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**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR**

FOXMOOR COVE

(A PORTION OF WESTLAKE)

PREAMBLE

THIS DECLARATION is made on May 5, 1969, by WESTLAKE VILLAGE, a partnership, as owner of the real property in the City of Thousand Oaks, County of Ventura, described in Exhibit "A" which is attached hereto and incorporated herein by this reference.

The real property described in Exhibit "A" is part of a larger land area owned by WESTLAKE VILLAGE which is to be developed into the community of WESTLAKE. The development which is the subject of this DECLARATION will be known as FOXMOOR COVE.

The area from which the FOXMOOR COVE development will be created possesses great charm and natural beauty which GRANTOR intends to preserve. There will be created an appealing residential community assessable to shopping and recreational facilities with open areas, pedestrian malls and parks. Nearby water areas will provide additional recreational opportunities and will enhance the natural beauty of the development.

It is the purpose of this DECLARATION to provide a means for maintaining, controlling and preserving the area as a residential community with the amenities desirable for residential living. It is assumed that purchasers of property in FOXMOOR COVE and other developments within WESTLAKE will be motivated to preserve these qualities through community cooperation and by enforcing not only the letter but also the spirit of this DECLARATION. It is to preserve the beauty and appeal of FOXMOOR COVE and the entire WESTLAKE community for all future owners that this DECLARATION is made, and the intention of said

GRANTOR is that the covenants, conditions and restrictions contained herein shall be understood and construed to achieve that objective.

ARTICLE I

DEFINITIONS

Unless the context otherwise specifies or requires, the terms defined in this Article I shall, for all purposes of this DECLARATION, have the meanings herein specified.

ARCHITECT - The terms “Architect” shall mean a person holding a certificate to practice architecture in the State of California under authority of Division 3, Chapter 3 of the Business and Professions Code of the State of California, and as it is hereafter amended.

ARCHITECTURAL COMMITTEE - The term “ARCHITECTURAL COMMITTEE” shall mean the committee created pursuant to ARTICLE IV.

ARCHITECTURAL COMMITTEE RULES - The term “ARCHITECTURAL COMMITTEE RULES” shall mean rules adopted by the ARCHITECTURAL COMMITTEE pursuant to Section 4.04.

BENEFICIARY - The term “Beneficiary” shall mean a mortgagee under a mortgage as well as a beneficiary under a deed of trust.

COMMITTEE - The term “COMMITTEE” shall mean the ARCHITECTURAL COMMITTEE.

DECLARATION - The term “DECLARATION” shall mean the FOXMOOR COVE RESTRICTIONS.

DEED OF TRUST - The term “Deed of Trust” or “Trust Deed” shall mean a mortgage as well as a deed of trust.

FAMILY - The term “Family” shall mean one or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than three person not all so related, together with their domestic servants, who maintain a common household in a dwelling.

FILE - The terms “File” shall mean, with reference to any subdivision map, the filing of said map in the Office of the recorder of the County of Ventura, or the County of Los Angeles, Sate of California.

FOXMOOR COVE - The term "FOXMOOR COVE" shall mean all of the real property referred to in Section 2.01 together with such other real property as may from time to time be annexed thereto pursuant to the provisions of Section 2.02.

FOXMOOR COVE RESTRICTIONS - The term "FOXMOOR COVE RESTRICTIONS" shall mean the covenants, conditions and restrictions set forth in this DECLARATION, as it may from time to time be amended or, with respect to annexed property, supplemented pursuant to Sections 2.02 and 5.01.

GRANTOR - The term "GRANTOR" shall mean WESTLAKE VILLAGE, a partnership, including its successors and assigns.

IMPROVEMENTS - The term "Improvements" shall include buildings, outbuildings, roads, driveways, parking area, fences, screening walls, retaining walls, stairs, decks, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs and all other structures or landscaping improvements of every type and kind.

LOT - The term "Lot" shall mean any parcel of real property designated for residential use on any subdivision map pertaining to property which is subject to this DECLARATION.

MORTGAGEE - The term "Mortgagee" shall mean a beneficiary under, or a holder of, a deed of trust as well as a mortgagee.

NOTICE - The term "Notice" shall mean a notice delivered pursuant to Section 5.04. **OWNER** - Subject to the following provisions, the term "OWNER" shall mean the person or persons holding the beneficial ownership of any lot.

a) Owner shall include the purchaser of a lot under an executory contract for the sale of real property only if it is a real property sales contract as defined in Section 2985 of the Civil Code of the State of California, as said Section may be amended;

b) For the purposes of Article III, unless the context requires otherwise, OWNER shall include the family, invitees, licensees, and lessees of any OWNER together with any person or persons holding any possessory interest granted by such OWNER in any lot;

c) With respect to any lots held by GRANTOR, the terms OWNER shall not include GRANTOR or Master Developer for the purpose of the covenants, conditions and restrictions set forth in Article III.

