

WESTLAKE LAKE MANAGEMENT ASSOCIATION

Dock Construction And Repair Rules And Regulations

Effective October 15, 2024

Westlake Lake Management Association ("Association") manages, controls, and owns Westlake Lake ("Lake") and regulates the Westlake Lake Recreational Area (as defined in the Association's Recreational Area Restrictions ("CC&Rs")). The Lake encompasses the land beyond the Lake water edges, referred to as the Perimeter Area within the CC&Rs, and the real property within the Lake and appurtenant to it ("Lake Property"). 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." For the purposes of these Rules and Regulations, the entire shoreline of Westlake Lake, including all shoreline appurtenant to each Lot that is part of the Association, including maintenance easement areas between the Westlake Lake Shoreline and the Lots, is the "Westlake Lake Perimeter Area. Pursuant to Sections 1.31 and 6.4(c) of the CC&Rs, the Association shall adopt and promulgate Dock Construction and Repair Rules and Regulations enforceable against the membership. The Association now sets forth these updated Dock Construction and Repair Rules and Regulations over the Lake, Westlake Lake Perimeter Area and eight Districts—which supersede the current Dock Construction and Maintenance Rules and Guidelines in their entirety—to further maintain control over the safety and appearance of docks, water use areas, and the scenic views in the Lake environment.

A. DOCK CONSTRUCTION APPROVAL REQUIREMENTS

- 1) The following dock construction activities and work requires the submission of an Application for Private/Group Dock Construction ("Application") and the execution of a Private/Group Dock Construction Revocable License Agreement ("Revocable License Agreement") to the Association's Lake Operations Manager, which will be subject to approval by the Association's Executive Committee.
 - a) Installation of new dock, either individual or group dock; and
 - b) Relocation of existing dock; and
 - c) Repair or replacement of existing dock.

The Revocable License Agreement must be fully signed before dock construction activities may begin.

- 2) Members submitting an Application for review must enclose all approved permits and plans and specifications required for the dock construction, repair and/or relocation, and proof of approval from the Member's District/HOA for community docks (i.e., docks adjacent to District/HOA property and servicing multiple Members in that District/HOA). Members shall not perform any work until and unless the Application is approved, in writing, by the Association and the Private/Group Dock Construction Revocable License Agreement is fully signed.
- 3) The Executive Committee and/or Lake Operations Manager reserves the right to condition the approval of any dock construction activities on additional requirements being satisfied that serve to protect the interests, integrity, and stability of the Lake and Westlake Lake Perimeter Area.
- 4) The approvals and permissions granted by the Revocable License Agreement can be revoked at any time by the Association for failure to meet any condition(s) contained in the Revocable License Agreement or to protect the interests, integrity, and stability of the Lake and Westlake Lake Perimeter Area.

B. DOCK CONSTRUCTION GUIDELINES

- 1) All docks shall follow the rules, regulations and guidelines contained in these Dock Construction and Repair Rules and Regulations and in any amendments made to these rules, regulations and guidelines by the Association.
- 2) Docks secured to Perimeter Area must be installed within the easement granted to the member applicant for lake access from the member's property. No docks shall be designed, built, used, or located in any manner that may or does create a hazard or that unreasonably impedes access, as determined in the Association's sole discretion.
- 3) All docks shall allow for sufficient space for the Association's Lake Boat Patrols and staff to traverse through the Lake and Westlake Lake Perimeter Area (if applicable) and to perform regular cleaning of the Lake shoreline.
- 4) No docks shall be constructed on the Potrero Creek flood control basin area, unless subject to grandfathering pursuant to section 6.4(d) of the CC&Rs.
- 5) All docks must contain at least two posts/pillars sunk to the Lake bottom that anchor the dock. The posts/pillars must be perpendicular to the dock and protrude a minimum of forty-eights inches (48") above the waterline, up to a maximum of fifty-four inches (54") above the waterline.
- 6) All Members who install, repair and/or relocate docks shall be liable for any damage, including, without limitation, damage caused to the soil, cement

shoreline, Westlake Lake Perimeter Area, water and/or Lake bottom during said installation, repair and/or relocation. During construction, all materials, equipment, tools, etc. shall be stored on the member's Lot, and not on the Perimeter Area.

