

**WEST CAL  
HOMEOWNERS ASSOCIATION**

**Rules &**

**Regulations**

**Revision:**

**05/5/2016**

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## **PREFACE**

These Rules & Regulation have been adopted with the intent of providing the residents of West Cal Homeowners Association with a practical plan for day-to-day living. Its goal is to maintain our community as a first-class Association and to provide residents with common sense guidelines for living together as neighbors. A successful Association is a community of owners who exhibit a pride of home ownership and share a common vision as to what constitutes a desirable neighborhood.

Membership in the West Cal Homeowners Association runs with the property. Each buyer of property within the West Cal Homeowners Association is bound by the governing documents of the Association that include the Declaration, By-laws, and Rules & Regulations. Owners who oppose a particular rule or regulation are asked to keep the following points in mind:

Living in an Association means one must adhere to certain Rules and Regulations due to the necessity for architectural conformity and the demands of the Declaration and By-Laws, which exist for benefit of our community and helps to maintain our property values.

Effective Rules & Regulations require the cooperation of all residents of the Association. The best approach to resolving a difference with a neighbor is to talk to your neighbor directly. However, should this not resolve the problem, an official written complaint can be filed with the Property Manager and/or President.

Each resident's cooperation and participation is encouraged. This is your Association and these are your rules.

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## ARTICLE I- INTRODUCTION

- 1.1 The following Rules & Regulations flow from and supplement provisions of the Declaration of Easements, Covenants, Conditions & Restrictions and by By-Laws of West Cal Homeowners Association. It is not the intent of these Rules & Regulations to be a substitute for the Declaration or By-Laws.
- 1.2 To the extent that the provisions of applicable law (federal, state, or local), the Declaration, The By-Laws, and the Rules & Regulations are in direct conflict, the provisions of applicable law shall first control followed by the provisions of the Declaration, the By-Laws, and the Rules & Regulations, in that order.
- 1.3 These Rules and Regulations are binding on all Owners, residents, their families and guests. The Owner is responsible for communicating these Rules & Regulations to occupants and guests and will be liable for fines incurred and/or damages caused by occupants and guests.
- 1.4 The provisions of the Rules & Regulations can be amended by vote of the Board of Directors in open meeting and pursuant to the notice requirements of Section 3.09 of the Declaration.
- 1.5 Unless specifically defined in these Rules and Regulations, all terms shall have the same definitions as provided in the Declaration of Easements, Covenants, Conditions and Restrictions for Victoria Meadows Duplex Homeowners Associations.
- 1.6 All fees, expenses, and costs that are charged to the Owner's account pursuant to these Rules and Regulations shall be assessed to the Owners as Charges under Section 7.09 of the Declaration.
- 1.7 The headings in these Rules and Regulations are for reference and clarity only and are not intended to modify the language of the specific Rule provisions.
- 1.8 In order to promote efficient channels of communication, unless specifically stated otherwise in these Rules and Regulations or in other governing documents and the Association, all correspondence, requests, complaints, etc. from Owners to the Board should be initially conveyed via the Property Manager and/or President.

## **ARTICLE II- GENERAL RULES**

### **2.1 Air Conditioning Condensers**

Air conditioning condensers and other mechanical equipment are not permitted in the front of any residence and, therefore, must be in rear yards, hidden from view.

### **2.2 Alterations**

Except as specifically provided herein, no alterations may be made to the Duplex Residence Lots, the landscaping thereon, or the Duplex Residence exterior, except as in accordance with the architectural Review Process, attached as Exhibit D to the Declaration.

### **2.3 Contractors**

Residents who employ contractors to perform service shall not allow the performance of such services weekdays before 7:00 a.m. and weekends before 9 a.m. All such contract services include, but are not limited to, general construction activities, lawn maintenance, and automobile repairs. Services such as emergency repairs to your home excluded. Contractor trucks, trailers, and all other equipment or materials must be removed from streets each evening.

### **2.4 Clothes Drying**

Drying of laundry, sheets, blankets, and similar items shall be confined to the interior of the Duplex Residence. These items shall not be hung out or exposed on front porches.

### **2.5 Front Porches and Rear Patios**

#### **a. Use**

Owners shall keep porches and patios clean, orderly, and free from clutter. Rear patios may not be used for storage other than for seasonal storage of BBQ grills, lawn chairs, and other items usually associated with patios. Front porches and patios must not be used as pet runs, or BBQ grill and related equipment storage..

#### **b. Construction/Alteration**

Must match original.