PUBLIC PURCHASER - The term "Public Purchaser" shall mean a purchaser who is unrelated to GRANTOR or any corporation, partnership, joint venture or other business entity in which GRANTOR has an ownership interest or over which (in this use including persons) GRANTOR exercises contractual or other control relating to the sale of real property with FOXMOOR COVE.

RECORD; RECORDED - The term "Record" shall mean, with respect to any document, the recordation of said document in the Office of the County Recorder of the County of Ventura or the County of Los Angeles, State of California.

RESIDENCE - The term "Residence" shall mean a building or buildings, including any garage, carport or similar outbuilding, used **for residential purposes.**

SINGLE FAMILY RESIDENTIAL USE - The term "Single Family Residential Use" shall mean occupation and use of a single family dwelling in conformity with the FOXMOOR COVE RESTRICTIONS and the requirements imposed by applicable zoning laws or other state or municipal rules and regulations.

SUBDIVISION MAP - The term "Subdivision Map" shall mean (a) any final map within the meaning of the provisions of Division 4, Part 2, Chapter 2 of the Business and Professions Code of the State of California, (b) any final plan within the meaning of the provisions of Division 2, Part 4, Title 6 of the Civil Code of the State of California, or (c) any final record of survey map within the meaning of the provisions of Division 4, Part 2, Chapter 2 of the Business and Professions Code of the State of California, as such provisions may from time to time be amended.

VISIBLE FROM NEIGHBORING PROPERTY - The term "Visible From Neighboring Property" shall mean, with respect to any given object, that such object is or would be visible to a person six feet tall, standing on any part of such neighboring property at an elevation no greater than the elevation of the base of the object being viewed.

WESTLAKE - The term "WESTLAKE" shall mean the total development, existing and planned, constructed or to be constructed on a land area of approximately 11,780 acres being developed by GRANTOR and surrounding the community of FOXMOOR COVE.

ARTICLE II

PROPERTY SUBJECT TO THE FOXMOOR COVE RESTRICTIONS

Section 2.01 GENERAL DECLARATION CREATING FOXMOOR COVE

GRANTOR hereby declares that all of the real property located in the City of Thousand Oaks, County of Ventura, State of California, described in Exhibit "A", which is attached hereto and incorporated herein by this reference, is and shall be held, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to the FOXMOOR COVE RESTRICTIONS, meaning the covenants, conditions and restrictions set forth in this DECLARATION. All of said restrictions are declared and agreed to be in furtherance of a general plan for the subdivision improvement and sale of said real property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of said real property and every part thereof. All of the FOXMOOR COVE RESTRICTIONS shall run with all of said real property for all purposes and shall be binding upon and inure to the benefit of GRANTOR, all OWNERS and their successors in interest.

Section 2.02 ANNEXATION OF OTHER REAL PROPERTY OWNED BY GRANTOR

GRANTOR may at any time, pursuant to the provisions of this Section, annex to FOXMOOR COVE all or any part of any real property within WESTLAKE.

A. **ANNEXATION PROCEDURE** - The annexation of any such property shall become effective when, and only when, the last of each of the following events occurs: (1) A subdivision map shall have been filed with respect to the real property to be annexed if required by law;

(2) GRANTOR shall have recorded a DECLARATION, which may consist of more than one document, and which shall, among other things: (a) describe the real property which is to be annexed, (b) set

forth or refer to such additional covenants, conditions and restrictions applicable to such property, as provided in Paragraph D below, (c) declare that such property is and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the FOXMOOR COVE RESTRICTIONS, and (d) have attached as an exhibit a map, plat or writing establishing the land use classifications within the area annexed.

B. EFFECT OF ANNEXATION - Upon any such annexation becoming effective, the property subject thereto shall become and constitute a part of FOXMOOR COVE.

C. LAND CLASSIFICATION AND USE - The DECLARATION referred to in Paragraph A above, may, with respect to all or any part of the property described in said declaration, provide for any or all of the following:

1. Such new land classifications not then provided for in Section 3.01 hereof, and such covenants, conditions and restrictions with respect to the use thereof, as the declarant therein may deem to be appropriate for the development of such property;
2. With respect to the land classifications then provided for in Section 3.01, such additional or different covenants, conditions and restrictions with respect to the use thereof as the Declarant therein may deem to be appropriate for the development of such property.

D. LIMITATION ON NEW USES AND RESTRICTIONS - In exercising the authority granted in Paragraph C above, the Declarant therein shall not impose any new land use classifications or new covenants, conditions and restrictions which are not generally in consonance with existing uses and restrictions applicable to FOXMOOR COVE.

F. INCLUSION OF NEW RESTRICTIONS - The FOXMOOR COVE RESTRICTIONS as applicable to such annexed property shall be deemed to include any and all additions and modifications thereto authorized by Subparagraphs C(1) and C(2) above and set forth in said DECLARATION.

ARTICLE III

LAND USE CLASSIFICATIONS, PERMITTED USES AND RESTRICTIONS

Section 3.01 LAND CLASSIFICATIONS

All land within FOXMOOR COVE consists of Single Family Areas.