- 7) All dock construction and/or repairs must be performed with composite material and cannot be constructed from wood (except dock posts/pillars). All existing wood docks must use non-toxic, environmentally safe paint or heavy body stain that is applied in a manner to avoid pollution or contamination of the Lake.
- 8) All dock construction, maintenance, relocation and/or repair shall be subject to additional guidelines imposed by the Lake Operations Manager and/or Executive Committee as part of any approved Revocable License Agreement.

C. ENFORCEMENT OF DOCK CONSTRUCTION GUIDELINES

- 1) Dock construction, repair and/or relocation not approved by the Association shall be considered in violation of the CC&Rs and rules and be subject to removal or modification as required by the Association within fifteen (15) days of notice to the responsible Member. A Member may request in writing for up to a thirty (30) days extension to come into compliance with these Dock Construction and Repair Rules and Regulations, and the CC&Rs, which shall be subject to Association prior approval. Failure of a Member to comply by the applicable deadline set by the Association shall grant the Board the right to authorize the removal of any unauthorized improvements, construction and/or relocation and to charge the Member for removal and/or disposal costs as a special reimbursement assessment.
- 2) Members are entirely responsible for ensuring that the rules, regulations, and policies of the Association are followed by their contractors.
- 3) 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 these Dock Construction and Repair Rules and Regulations.

WESTLAKE LAKE MANAGEMENT ASSOCIATION (WLMA)

Application for Private/Group Dock Construction

32353 West Triunfo Canyon Road, Westlake Village, CA 91361; 818-889-5377

Applicant Information

Name _____

Address _____

Mailing Address _____

Phone _____

Email Address _____

Dock Construction/Repair GENERAL Description

Dock Construction/ Repair Plans, Permits, and Insurance Information

☐ Please attach detailed plans, specifications, and approved building permits (if required).

- For work and materials.
- For method of construction/installation, i.e., built on-site, off-site, method of transportation to installation location, etc.

☐ Please attach resolution signed by the Board of Directors of the District/HOA or Westlake Yacht Club approving a community dock (if applicable).

☐ Please attach proof of insurance (for Member AND Contractor(s), and showing WLMA as an "Additional Insured").

(Certificate of Insurance and Additional Insured Endorsement)

Owner Signature _____ Date _____

**Westlake Lake Management Association Information
(Completed by WLMA)**

Date of Application _____
Insurance Company _____
Insurance Policy Number(s) _____
Conditions of Approval (please attach to this Application)

Approved ☐
Denied ☐

Reasons for denial (if applicable)
(Attach to Application)

WLMA Signatures

LAKE OPERATIONS MANAGER

Signature _____ Print _____
Date _____

RULES COMMITTEE

Signature _____ Print _____
Date _____

EXECUTIVE COMMITTEE

Signature _____ Print _____
Date _____

PRIVATE/GROUP DOCK CONSTRUCTION REVOCABLE LICENSE AGREEMENT

This Agreement ("Agreement") is made and entered into by and between _____, a member of Westlake Lake Management Association ("Member"), and Westlake Lake Management Association ("Association"). Member 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. 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." For the purposes of this Agreement, the entire shoreline of Westlake Lake, including all shoreline appurtenant to each Lot that is part of the Association, including maintenance and/or access easement areas between the Westlake Lake Shoreline and the Lots, is the "Westlake Lake Perimeter Area."
- B. Member has submitted the Application for Private/Group Dock Construction ("Application") to perform certain work on the Westlake Lake and/or Westlake Lake Perimeter Area, within Member's maintenance/access easement, as more specifically described in the scope of work attached hereto, and made part of this Agreement, as **Exhibit "A"** ("Project").
- C. The Association has approved the Application and shall agree to grant Member and their agents, contractors, employees or otherwise, a revocable license to construct, maintain, modify and/or repair a dock on the Westlake Lake and/or Westlake Lake Perimeter Area, in conformance with what is described in **Exhibit A** and any conditions of approval attached to Member's Application for Private/Group Dock Construction.