### **2.6 Fences**

All fences must be made from either cedar or treated wood. No chain link fences will be allowed excluding the HOA fence on the north side. No alteration to fences will be allowed. Natural stain on fences only. Wooden fences must be 6ft, dog eared.

### **2.7 Garages**

No garages or carports allowed.

### **2.8 Garage Sales**

No garage sales allowed.

## **2.9 Garbage**

### **a. Generally**

All rubbish, trash, and garbage shall be regularly removed from the properties and shall not be allowed to accumulate thereon. Between scheduled pick-ups, trash that cannot be contained in garbage cans should be kept on rear patio until day of scheduled pick up.

### **b. Compost**

Compost centers shall be strictly prohibited.

### **c. Local Ordinances**

Please also comply with any garbage pick-up regulations of the City of Westlake.

## **2.10 Landscaped Area**

### **a. Generally**

Storage of any kind is expressly prohibited on any Landscaped Area. All toys, recreation equipment, bicycles, lawn chairs, and the like must not be left on the Landscaped Area overnight. Any games or other activity which creates a nuisance, damages any the Landscaped Area, or disrupts the peace is prohibited on or in any portion of the Landscaped Area.

## **2.11 Lighting & Holiday Decorations**

Lights and decorations for holidays may be displayed 4 weeks prior to holiday and removed 1 week after holiday.

## **2.12 Maintenance of Lot and Residence**

### **a. Owner's Maintenance Obligation**

Each Duplex Residence Lot and the exterior of each Duplex Residence shall be maintained by its Owner in a clean, orderly, and safe fashion. This requirement shall include, but shall not necessarily be limited to, maintenance of the entire exterior facade of each Duplex Residence (including, not but limited to, its roof).

### **b. Landscaping**

West Cal Homeowners Association is responsible for the maintenance of the landscaping.

### **c. Parking**

The Owner of each Duplex Residence Lot shall maintain a clean driveway to service the residence.

## **2.13 Noise**

No person shall make, continue, or cause to be made or continued, any loud, unnecessary or unusual noise which annoys, disturbs, injures, or endangers the comfort, repose, convenience, health, peace or safety of others, within the corporate limits of the Association.

## **2.14 Nuisance (Quiet Enjoyment)**

No portion of the Property shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the properties that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of nature as may diminish or destroy the enjoyment of the properties. See also Section 2.24 ("Unsightly or Unkempt") of these Rules and Regulations.

No unlawful, noxious, immoral, or offensive activity shall be conducted anywhere on the Property or in any Duplex Residence nor shall anything be done thereon and/or therein either willfully or negligently which may become an annoyance or nuisance to any neighboring residence.

## **2.15 On-Site Fuel Storage**

No on-site storage of gasoline, heating or other fuels shall be permitted on any part of a Duplex Residence Lot.

## **2.16 Parking/Vehicles**

### **a. Permitted Vehicles**

Automobiles shall be parked in designated parking areas directly in front of each unit only. Vehicles displaying advertisement placards or commercial signs, campers, trailers, recreational vehicles, tractors, class B vehicles, boats, or any other types of non-passenger vehicles and accessories may not be parked anywhere on the Property. Only 2 vehicles for each Unit for a 2 bedroom and only 3 vehicles for a 3 bedroom are permitted. The cul-de-sac is for turnarounds and visitors only. No permanent vehicles of residences may be parked in cul-de-sac.

### **b. Trip Preparation and Maintenance**

Camping trailers, boats, and recreational vehicles may be parked on driveways for a period of one day while the Owner of the Duplex Residence Lot is preparing for or unloading from a trip. Boats, boat trailers, and other watercraft may be parked in the Owner's driveway for no more than one (1) day in preparation for use or routine maintenance. In no case may recreational vehicles be used as living quarters within the Property.

### **c. Non-permitted Vehicles**

A vehicle which is in a state of disrepair rendering it incapable of being driven in its present condition and which has not been used or moved for at least seven (7) consecutive days or a vehicle which does not have a current, valid license plate and registration sticker may not be parked anywhere on the Property.



d. Towing

The Board may authorize any vehicles parked in violation of this Section 2.16 to be towed and any such towing fee shall be charged to the duplex owner or the owner of the vehicle. The towing fee may be charged to the responsible Owner's account.