Section 3.02 SINGLE FAMILY AREAS: PERMITTED USES AND RESTRICTIONS

Single Family Areas shall consist of lots and other areas restricted to Single Family Residential use.

Lots with such areas shall be for the exclusive use and benefit of the owners thereof, subject, however, to all of the following limitations and restrictions:

A. **SINGLE FAMILY USE** - Each lot within Single Family Areas shall be improved and used exclusively for single family residential purposes. No gainful occupation, profession, trade or other non-residential use shall be conducted on any lot or in any building. Nothing herein shall be deemed to prevent the leasing of any lot from time to time by the OWNER thereof subject to all of the provisions of the FOXMOOR COVE RESTRICTIONS.

B. **ANIMALS** - No animals or fowl, other than a reasonable number of generally recognized house or yard pets shall be maintained on any lot within Single Family Areas and then only if they are kept, bred or raised thereon solely as household pets and not for commercial purposes. No animal or fowl shall be allowed to make an unreasonable amount of noise or otherwise to become a nuisance. No structure for the care, housing or confinement of any animal or bird shall be maintained so as to be Visible from Neighboring Property.

C. **ANTENNAS** - No antenna for transmission or reception of television signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors, whether attached to a building or structure or otherwise.

D. **UTILITY SERVICE** - No lines, wires or other devices for the communication or transmission of electric current or power, including telephone, television and radio signals, shall be constructed, placed or maintained anywhere in or upon any lot unless the same shall be contained in conduits or cables constructed, placed and maintained underground or concealed in, under or on buildings or other approved structures. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone services incident to the construction of approved buildings.

E. IMPROVEMENTS AND ALTERATIONS - No improvements, excavation or other work which in any way alters the exterior appearance of any lot or the improvement located thereon from its natural or improved state existing on the date said lot was first conveyed in fee by GRANTOR to an OWNER or annexed to FOXMOOR COVE, whichever is later, shall be made or done without the prior approval of the ARCHITECTURAL COMMITTEE given pursuant to the terms of Section 3.03 hereof, except as specifically authorized herein.

F. TEMPORARY OCCUPANCY - No trailer, basement of any incomplete building, tent, shack, garage or barn, and no temporary building or structure of any kind shall be used at any time for a residence either temporary or permanent. Temporary buildings or structures used during the construction of a dwelling shall be removed immediately after the completion of construction.

G. TRAILERS, BOATS AND MOTOR VEHICLES - No mobile home, trailer of any kind, permanent tent, or similar structure, and no truck camper or boat, shall be kept, placed, maintained, constructed, reconstructed or repaired, nor shall any motor vehicle be constructed, reconstructed or repaired, upon any lot or street within any Single Family Area in such a manner as will be Visible From Neighboring Property; provided, however, that the provisions of this Paragraph shall not apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any work or improvement approved by the ARCHITECTURAL COMMITTEE.

H. MAINTENANCE OF LAWNS AND PLANTINGS - Each OWNER shall keep all shrubs, trees, grass and plantings of every kind on his lot, including set back areas and planted areas between adjacent sidewalks and the street curb, if any, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material.

I. NUISANCES - No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any lot, and no odors shall be permitted to arise therefrom, so as to render any lot or portion thereof unsanitary, unsightly, offensive or detrimental to any of the property in the vicinity thereof or to its occupants. Without limiting any of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, except

security devices used exclusively for security purposes, shall be located, used or placed on a Single Family Area lot.

J. REPAIR OF BUILDING - No building or structure upon any lot shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

K. TRASH CONTAINERS AND COLLECTION - All garbage and trash shall be placed and kept in covered containers of a type and style which shall be approved by the BOARD. In no event shall such containers be maintained so as to be Visible from Neighboring Property except to make the same available for collection and then only the shortest time reasonably necessary to effect such collection.

L. CLOTHES DRYING FACILITIES - Outside clotheslines or other outside clothes drying or airing facilities shall be maintained exclusively within a fenced service yard or otherwise concealed and shall not be Visible From Neighboring Property.

M. SIDEWALK ENCROACHMENTS - No tree, shrub or planting of any kind shall be allowed to overhang or otherwise to encroach upon any sidewalk or other pedestrian way from ground level to a height of ten feet without the prior approval of the ARCHITECTURAL COMMITTEE obtained pursuant to Section 3.03 hereof.

N. RIGHT OF ENTRY - During reasonable hours GRANTOR or any member of the ARCHITECTURAL COMMITTEE or any authorized representative of any of them, shall have the right to enter upon and inspect any building, site, lot or parcel and the improvements thereon for the purpose of ascertaining whether or not the provisions of the FOXMOOR COVE RESTRICTIONS have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.

O. MINERAL EXPLORATION - No property within Single Family Areas shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, earth or any earth substance of any kind.