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. **Agreement for Dock Construction.** Association, by way of this Agreement, hereby grants permission to Member to complete the Project for the purpose of construction, repair, maintenance, relocation and/or modification of a dock on Westlake Lake and/or Westlake Lake Perimeter Area and to grant access to those areas reasonably necessary to complete the Project (the "Access"). 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 but not limited to its aesthetics, performance, suitability and any damage and/or destruction arising therefrom.
- 2. **Indemnification.** Member, on behalf of themselves and their agents, contractors, employees or otherwise, agrees 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 a loss or damage to any real, personal or other property, to the extent arising from, or in connection with, the willful, intentional, or negligent acts or omissions of Member or Member's agents, contractors, invitees, employees, or otherwise, in connection with performance of any work with respect to the Project.
- 3. **Obligation to Restore Property and Minimize Inconvenience and Disturbance.** Access and entry on Westlake Lake and/or Westlake Lake Perimeter Area pursuant to this Agreement is for the express, limited purpose of undertaking actions in furtherance of the Project. All areas subject to Member's Access must be restored to their pre-Access condition. Furthermore, the Parties recognize the potential for disruption to the quiet and peaceful enjoyment of the residents within the Property. Accordingly, Member is obligated to perform all actions in a manner that is intended to be the least intrusive means of performance. Member must make reasonable mitigation measures to minimize issues related to dust,

PRIVATE/GROUP DOCK CONSTRUCTION REVOCABLE LICENSE AGREEMENT

debris, cleanliness, vibration, noise, scheduling and conducting of work to minimize any such disturbance and/or damage.

4. **Safety.** Member shall assume all responsibility for providing a safe working environment for their contractors, employees and agents and complying with all required laws and the Association's rules and regulations. All work performed by Member shall be at the sole risk of Member.
5. **Insurance Requirements.** Prior to Member commencing work/services on the Project, Member and their agents, contractors, employees or otherwise shall furnish Certificates of Insurance, including Member's exclusions and proof of commercial general liability (with limits no less than two million dollars (\$2,000,000.00) 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, and evidenced by an Additional Insured endorsement, provided by Member and their agents, contractors, employees, or otherwise for the period of time the work/services on the Project are in progress. Member shall also provide copies of additional insured endorsements from their contractors, naming the Association and its management company as additional insureds through the period of time work/service on the Project are in progress. Certificates of all such insurance and additional insured endorsements shall be delivered by Member 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 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 shall obtain all required permits and permission from local, state and/or federal agencies to Access Westlake Lake and/or Westlake Lak Perimeter Area.
7. **Dock Construction Guidelines and Rules and Regulations.** Member and their agents, contractors, employees or otherwise shall comply with all the Association's governing documents in connection with the Project and dock construction on Westlake Lake and the Westlake Lake Perimeter Area, including, but not limited to, the Dock Construction and Repair Rules and Regulations, which Member has received, reviewed and understand.
8. **Revocable License.** This Agreement grants Member and their agents, contractors, employees or otherwise a revocable license over Westlake Lake and Westlake Lake Perimeter Area for the completion of the Project. Should Member or his/her agents, invitees or employees violate any terms of this Agreement or the Association's governing documents, Association shall provide Member with a fifteen (15) days' notice to correct the violation(s), which may be extended to thirty (30) days upon the Member submitting a written request for an extension and subject to Association's discretion. Failure of a Member to comply by the applicable deadline set by the Association shall cause Member's revocable license to terminate, and Association shall have the right to authorize the removal of any unauthorized improvements and stop any construction and to charge the Member for removal and disposal costs as a special reimbursement assessment. The terms of this Agreement shall remain enforceable upon and after any revocation by the Association of the revocable license Member shall hold.
9. **Revocable License Fee.** Member shall pay to Association a Revocable License Fee, which shall be charged to Member annually each year the Project dock remains. Association shall set the amount of the Revocable License Fee, in its sole discretion, which shall be prorated for the first annual term in accordance with when the Project, including the dock construction, is completed. Member agrees that the fee is reasonable and not unconscionable.

PRIVATE/GROUP DOCK CONSTRUCTION REVOCABLE LICENSE AGREEMENT

- 10. Attorney's Fees.** In the event of any claim, action, suit or other proceeding by any party in connection with enforcement of this Agreement, the prevailing party shall be entitled to all attorneys' fees incurred in said enforcement action.
- 11. 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, the Conditions of Approval attached to the Application for Private/Group Dock Construction, and **Exhibit A** constitute the final expression of the Parties' entire integrated agreement with respect to the providing Access to complete the Project.
- 12. Entire Agreement.** This Agreement, its Exhibits, and any conditions of approval attached to the Application for Private/Group Dock Construction, constitute the final expression of the parties' entire, integrated accord with respect to the subject matter of this Agreement. There are no other representations, 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 _____ State of California, this _____, 2024.

WESTLAKE LAKE MANAGEMENT ASSOCIATION

Date: _____

By: _____

MEMBER:

Date: _____

By: _____

Exhibit “A”

(Scope of Work)