directors, members and agents, from any and all costs, liabilities, claims and expenses (including attorney's fees and costs), including those from death or injury to any person or from any loss or damage to any real, personal or other property, to the extent arising from, or in connection with, Member's and/or Contractor(s)' willful, intentional, or negligent acts or omissions in connection with Member's and/or Contractor(s)' Access and/or performance of any work with respect to the Project.

ACCESS AGREEMENT AND REVOCABLE LICENSE WESTLAKE LAKE PERIMETER AREA

3. **Notification Requirements and Obligation to Minimize Inconvenience and Disturbance.** Access and entry pursuant to this Agreement is for the express, limited purpose of undertaking actions in furtherance of the Project. The Parties recognize the potential for disruption to the quiet and peaceful enjoyment of the residents within the Property. Accordingly, Member and Contractor(s) are obligated to perform all actions in a manner that is intended to be the least intrusive means of performance, and in compliance with their District's (i.e., HOA, POA, COA) governing documents. Reasonable mitigation measures must be taken to minimize issues related to dust, debris, cleanliness, vibration, noise, scheduling and conducting of work to minimize any such disturbance and/or damage.
4. **Safety.** Member and Contractor(s) shall assume all responsibility for providing a safe working environment for their employees and agents and complying with all required laws, local, state and federal. All work performed by Member and Contractor(s) shall be at the sole risk of Member and Contractor(s).
5. **Insurance Requirements.** Prior to Member and Contractor(s) commencing work/services on the Project, Member and Contractor(s) and their agents, contractors, employees or otherwise shall furnish Certificates of Insurance, including Member's and Contractor(s)'s exclusions and proof of commercial general liability (with limits no less than two million dollars (\$2,000,000) per claim), Workers Compensation Insurance (as required by law), and automobile insurance (covering owned, non-owned and hired vehicles). The Association and its management company shall be named as an additional insured on the Certificates of Insurance provided by Member and Contractor(s) and their agents, contractors, employees, or otherwise for the period of time the work/services on the Project are in progress, and shall contain an additional insured endorsement, naming the Association and its management company as additional insureds. Certificates of all such insurance shall be delivered by Member and Contractor(s) to Association, through its management company, upon execution of this Agreement and before any work on Project commences or Access is granted.
6. **Environmental Regulations.** Member and Contractor(s) and their agents, contractors, employees or otherwise shall comply with all environmental regulations through Access and work on Project, including all local, state, and federal laws. Member and Contractor(s) shall obtain all required permits and permission from local, state and/or federal agencies to Access Westlake Lake Perimeter Area and/or Westlake Lake.
7. **Revocable License.** This Agreement grants Member and Contractor(s) and their agents, contractors, employees or otherwise a revocable license over the Westlake Lake Perimeter Area and/or Westlake Lake, and the Association retains the right to revoke license hereby granted at any time and shall provide a forty-eight (48) hours' notice to Member and Contractor(s) of any revocation of the revocable license. The terms of this Agreement shall remain enforceable upon and after any revocation by the Association of the revocable license Member and Contractor(s) shall hold.
8. **Attorney's Fees.** If any Party hereto brings an action against the other by reason of any breach or default of any of the provisions of this Agreement, the prevailing Party in such action shall be entitled to recover from the other Party all costs and expenses of litigation, including reasonable attorneys' fees and costs.
9. **Authorization.** The persons signing this Agreement represent and warrant that they have the necessary power, consent, and authority to execute and deliver this Agreement on behalf of each of the Parties, and that this Agreement and **Exhibit A** constitute the final expression of the Parties' entire integrated agreement with respect to the providing Access to complete the Project. By signing this Agreement, Member warrants that the District Homeowners Association Member belongs to authorized and approved the construction activities for the Project that will proceed with Access provided by this Agreement.
10. **Entire Agreement.** This Agreement constitutes the final expression of the Parties' entire, integrated accord with respect to the subject matter of this Agreement. There are no other representations,

ACCESS AGREEMENT AND REVOCABLE LICENSE WESTLAKE LAKE PERIMETER AREA

warranties, agreements, arrangements or undertakings, written or oral, between or among the Parties hereto that relate to the subject matter of this Agreement which are not fully expressed herein.

Executed in the County of Los Angeles, State of California, this _____, 202__.

WESTLAKE LAKE MANAGEMENT ASSOCIATION

Date: _____

By: _____

MEMBER:

Date: _____

By: _____

CONTRACTOR:

Date: _____

By: _____

CONTRACTOR:

Date: _____

By: _____

Exhibit “A”

Scope of Work

(Attached)