P. MACHINERY AND EQUIPMENT - No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any lot within Single Family Areas except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of a private residence or appurtenant structures in FOXMOOR COVE.

Q. REMOVAL OF TREES - In order that the natural beauty of WESTLAKE may be preserved, no living tree having a height of six feet or more shall be destroyed or removed from any lot in Single Family Areas after the transfer of such lot or parcel by GRANTOR to an OWNER or the annexation thereof into FOXMOOR COVE, whichever occurs later, without the express written consent of the ARCHITECTURAL COMMITTEE.

R. DISEASES AND INSECTS - No OWNER shall permit any thing or condition to exist upon his lot which shall induce, breed or harbor infectious plant diseases or noxious insects.

S. RESTRICTION ON FURTHER SUBDIVISION - No lot in Single Family Areas shall be further subdivided nor shall any less than all of any such lot be conveyed or any easement or other interest given therein without the prior written approval of the ARCHITECTURAL COMMITTEE.

T. SIGNS - No signs whatsoever (including but not limited to commercial, political and similar signs) which are Visible From Neighboring Property shall be erected or maintained on any lot within Single Family Areas except:

- (1) Such signs as may be required by legal proceedings;
- (2) Residential identification signs of a combined total face area of seventy two square inches or less for each lot;
- (3) During the time of construction of any residence or other improvement, one job identification sign no larger than eighteen by twenty four inches in height and width and having a face area not larger than three square feet; and

- (4) A “for sale” or “for rent” sign, reasonable in appearance, and of a type and size similar to other signs commonly used in Southern California to advertise individual parcels of residential real property. The face area of such signs shall not exceed six square feet.

U. GRANTOR’S EXEMPTION - Nothing contained in the FOXMOOR COVE RESTRICTIONS shall be construed to prevent the erection or maintenance by GRANTOR or its duly authorized agents, of structures or signs necessary or convenient to the development, sale, operation or other disposition of property within Single Family Areas. This exemption shall terminate two years after 95% of Single Family lots in FOXMOOR COVE have been sold and conveyed to Public Purchasers.

Section 3.03 SINGLE FAMILY AREAS: CONSTRUCTION AND ALTERATION OF IMPROVEMENTS

A. APPLICATION FOR APPROVAL OF IMPROVEMENTS - Any OWNER, except the GRANTOR and its agents, proposing to perform any work of any kind whatever which requires the prior approval of the ARCHITECTURAL COMMITTEE pursuant to Section 3.02, shall apply to such COMMITTEE for approval by notifying the ARCHITECTURAL COMMITTEE of the nature of the proposed work, said notification to be delivered with the following information in duplicate or as directed by the ARCHITECTURAL COMMITTEE:

- (1) A plot plan of the lot showing the location of all existing and proposed improvements;
- (2) Floor plans;
- (3) Drawings showing all elevations;
- (4) A description of exterior materials and color with color samples if required by the ARCHITECTURAL COMMITTEE; and
- (5) The OWNER’S proposed construction schedule.

The ARCHITECTURAL COMMITTEE may require that the application for approval in connection with any improvements to be constructed be accompanied by an inspection fee in an amount not to exceed \$100.

B. LIMITATION ON GRANTOR'S EXEMPTION. - The exemption of GRANTOR and its designated agents from the requirements of Paragraph A above and the remaining provisions of Section 3.03 shall terminate two years after 95% of the single family lots within FOXMOOR COVE have been sold and conveyed to Public Purchasers.

C. BASIS FOR APPROVAL OF IMPROVEMENTS - The ARCHITECTURAL COMMITTEE shall grant the requested approval only if:

- (1) The OWNER shall have strictly complied with the provisions of Paragraph A above;
- (2) The ARCHITECTURAL COMMITTEE finds that the plans and specifications conform to the FOXMOOR COVE RESTRICTIONS, particularly to the requirements and restrictions of this section, and to the ARCHITECTURAL COMMITTEE RULES in effect at the time such plans were submitted to it; and
- (3) The members of the ARCHITECTURAL COMMITTEE, in their sole discretion, find that the proposed improvement would be compatible with the standards of FOXMOOR COVE and the purposes of the FOXMOOR COVE RESTRICTIONS as to quality of workmanship and materials, as to harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation.

D. FORM OF APPROVAL - All approvals given under Paragraph C shall be In writing; provided, however, that any request for approval which has been rejected within thirty days from the date of submission thereof the ARCHITECTURAL COMMITTEE shall be deemed approved. One set of plans as finally approved shall be retained by the ARCHITECTURAL COMMITTEE as a permanent record.

E. PROCEEDING WITH WORK - Upon receipt of approval from the ARCHITECTURAL COMMITTEE pursuant to Paragraphs C or D above, the OWNER shall, as soon as practicable, satisfy all conditions thereof and diligently proceed with the commencement and completion of all construction, reconstruction, refinishing, alterations and excavations pursuant to said approval, said commencement to be, in all cases, within one year from the date of such approval. If the OWNER shall fail to comply with this

Paragraph, and approval given pursuant to Paragraphs C or D above shall be deemed revoked unless the ARCHITECTURAL COMMITTEE, upon written request of the OWNER made prior to the expiration of said one year period, extends the time for such commencement. No such extension shall be granted except upon a finding of the ARCHITECTURAL COMMITTEE that there has been no change in the circumstances upon which the original approval was granted.