**2.17 Pets/Animals**

a. Generally

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any portion of the properties except dogs, cats, or other usual and common household pets provided that they are not kept, bred, or maintained for any commercial purpose. A maximum of two (2) pet limit shall not compel the removal of any pets currently kept within a Duplex Resident Lot at the time these Rules and Regulations are adopted. However, any Owner owning two (2) or more pets as of the effective date of these Rules and Regulations may not acquire more pets, unless and until that Owner owns fewer than two (2) pets.

b. Dog Runs and Kennels

No dog run may be erected.

c. Clean-up and Damage

Dogs are not to be walked on the lawn of other Owners or on the Landscaped Area. Any fecal matter, including that excreted on the pet owner's yard, must be properly disposed of by the pet owner **immediately**. The owners of household pets shall be responsible for cleaning up after their pets and shall be responsible to repair and to pay for any damage to Lots or the Landscaped Area caused by the animal. No animal shall be permitted if it is a nuisance to any other resident of West Cal Homeowners Association.

d. Pets not to be Left Unattended

No household pets shall be unattended outside the Duplex Residence. If a pet is taken off the Owner's property, the pet must be on a leash. Leashes, staking equipment, etc. may not be left outside the residence. Pets shall not be allowed to run loose, except within its owner's Duplex Residence Lot and as allowed by the City of Westlake. Owners shall be responsible for and be subject to these provisions for the household pets of their guests and tenants.

e. Local Ordinances

Pet owners must comply with all applicable pet regulations of the City of Westlake and Calcasieu Parish.

f. Violations

Any Owner who has been found guilty of more than three (3) violations of these rules regarding pets shall be liable for causing or creating a nuisance or unreasonable disturbance within the meaning of the Declaration. Thereafter, the Board, after consideration of the facts and circumstances, may order the Owner to remove the pet permanently from the Property upon thirty (30) days written notice to the Owner from the

Board or its duly authorized agents. The Board's decision is final and binding. If the Owner fails to remove the pet within the thirty day period, the Board may arrange to have the pet removed at the Owner's expense.

## **2.18 Satellite Dishes**

### **a. Purpose**

These provisions relating to satellite dishes are intended to prevent injury to Owners and others, to prevent damage to buildings and structures and to promote the public safety among the Association members as well as to provide free access to over-the air reception devices and direct broadcast satellite signals.

### **b. Applicability**

These provisions apply to the following:

- i. a dish that is designed to receive direct broadcast satellite service, including direct-to-home satellite services, that is one meter or less in diameter;
- ii. a dish that is designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, and that is one meter or less in diameter or diagonal measurement;
- iii. a dish that is designed to receive television broadcast signals

Any satellite dish that does not meet the requirements as outlined in (i) through (iii) above is prohibited from being installed on the exterior of any building or grounds within the Association.

No poles or **ANTENNAS** will be installed in the ground for satellite dish and/or TV reception. No short wave radio or other type of radio transmitter shall be permitted in or about any home which may interfere with the radio or television reception in any other home.

### **c. Installation**

In furtherance of the Safety Purpose set forth herein, installation of satellite dishes will be allowed in the following order:

A satellite dish may be mounted only on the end post of the privacy fence at the rear of the unit. Dishes installed prior to July 16, 2014 are grandfathered in at the approved location at that time.

d. Procedure

- i. Only professional installation is permitted
- ii. All wiring must be tied into the cable boxes on the side of the duplex. No exposed wiring.
- iii. All installations must be grounded in accordance with the requirements of the National Electric Code.

Remedies

All satellite dishes must be installed in strict compliance with these Rules and Regulations and the approved plans and specifications. Any deviation from the Rules and Regulations and/or plans and specifications without the written consent of the Board of Directors may result in the dismantling and removal of the satellite dish or antenna from the property, without notice. All costs of removal and restoration of the property shall be the sole responsibility of the charged to the Owners account. The Association reserves the right to levy a continuing and daily fine for each and every day an unauthorized improvement shall remain on the premises after the Owner has been notified to remove the satellite dish or antenna or to correct the violation(s). The fine shall be set by the Board of Directors in accordance with the Enforcement Procedures found in Article IV of these Rules and Regulations.

**2.19 Sidewalks**

HOA is responsible for maintenance of sidewalks and parking areas of Residence Duplex Lots.

**2.20 Signs**

No sign of any kind shall be displayed on any duplex residence lot at any time except one

(1) sign, no more than five (5) square feet in size, advertising the duplex for rent or sale. Upon sale or rental of the property, said sign must be immediately removed. Display of political advertising signs, yard signs, and/or garage sale signs strictly prohibited.

The following provisions constitute written consent for certain limited applications.

a. "For Sale", "For Rent" and/or "Brokerage Signs"

These signs are limited to one standard type of "Realtor" or commercially available "By Owner" sign of not more than five (5) square feet per unit place on the front lawn only.

b. Special Occasions Signs

Signs such as Birthdays, Birth, etc. supplied by a sign rental company may be displayed for no longer than one week and may exceed standard size limitations.

Signs shall not be attached the exterior of any buildings. Signs, flags, or banners or similar items advertising merchandise, business services, or providing directional information to activities/events outside of West Cal Patio Homes are strictly prohibited.

**2.21 Solicitation**

No solicitation or distribution of literature allowed unless by US Mail.

**2.22 Storage**

The front and side exterior of Duplex Residence Lot and driveway are not to be used for storage. Ladders, bags of fertilizer, tools, etc., must be stored out of sight. Only your garbage can is allowed on the side of your duplex.

**2.23 Tents, Trailers, and Temporary Structures**

No tent, utility she, shack, trailer, or other structure of a temporary or permanent nature shall be placed upon any Duplex Lot.

**2.24 Unsightly and Unkempt**

It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his/her duplex Residence Lot. The pursuit of hobbies or other activities which might tend to cause disorderly, unsightly, or unkempt conditions shall not be pursued or undertaken on any part of the Property. See also Section 2.14 of these Rules and Regulations.

When the Association declares a Duplex Residence Lot unsightly, the Owner will be sent a written notice that will give a reasonable length of time for the Owner to bring the property up to standards. If the owner fails to bring the property up to standards, the Association may have the work performed and will charge the expense to the Owner's account.

## **2.25 Vandalism**

Any acts of vandalism to the Landscaped Area should first be reported to the City of Westlake Police Department and then to the Property Manager so that the necessary repairs may be completed. Charges incurred to repair damages made by an Owner, Tenant, Family Member and/or Guest will be billed to the Owner.

## **ARTICLE III- BUSINESSES AND LEASES**

### **3.1 Business**

A Duplex Residence Lot shall only be used for single family residential purposes as a private resident. However, an Owner may conduct his/her occupation in his/her home if the following conditions are met:

- a. Only the Owner of the Duplex Residence and any resident thereof shall be permitted to conduct the home occupation;
- b. No Business or commercial signs are placed in the windows or the exterior of the Duplex Residence or anywhere on the Duplex Residence Lot;
- c. All ordinances and regulations of the appropriate governmental authority shall be complied with.
- d. The existence of operation of the business activity is not apparent or detectable by sight, sound, or smell from the outside unit;
- e. The business activity does not involve door-to-door solicitation of residents of the properties;
- f. The business activity is consistent with the residential character of the properties and does not constitute a nuisance, or hazardous or offensive use, or threat the security or safety of other residents of West Cal Patio Homes, as may be determined in the sole discretion of the Board.

The terms "business", as used in this provision, shall be construed to have its ordinary, generally accepted meaning and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family or for which the provider received a fee, compensation, or other form of consideration regardless of whether: (i) such activity is engaged in full or part time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore. Notwithstanding the above, the leasing of a unit shall not be considered a business within the meaning of this section.

### **3.2 Leasing**

#### **a. Generally**

Duplex Residences may be leased only in their entirety. No Duplex Residence shall be leased for hotel or transient purpose. All leases shall be in writing and shall be for an initial term of no less than six (6) months, except with the prior written consent of the Board of Directors.

#### **b. Lease Procedures**

Every lease shall be in writing and contain the following provision: "THIS LEASE IS SUBJECT TO COMPLAINT BY THE LESSOR AND THE LESSEE WITH ALL THE PROVISIONS OF THE DECLARATION OF COVENANTS & RESTRICTIONS, THE BY-LAWS, AND THE RULES AND REGULATIONS OF THE WEST CAL HOMEOWNERS ASSOCIATION." The Owner shall give a copy of any lease (including email, phone number, and other contact information of tenant) and the completed Leasing Questionnaire, together with such additional information as may be required, to the Board of Directors. If the owner is using the lease adopted by the HOA and/or published on the website it must be submitted before the end of the first week of occupancy and if using a different lease it must be submitted at least five (5) days prior to the occupancy date on the lease. These documents shall be delivered

to the Westcal HOA Secretary. Any expenses incurred by the Association in obtaining these documents shall be assessed to the responsible Owner's account.