F. INSPECTION OF WORK. - Inspection of work and correction of defects therein shall proceed as follows:

(1) Upon the completion of any construction of reconstruction or alteration or refinishing of the exterior of any improvement, or upon the completion of any other work for which approved plans are required under this Article, the OWNER shall give written notice thereof to the ARCHITECTURAL COMMITTEE.

(2) Within sixty days thereafter the ARCHITECTURAL COMMITTEE, or its duly authorized representative, may inspect such improvement to determine whether it was constructed, reconstructed, altered or refinished in substantial compliance with the approved plans. If the ARCHITECTURAL COMMITTEE finds that such construction, reconstruction, alteration or refinishing was not done in substantial compliance with the approved plans, it shall notify the OWNER in writing of such non-compliance with the approved plans, it shall notify the OWNER in writing of such non-compliance within such sixty day period, specifying the particulars of non-compliance, and shall require the OWNER to remedy such non-compliance.

(3) If for any reason the ARCHITECTURAL COMMITTEE fails to notify the OWNER of any non-compliance within sixty days after receipt of said notice of completion from the OWNER, the improvement shall be deemed to be in accordance with said approved plans.

G. APPLICATION FOR PRELIMINARY APPROVAL. - Any OWNER proposing to construct improvements requiring the prior approval of the ARCHITECTURAL COMMITTEE may apply to the COMMITTEE for preliminary approval by submission of preliminary drawings of the proposed improvements in accordance with the ARCHITECTURAL COMMITTEE RULES. The purpose of the preliminary approval procedure is to allow an OWNER proposing to make substantial improvements an opportunity to obtain

guidance concerning design considerations before expending substantial sums for plans and other exhibits required to apply for final considered and disposed of as follows:

(1) Within thirty days after proper application for preliminary approval, the ARCHITECTURAL COMMITTEE shall consider and act upon such request. The ARCHITECTURAL COMMITTEE shall grant the approval only if the proposed improvement, to the extent its nature and characteristics are shown by the application, would be entitled to a final approval on the basis of a full and complete application. Failure of the ARCHITECTURAL COMMITTEE to act within said thirty day period shall constitute an approval. In granting or denying approval, the ARCHITECTURAL COMMITTEE may give the applicant such directions concerning the form and substance of the final application for approval as it may deem proper or desirable for the guidance of the applicant.

(2) Any preliminary approval granted by the ARCHITECTURAL COMMITTEE shall be effective for a period of ninety days from the date of the issuance thereof. During said period, any application for final approval which consists of proposed improvements in accordance with the provisions for the preliminary approval, and is otherwise acceptable under the terms of the FOXMOOR COVER RESTRICTIONS, shall be approved by the ARCHITECTURAL COMMITTEE.

(3) In no event shall any preliminary approval be deemed to be an approval authorizing construction of the subject improvements.

ARTICLE IV

ARCHITECTURAL COMMITTEE

Section 4.01 ORGANIZATION, POWER OF APPOINTMENT AND REMOVAL OF MEMBERS

There shall be an ARCHITECTURAL COMMITTEE, organized as follows:

A. COMMITTEE COMPOSITION. - The ARCHITECTURAL COMMITTEE shall consist of three persons. At least one shall be an architect who shall be designated the architect member. No other COMMITTEE member shall be required to meet any qualifications for membership.

B. ALTERNATE MEMBERS. - There shall also be one alternate architect member and one alternate general member who may be designated by the COMMITTEE to act as substitutes for their counterparts in the event of absence of disability.

C. MEMBERS DESIGNATED. - The following persons are hereby designated as the initial members of the ARCHITECTURAL COMMITTEE:

1. WILLIAM L. RUDOLPH, Architect Member
2. STUART KLINE, General Member
3. GAIL FRAMPTON, General Member
4. WILLIAM BRAY, Alternate Architect Member
5. GEORGE McLEAN, Alternate General Member

D. TERMS OF OFFICE. - Unless the members have resigned or been removed, their terms of office shall be as follows:

1. The term of member #1 shall expire December 31, 1970;
2. The term of member #2 shall expire December 31, 1971;
3. The term of member #3 shall expire December 31, 1972;
4. The term of alternate members shall expire December 31, 1992;

Thereafter the terms of all ARCHITECTURAL COMMITTEE members appointed shall be three years. Any new member appointed to replace a member who has resigned or been removed shall serve such member's unexpired term. Members who have resigned, been removed or whose terms have expired may be reappointed; however, no person shall serve as a member of the ARCHITECTURAL COMMITTEE, either regular or alternate, for a period in excess of six years in any ten year period.