**THE FOLLOWING GENERAL RULES AND REGULATIONS WILL BE INCLUDED  
IN ALL LEASE AGREEMENTS**

**RULES AND REGULATIONS**

- 1) All rents will be due on the first day of each month payable to \_\_\_\_\_ and must be postmarked prior to the 1<sup>st</sup> day of each month. If for any reason rent is not received in office by the 3rd day of the month, eviction proceedings may begin at the sole discretion of owner/management.
- 2) The apartments are rented on a month-to-month basis after the conclusion of the initial lease term. Your rent is prorated moving in, but you are required to pay for a complete month when vacating. Tenants are required to give a THIRTY (30) day notice upon vacating premises. Patio Homes must be vacated by 1:00 p.m. on the day of vacating.
- 3) Playground equipment is not allowed on front lawns and may placed only in designated areas approved in advance by the HOA. Children are not allowed to play or ride toys, bikes, trikes, etc in the parking areas or driveway. Toys, bikes etc may not be left on front porches, or front lawn over night.
- 4) Tenants agree to keep his/her apartment and patio free from all trash, junk or anything deemed unsightly by the manager.
- 5) Vehicles, including motorbikes, to be parked only on designated parking area. It will be expressly prohibited to pull vehicle up to apartment or outside the parking areas. No parking on grass ~~or walks~~, walks, or in the driveways from St. John Bosco Street to the cul-de-sacs. Visitors may park temporarily in cul-de-sacs. You may not double park behind your designated parking spaces. Violations will result in immediate towing at owners expense.
- 6) Motorcycles are not to be driven within the complex except for travel to and from the complex. Cars are not to be worked upon on the premises. Dead storage is not permissible. Loud mufflers, motorcycles, large trucks or other objectionable vehicles shall not be driven or parked in the parking areas. Inoperable or apparently inoperable vehicles will be towed away at owner's expense.
- 7) Tenant agrees to do nothing to disturb the peaceful possession of other tenants in the complex.
- 8) Tenant agrees to obey any rule or regulation deemed necessary by the management in the future, if notified by management.
- 9) Curtains may be hung using tension rods only. No screwed-in brackets allowed.
- 10) Only four (4) potted plants allowed on front porch per unit.
- 11) No hanging baskets allowed to hang from front or rear of Patio home. No flags or other brackets may be mounted to any post or overhang of Patio Home.
- 12) City garbage cans must be placed behind Patio Home. The southern most tenants bordering St. John Bosco may place the cans on the south side of their unit. You may roll your trashcan to edge of the driveway for pick up no earlier than 3p.m. the day before pick up and must be returned to your unit before midnight on the day of pick up. Any items that the City of Westlake refuses to pick up (ex. Car batteries, used tires, etc.), Tenant will be responsible for disposal on the day of pickup.

- 13) Tenant will be required to supply their own pest control.
- 14) Tenant will be required to give our representative advanced written notice before moving out. This notice will not release Tenant from liability for the full term of the Lease Contract or renewal term. Tenant will still be liable for the entire Lease Contract term if Tenant moves out early (unless in military). Tenant move-out notice must comply with each of the following:
- a) Move-out notice must be in writing and sent via certified mailed to \_\_\_\_\_ . Oral move-out notices will not be accepted and will not terminate your Lease Contract;
  - b) Tenant move-out notice will not terminate the Lease Contract sooner than the end of the Lease Contract term or renewal period;
  - c) The move-out date in your notice may be the exact day designated in your notice;
  - d) Move-out notice must be received at least 30 days before move-out date;
  - e) Early move-out may result in forfeiture of deposits;
  - f) Tenant must give our representative and the U. S. Postal Service, in writing, each resident's forwarding address.
- 15) The Tenant shall be required to do all of the following in cleaning the premises when vacating. Tenant agrees to this interpretation of leaving property clean and accepts this property in such condition:
- a) Wash counter tops, wipe inside cabinets, wipe closet shelves inside cabinet drawers;
  - b) Wash down sheetrock walls or dust paneling, remove all nails, and screws from walls;
  - c) Dust Baseboards;
  - d) Remove spider webs throughout premises;
  - e) Clean windows, dust window sills;
  - f) Clean return air grills and air condition vents;
  - g) Clean inside and outside of all appliances and underneath refrigerator, lift top on stove and clean, clean vent hood on top and underneath;
  - h) Mop all tile and vinyl floors;
  - i) Vacuum and Dry Clean carpet. Do NOT use soap. We recommend Robert Ezell (337-802-7573)
  - j) Clean and mop washroom area.