E. APPOINTMENT AND REMOVAL. - Until such time as 90% of the lots within FOXMOOR COVE are owned by public purchasers, the right to appoint and remove all members and alternate members of the ARCHITECTURAL COMMITTEE shall be and is hereby vested solely in grantor unless prior to said time GRANTOR records a declaration waiving its rights thereunder. When GRANTOR waives or no longer has the

right to appoint and remove the members of the COMMITTEE, said right shall be vested in the COMMITTEE and upon the death or resignation of a member, or upon the expiration of his term, the remaining members shall be authorized to designate a successor. At any time after GRANTOR no longer has the power to appoint the COMMITTEE, members may be removed and replaced by the action of seventy-five percent of the OWNERS. Exercise of the right of appointment and removal, as set forth herein, shall be evidenced by the recording of a declaration identifying each new COMMITTEE member or alternate member appointed and each member or alternative member replaced or removed from the ARCHITECTURAL COMMITTEE.

F. RESIGNATIONS. - Any member or alternate member of the ARCHITECTURAL COMMITTEE may at any time resign from the COMMITTEE upon written notice delivered to GRANTOR or to the COMMITTEE, whichever then has the right to appoint members.

Section 4.02 DUTIES

It shall be the duty of the ARCHITECTURAL COMMITTEE to consider and act upon such proposals or plans submitted to it pursuant to the terms hereof, to adopt ARCHITECTURAL COMMITTEE RULES, to perform other duties delegated to it by the ASSOCIATION, and to carry out all other duties imposed upon it by the FOXMOOR COVE RESTRICTIONS.

Section 4.03 MEETINGS AND COMPENSATION

The ARCHITECTURAL COMMITTEE may, from time to time and in its sole discretion, adopt, amend and repeal, by unanimous vote, rules and regulations, to be known as “ARCHITECTURAL COMMITTEE RULES.” Said RULES shall interpret and implement the provisions hereof by setting forth the standards and procedures for ARCHITECTURAL COMMITTEE review and the guidelines for architectural design, placement of buildings, landscaping, color schemes, exterior finishes and material and similar features which are recommended for use in FOXMOOR COVE.

Section 4.05 WAIVER

The approval by the ARCHITECTURAL COMMITTEE of any plans, drawings or specifications for any work done or proposed, or for any other matter requiring the approval of the ARCHITECTURAL

COMMITTEE under the FOXMOOR COVE RESTRICTIONS, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for approval.

Section 4.06 ESTOPPEL CERTIFICATE

Within thirty days after written demand is delivered to the ARCHITECTURAL COMMITTEE by OWNER, the ARCHITECTURAL COMMITTEE shall record (as the OWNER'S expense) an Estoppel certificate, executed by any two of its members, certifying (with respect to any lot of said owner) that as of the date thereof either (a) all improvements made and other work done upon or within said lot comply with FOXMOOR COVE RESTRICTIONS, or (b) such improvements or work do not so comply in which event the certificate shall also identify the non-complying improvements or work and set forth with particularity the basis of such non-compliance. Any purchaser from the OWNER, or from anyone deriving any interest in said lot through him, shall be entitled to rely on said certificate with respect to the matters therein set forth, such matters being conclusive as between the COMMITTEE, GRANTOR and all OWNERS and such persons deriving any interest through them.

Section 4.07 LIABILITY

Neither the ARCHITECTURAL COMMITTEE nor any member thereof shall be liable to any OWNER or other person for any damage, loss or prejudice suffered or claimed on account of (1) the approval or disapproval of any plans, drawings and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (e) the development of any property within FOXMOOR COVE or (d) the execution and filing of an Estoppel certificate pursuant to Section 4.06, whether or not the facts therein are correct; provided, however, that with respect to the liability of a member, such member has acted in good faith on the basis of such information as may be possessed by him. Without in any way limiting the generality of the foregoing, the ARCHITECTURAL COMMITTEE, or any member thereof, may, but is not required to, consult with or hear the views of any

OWNER with respect to any plans, drawings, specifications, or any other proposal submitted to the ARCHITECTURAL COMMITTEE.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.01 AMENDMENT AND DURATION

A. AMENDMENT OR REPEAL. - Except as otherwise expressly provided in this DECLARATION, the FOXMOOR COVE RESTRICTIONS may be amended or repealed at any time by complying with the following requirements:

(1) The written consent of the OWNERS evidenced by the recordation of a written instrument setting forth in full said amendment or repeal and executed by OWNERS owning not less than three fourths of the residential lots within FOXMOOR COVE; and

(2) For a period of fifteen years from the date of this DECLARATION, the written consent of GRANTOR which may be evidenced by GRANTOR'S joining in the execution of the instrument required by Subparagraph (1) above.

B. DURATION OF RESTRICTIONS. - The FOXMOOR COVE RESTRICTIONS shall continue and remain in full force and effect at all times with respect to all property included within FOXMOOR COVE, and the OWNERS and GRANTOR (subject, however, to the right to amend and repeal as provided in Paragraph A above). Until January 1, 1990, an instrument directing the termination of the FOXMOOR COVE RESTRICTIONS, as in effect immediately prior to the expiration date, shall, subject to the provisions of Paragraph A above, continue in effect automatically for an additional period of ten years and thereafter for successive periods of ten years unless within one year prior to the expiration of any such period of the FOXMOOR COVE RESTRICTIONS are terminated as set forth in this Paragraph B.

Section 5.02 ENFORCEMENT AND NON-WAIVER

A. RIGHT OF ENFORCEMENT. - Except as otherwise provided herein, GRANTOR or any OWNER or OWNERS shall have the right to enforce any and all of the covenants, conditions and restrictions

now or hereafter imposed by the FOXMOOR COVE RESTRICTIONS until terminated as set forth above inspection 5.01, Paragraph B.

B. VIOLATIONS AND NUISANCE. - Every action or omission whereby a covenant, condition or restriction of the FOXMOOR COVE RESTRICTIONS is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by GRANTOR or any OWNER or OWNERS. However, any other provisions to the contrary notwithstanding only GRANTOR or its duly authorized agents may enforce by self-help any covenant, condition or restriction herein set forth.

C. VIOLATION OF LAW - Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within FOXMOOR COVE is hereby declared to be a violation of the FOXMOOR COVE RESTRICTIONS and subject to any or all of the enforcement procedures herein set forth.

D. REMEDIES CUMULATIVE. - Each remedy provided by the FOXMOOR COVE RESTRICTIONS is cumulative and not exclusive.

E. NON-WAIVER. - The failure to enforce the provisions of any covenant, condition or restriction contained in the FOXMOOR COVE RESTRICTIONS shall not constitute a waiver of any right to enforce any such provision or any other provision of said RESTRICTIONS.

Section 5.03 OBLIGATIONS OF OWNERS

No OWNER may avoid the burdens or obligations imposed on him by the FOXMOOR COVE RESTRICTIONS through the non-use or abandonment of his lot. No person, after the termination of his status as an OWNER and prior to his again becoming an OWNER, shall incur any of the obligations or enjoy any of the benefits of an OWNER under the FOXMOOR COVE RESTRICTIONS.

Section 5.04 DELIVERY OF NOTICES AND DOCUMENTS.

Any notice or other document relating to or required by the FOXMOOR COVE RESTRICTIONS may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered twenty-four

hours after a copy of same has been deposited in the United States mail, postage prepaid addressed as follows: if to the ARCHITECTURAL COMMITTEE, at P. O. Box 540, Westlake Village, California, 91360; if to an OWNER to the address to any lot within FOXMOOR COVE owned, in who or in part, by him; and if to GRANTOR, at P. O. Box 540, Westlake Village, California, 91360.

Section 5.05 INSTRUCTION AND SEVERABILITY; SINGULAR AND PLURAL; TITLES

A. RESTRICTIONS CONSTRUED TOGETHER. - All of the covenants, conditions and restrictions of the FOXMOOR COVE RESTRICTIONS shall be liberally construed together to promote and effectuate the fundamental concepts of WESTLAKE,, as set forth in the preamble of this DECLARATION.

B. RESTRICTIONS SEVERABLE. - Notwithstanding the provisions of Paragraph A above, the covenants, conditions and restrictions of the FOXMOOR COVE RESTRICTIONS shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

C. SINGULAR INCLUDES PLURAL - The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine or neuter shall each include the masculine, feminine and neuter as the context requires.

D. CAPTIONS. - All captions or titles used in the FOXMOOR COVE RESTRICTIONS are intended solely for convenience of reference and shall not affect that which is set forth in any of the terms or provisions of said RESTRICTIONS.

ARTICLE VI

ARBITRATION

Section 6.01. ENFORCEMENT.

Subject to the Mandatory Arbitration provisions set forth in Section 6.02, below, the Foxmoor Cove Architectural Committee (hereinafter the “Committee”) or any Owner, shall have the right to enforce by proceedings at law or in equity, such decision(s) by an arbitrator concerning restrictions, conditions, and

covenants now or hereafter imposed by the provisions of this Declaration or any amendment thereto, conditions, covenants or restrictions and the right to recover damages for such violation, including reasonable attorneys' fees and costs. Subject to the foregoing conditions, the Committee or any Owner shall also have the right to enforce by proceedings at law or in equity, such decision(s) by an arbitrator concerning the provisions of the Declarations and any amendments thereto.

Section 6.02. MANDATORY ARBITRATION.