**YOU MUST PROVIDE THE FOLLOWING:**

- 1) COPY OF DRIVER'S LICENSE.
- 2) RECEIPT FOR UTILITY DEPOSITS FOR WATER/SEWERAGE, TRASH AND ELECTRICITY.  
**You are legally bound by this document.** PLEASE READ IT CAREFULLY. Before submitting a rental application or signing a Lease Contract, you may take a copy of these documents to review and/or consult an attorney.

Tenant \_\_\_\_\_  
 Tenant \_\_\_\_\_  
 Signature Date Signature  
 Date

Owner/Manager \_\_\_\_\_  
 \_\_\_\_\_ Signature  
 Date \_\_\_\_\_

The owner must make available to the lessee copies of the Declaration, By-laws, and the Rules and Regulations, and the lessee shall be subject to and shall comply with all the terms thereof. The Owner shall assume responsibility for any violation by his/her tenant of the Declaration, By-laws, or Rules & Regulations. If a tenant violates any provision of the Declaration of Covenants & Restrictions, the By-Laws, or the Rules & Regulations, the Board at its discretion shall determine what action or actions should be taken against the Owner and/or tenant, as the case may be. When the Board, in its discretion, determines that a violation or series of violations warrant termination of the lease, the Board may take



whatever action or actions necessary to terminate the lease.

**c. Owner & tenant Contact Information**

All Owners shall provide the Board with their permanent residence address, e-mail, and phone numbers where they can be reached in an emergency, both at home and work. The owner shall provide the same contact information for all tenants. Any expenses incurred by the Association in locating an Owner who fails to provide such information shall be assessed to the Owner's account. Unless otherwise provided by law, any Owner who fails to provide such information shall be deemed to have waived the right to receive notices at any address other than the address of the unit and the Association shall not be liable for any loss, damage, injury or prejudice to the rights of any such unit owner caused by delays in receiving notice resulting there from.

**ARTICLE IV-POLICIES AND PROCEDURES REGARDING ENFORCEMENT**

**4.1 Resident Participation**

Unless the Board, through the Property Manager, is notified of rule infractions by the homeowners that witness them, the rules cannot be enforced. While the Board does not serve as a police department or referee between disputing homeowners, each resident's cooperation and participation is encouraged.

**4.2 Reporting a Violation**

Please contact the HOA President and/or Board member.-

**ARTICLE V- ASSESSMENTS**

**5.1 Assessments**

Assessments are currently billed in quarterly installments. The first invoice is issued in January 2012. The second invoice is issued in April 2012. The third invoice is issued in July 2012. The fourth invoice is issued in October 2012. THE DUE DATE IS THE FIRST DAY OF JANUARY, APRIL, JULY, & OCTOBER.

**5.2 Late Fees**

Pursuant of Section 7.10 of the Declaration, a late fee of \$10.00 will be charged to the Owner if an assessment installment is not paid within fifteen (15) days of its due date. Other late fees are set forth in Section 7.10 of the Declaration.

**5.3 Collection**

Accounts with balances may be referred to legal counsel or a collection agency for collection. Additionally, the legal counsel may be instructed to record a lien against the property with the Calcasieu Clerk of Courts Office. Pursuant to the statutes of the State of Louisiana, the Association is authorized to commence Forcible Entry and retainer proceedings for delinquent assessments and other monies owed to the Association when an Owners account has a past due balance. All attorney fees, filing fees, court fees or any other costs incurred by the Association in the collection process will be charge to the Owner's account.

**5.4 Foreclosure**

In the event a foreclosure action is commenced against the Owner, the Association may file appropriate pleadings in the case and take other appropriate action in order to protect its lien for assessments and other charges. All attorney fees, filing fees, court fees, or any other costs incurred by the Association relating to the foreclosure process will be charged to the Owner's accounts.

## **ARTICLE VI- TRANSFER OF OWNERSHIP**

### **6.1 Important Documents**

The selling Owner must supply the New Owner with copies of the Declaration, By-laws, and the Rules and Regulations. Copies will be provided by the Board or the Property Manager for a reasonable fee.

### **6.2 Notification**

The Selling Owner must supply the Property Manager with a copy of the sales contract (financial information may be deleted), the names and addresses of the New Owner, as well as a forwarding address and telephone number for himself/herself.

### **6.3 Requesting a Closing Statement**

Within 10 days notice and upon written documentation that Sections 6.1 and 6.2 have been complied with, the Selling Owner may request a closing statement setting forth the amount of any unpaid assessments and other charges due and owing from said Owner from the Property Manager. To request a closing statement, residents must submit the attached "Notification of Sale" Form B to the Property Manager. This form can be obtained from the Property Manager.

**Leasing Questionnaire, Form A**

Each co-resident and each occupant over 18 must submit a separate application  
Spouses may submit a joint application

Date when filled out: \_\_\_\_\_

**ABOUT YOU:** Full name (exactly as on driver's license or gov't ID card)

\_\_\_\_\_  
Your street address (as shown on your driver's license or gov't ID card)

\_\_\_\_\_  
Driver's license # and state: \_\_\_\_\_ **OR** Government Photo ID card \_\_\_\_\_

Former last names (maiden & married) \_\_\_\_\_ Your Social Security # \_\_\_\_\_

Marital Status Single \_\_\_\_\_ Married \_\_\_\_\_ Divorced \_\_\_\_\_ Widowed \_\_\_\_\_ Separated \_\_\_\_\_

Current home address (where you now live) \_\_\_\_\_

\_\_\_\_\_  
City State Zip  
Phone (\_\_\_\_\_) \_\_\_\_\_ Mobile Phone (\_\_\_\_\_) \_\_\_\_\_ Current monthly rent \$ \_\_\_\_\_

E-Mail \_\_\_\_\_

Name of apartment where you now live \_\_\_\_\_ Office Phone \_\_\_\_\_ Date moved in \_\_\_\_\_

Why are you leaving your current residence? \_\_\_\_\_

**YOUR WORK** Present employer \_\_\_\_\_ Address \_\_\_\_\_  
City State Zip

Work phone \_\_\_\_\_ Employment date \_\_\_\_\_

Position \_\_\_\_\_ Your gross monthly income is over \$ \_\_\_\_\_ (attach pay stub)

Supervisor's name & phone \_\_\_\_\_

**YOUR CREDIT HISTORY** - Your bank's name \_\_\_\_\_ Address \_\_\_\_\_  
City State

Have you or your spouse ever owned a home? Yes \_\_\_\_\_ No \_\_\_\_\_

Past credit problems you want to explain.  
\_\_\_\_\_

**OTHER OCCUPANTS** - Names of all persons under 18 and other adults who will occupy the unit. Continue on separate page if more than two.

Name \_\_\_\_\_ Relationship \_\_\_\_\_ Sex \_\_\_\_\_ Date of Birth \_\_\_\_\_

DL or Gov't ID Card # \_\_\_\_\_ Social Security # \_\_\_\_\_

Name \_\_\_\_\_ Relationship \_\_\_\_\_ Sex \_\_\_\_\_ Date of Birth \_\_\_\_\_

DL or Gov't ID Card # \_\_\_\_\_ Social Security # \_\_\_\_\_

**YOUR VEHICLES** – List all vehicles to be parked by you, your spouse or any occupants) including cars, trucks, motorcycles, etc.

Make and color of vehicle: \_\_\_\_\_ Year \_\_\_\_\_ State \_\_\_\_\_ License # \_\_\_\_\_

Make and color of vehicle: \_\_\_\_\_ Year \_\_\_\_\_ State \_\_\_\_\_ License # \_\_\_\_\_

**OTHER INFORMATION** – How were you referred? \_\_\_\_\_ Stopped by \_\_\_\_\_ Friend \_\_\_\_\_ Newspaper \_\_\_\_\_ Other \_\_\_\_\_

**YOUR RENTAL/CRIMINAL HISTORY** – Have you, your spouse or any occupant listed above ever:

\_\_\_\_\_ been evicted or asked to move? \_\_\_\_\_ broken a rental agreement or lease contract? \_\_\_\_\_ declared bankruptcy?

\_\_\_\_\_ been sued for nonpayment of rent? \_\_\_\_\_ been sued for damage to rental property? \_\_\_\_\_ been convicted of a felony?

\_\_\_\_\_ received deferred adjudication for a felony? \_\_\_\_\_ been arrested for a felony which has not been finally adjudication (by dismissal acquittal or conviction)? Please indicate the year, location and type of each felony. We may need to discuss more facts before making a decision.

\_\_\_\_\_  
You represent the answer is “no” to any item not checked above.