(A) GENERAL INTENT - OUT OF COURT DISPUTE RESOLUTION. It is the intent of the Owners to establish an ongoing private, out of Court, dispute resolution system or format whereby if the Committee or any Owner has any type of claim, grievance, demand, cause of action, or dispute of any kind whatsoever, other than those described under subsection (e), below, arising out the purchase, ownership, occupancy, management, use, or habitation of property subject to these Declarations or arising between an Owner and the Committee (or any of its members or agents) they shall submit that claim, demand or dispute (hereinafter the "Complaint") to final and binding arbitration before an arbitrator of the American Arbitration Association. The decision of the arbitrator shall be final and binding on all parties to the arbitration proceeding and shall not be subject to judicial review except to the extent required by law.

(B) FILING OF COMPLAINT. Subject to the provisions of subsection (e), below, if the Committee has a Complaint against an Owner (s), or if an Owner (s) has a Complaint against the Committee and/or another Owner(s) (hereinafter the "Respondent"), a copy of that Complaint shall be served by the Complainant on the Respondent either by registered or certified mail. The Committee must also be served with a copy of the Complaint even if it is not otherwise a party to the dispute. The Complaint must include the names, addresses and telephone numbers of the Respondents and all other concerned persons or organizations, and must set forth in detail the basis for the Complaint and a proposal for its resolution.

(i) Upon receipt of the Complaint, the Committee, if not a Respondent to the Complaint, shall promptly select a mediation panel consisting of five (5) Owners, who are not Respondents to the Complaint or otherwise have personal involvement in the Dispute. The mediation panel shall be selected randomly from the

list of Owners in The Cove. The Committee will continue to draw the names of Owners on a random basis until five (5) impartial Owners have been selected. If any Owner selected to serve on the mediation panel becomes unable or unwilling to serve, a replacement Owner will be selected using the same selection process. No Owner shall serve more than once on a panel until all impartial Owners willing to serve have served on a mediation panel at least once. No Owner, who agrees to serve on the mediation panel, shall be liable to the parties to the dispute for any statements or recommendations made in conjunction with the mediation process.

(C) **FORMAL RESOLUTION.** If any party fails or refuses to participate in the informal mediation process or, if within a period of forty-five (45) days from the date of the service of the formal written Complaint on the Respondent, the informal mediation process fails to produce a resolution of the Complaint, then the Complainant shall forthwith forward a copy of the written Complaint to the nearest office of the American Arbitration Association (A.A.A.) for the purpose of requesting a panel from which a neutral arbitrator may be selected to hear the Complaint. The Complainant shall initially be responsible for payment of the charges by the A.A.A. to provide a panel of arbitrators

(D) **GOVERNING LAW AND PROCEDURE.** The arbitration will be conducted pursuant to and in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator shall apply the substantive law of California in resolving the Complaint.

The cost of the arbitration, including the arbitrator's fees will be shared equally by all of the parties to the arbitration. Should any party fail to post or pay his or her respective pro rata share of the costs of the arbitration, then the other party or parties may post the same, and at the time of the hearing, request the arbitrator to enter an award in the posting party's favor for fees posted on behalf of the non posting party in addition to any other relief being sought in the proceedings.

Failure of any party to appear at a duly noticed arbitration hearing will result in a default judgment or decree being taken against the nonappearing party in accordance with the proof presented by the appearing party.

The arbitration judgment or decree may also include an award of damages, reasonable attorneys fees and costs of arbitration to the prevailing party.

(E) CLAIMS AND DISPUTES EXEMPT FROM MANDATORY ARBITRATION.

Notwithstanding any other provisions to this Article VI, the following types of claims and/or disputes arising under the Declarations of the Foxmoor Cove shall be exempt from the mandatory arbitration provisions set forth in this Article VI.

(i) Any claim or dispute wherein the Committee or any Owner must obtain provisional, temporary or ancillary remedies as provided for in Title 7, Chapters 2 through 5 of the California Code of Civil Procedure, or any amendments thereto, from a Court of competent jurisdiction before, after, or during the pendency of any arbitration proceeding. By way of illustration, and not by way of limitation, any application to temporarily enjoin the construction or modification of any Improvement within the Project or the Property deemed to be in violation of the architectural control provisions of the Declaration shall be exempt from the mandatory arbitration provisions of this Article. Subsequent to the Court's ruling on any application for such remedies, the Dispute shall be submitted for final and binding arbitration in accordance with the formal resolution procedures set forth in Section 2 (c), above. Notwithstanding anything to the contrary in this Article, no Owner may obtain permanent injunctive relief or seek permanent relief of any kind from the Court until the matter has first been submitted to final and binding arbitration.

IN WITNESS WHEREOF, GRANTOR has executed this DECLARATION the day and year first above written.

WESTLAKE VILLAGE

By: American-Hawaiian Steamship Company

By:_____

(Seal)

By:_____

Corporation as a Partner of a partnership-attached

PROPERTY SUBJECT TO FOXMOOR COVE RESTRICTIONS

The real property which is subject to the FOXMOOR COVE RESTRICTIONS is Lots 1 through 58 inclusive of Tract 2033 as per map recorded in Book 51, Pages 98 through 101, inclusive, of Maps, in the Office of the Country Recorder of Ventura County, California.