**YOUR SPOUSE** – Full Name \_\_\_\_\_

Former last names (maiden & married) \_\_\_\_\_ Spouses’ Social Security \_\_\_\_\_

Driver’s license # and state: \_\_\_\_\_ **OR** Government Photo ID card \_\_\_\_\_

Date of Birth \_\_\_\_\_ Height \_\_\_\_\_ Weight \_\_\_\_\_ Sex \_\_\_\_\_ Eye Color \_\_\_\_\_ Hair Color \_\_\_\_\_

Present employer \_\_\_\_\_ Address \_\_\_\_\_

City State Zip

Work phone (\_\_\_\_\_) \_\_\_\_\_ Mobile (\_\_\_\_\_) \_\_\_\_\_ Employment date \_\_\_\_\_

Position \_\_\_\_\_ Your gross monthly income is \$ \_\_\_\_\_ (attach pay stub)

**EMERGENCY** – Emergency contact person over 18, who will not be living with you

Name \_\_\_\_\_ Address \_\_\_\_\_

City State Zip

Work phone (\_\_\_\_\_) \_\_\_\_\_ Home phone (\_\_\_\_\_) \_\_\_\_\_ Relationship \_\_\_\_\_

If you are seriously ill, missing or in a jail or penitentiary according to an affidavit of the above person or if you die, you authorize-check one or more

\_\_\_\_\_ the above person \_\_\_\_\_ your spouse and/or \_\_\_\_\_ your parent or child to enter your dwelling to remove all contents, as well as your property in the mailbox, storerooms and common areas. If no box is checked any of the above are authorized at our option. If you are seriously ill or injured, you authorize us to send for an ambulance at your expense. We are not legally obligated to do so.

**AUTHORIZATION – I or we authorize the apartment owner or its’ agent to verify the above information by all available means. Owner is not required to reverify or investigate preliminary findings.**

**This Rental Application and the Lease Contract are binding legal documents when signed. Please read them carefully. Before submitting a Rental Application or signing a Lease Contract, you may take a copy of these documents to review and/or consult an attorney. Additional provisions or changes may be made in the Lease Contract if agreed to in writing by all parties. You are entitled to a copy of the Lease Contract after it is fully signed.**

Revised 11/1/11

**NOTIFICATION OF SALE, Form B**

Property Address \_\_\_\_\_

Seller Information

Name(s) \_\_\_\_\_

New Telephone Number \_\_\_\_\_

Forwarding Address \_\_\_\_\_

Buyer Information

Name(s) \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

Please submit a copy of the sales contract (financial information may be deleted).

I affirm that the information provided on this Notification of Sale is correct and complete and that the Buyer has received a copy of the Declaration, Bylaws and Rules and Regulations for West Cal Homeowners Association. I further request a closing statement setting forth the amount of any unpaid assessments and other charges due and owing from myself to the Association.

\_\_\_\_\_  
Seller's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller's Printed Name

APPLICATION of ARCHITECTURAL REVIEW, FORM D

Duplex Residence Lot Owner: \_\_\_\_\_

Unit Address: \_\_\_\_\_

Phone (\_\_\_\_)\_\_\_\_-\_\_\_\_\_

Describe IN DETAIL the nature and scope of your proposed change. Attach to this Change Request form any plans and drawings that will help clarify your request.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of application: \_\_\_\_\_

Anticipated date of completion: \_\_\_\_\_

I understand that:

1. The approval of the Executive Board must be obtained before I may proceed with my project.
2. Approval of my request by the Executive Board in no way supercedes permit requirements or code restrictions mandated by Parish or City of Westlake or any other governments agency.
3. I will obtain any required permits before starting the above project and that the project will meet applicable code requirements and restrictions.
4. I will obtain and display on the door of my unit any and all building permits/license that may be required by state and local agencies.

I further understand and agree to indemnify and hold the West Cal HOA harmless for any and all damages that may occur as a result of work done in connection with this project.

If my request is approved, I agree to complete promptly and without variance the work described above. I am aware that any variation from the approved request could result in an order to remove the non-complying item. I also agree to post the approved copy of this form on the door of my unit while the work is in progress.

Name, address and phone number of contractor or contractors who will perform work:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*Please attach a copy of the certificate of insurance to this form.

Homeowner's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Recommendation of Architectural Review Board:

A. Approved as Submitted: \_\_\_\_\_

Date: \_\_\_\_\_

B. Conditionally Approved: \_\_\_\_\_

Date: \_\_\_\_\_

"Conditional Approved Requirements: \_\_\_\_\_

\_\_\_\_\_

C. Not Approved: \_\_\_\_\_ Date: \_\_\_\_\_

**Decision of Executive Board:**

A. Approved: \_\_\_\_\_

B. Not Approved \_\_\_\_\_ Date \_\_\_\_\_



