

OAK PARK LEISURE GARDENS

RULES AND REGULATIONS

ADOPTED MARCH 3, 1994
REVISED DECEMBER 3, 1998
REVISED MAY 12, 2001
REVISED MARCH 6, 2004
REVISED MARCH 19, 2005
REVISED MAY 12, 2007
REVISED AUGUST 30, 2012
REVISED AUGUST 9, 2016
REVISED APRIL 12, 2022
REVISED AUGUST 13, 2024

FORWARD

1. The following rules are based on the Covenants, Conditions and Restrictions, the Bylaws, and the Municipal Code of the City of Arroyo Grande, but their prime purpose is to provide a basis for that mutual respect and courtesy which will ensure us, as neighbors, the quiet enjoyment of our property.
2. Subject to the rights of reasonable contest, each owner, tenant, and guest shall promptly comply with all provisions of applicable statutes, ordinances, and administrative rules and/or regulations affecting his or her lot.

I. General

1. No lot shall be used for anything other than residential purposes. No more than three residents may occupy a one-bedroom lot, and not more than five residents may occupy a two-bedroom lot.
2. No commercial enterprise, including garage sales or estate sales, shall be conducted on any property or common areas.
3. No sign of any kind shall be displayed to public view on any lot except such signs as may be required by legal proceedings, one stake-mounted "For Sale" or "For Rent" sign not exceeding four square feet in size, or a window sign no larger than 18 by 20 inches. No more than one political sign per lot may be displayed during local and national elections. Signs may not be displayed more than 30 days before an election and shall be removed the day following the election. Signs may not be displayed in common areas.
4. No fixtures, furniture, appliances, garbage receptacles, trash cans, storage containers, or other goods and equipment not in active use, shall be stored in any open area or on any lot so that the material is visible from a neighboring lot or common area. This includes patios and balconies. Only patio-type furniture and materials such as barbecues, umbrellas, and plants may be visible on patios. All material storage must be in compliance with city/county ordinances covering fire and other hazards.
5. A lot may be leased by its owner to others provided that:
 - a. The lease shall be in writing.
 - b. All agreements shall provide that the terms of the lease are subject in all respects to the provisions of the Governing Documents.
 - c. All lease agreements shall provide that any failure by the lessee to comply with the terms of the Governing Documents shall be a default under said lease.
 - d. No lease shall be for any period less than six (6) months.
 - e. Short-term rentals such as AIR BNB, Vacation Rentals by Owner (VRBO), or similar arrangements are not permitted at any time.
6. Any owner, landlord, or property manager who leases a lot shall be responsible for providing the tenants with a copy of these Rules and Regulations and any other applicable documents. Failure to do so does not absolve the renter from responsibility to comply with the regulations.
7. The owner of a leased property shall be responsible for the actions of the tenant(s) and any damage to the common area or common property caused by those actions.
8. Electric Vehicle Charging Stations (EVCS) may be installed with prior approval. Interested owners should submit an application to the Architectural Review Committee for review and approval. An EVCS must be entirely contained within a garage and may not be visible from the outside. An EVCS must be installed by a licensed electrical

contractor. Documentation of appropriate installation must be on file with the property manager.

9. Complaints regarding violations of the rules shall be submitted in writing to the management company. See “Updating and Enforcing the Rules and Regulations”, Section XL.

II. Common Areas

A. STREETS, LOTS, AND COMMON AREAS

1. Streets and common areas are not to be used for playing games, riding bicycles, skateboards, skates, scooters, tricycles, other toys or recreational vehicles. This includes children’s bicycles and wheeled vehicles. Bicycles must be walked to James Way before riding. Because outdoor recreational facilities are not provided in Oak Park Leisure Gardens, owners, lessees, and their guests are encouraged to use the public parks, beaches, or other off site approved recreational areas.
2. The speed limit on all streets within Oak Park Leisure Gardens is **15 MPH**.
3. Stop Signs in the complex are legal and should be observed for the safety of all.
4. Repair or servicing of vehicles is not permitted on the driveways or common areas, except in emergency.
5. All pedestrian traffic is restricted to sidewalks, paved walkways, streets, and the dirt walkway along the creek on the south side of Meadow Way. This means no walking through landscaping in any common or private area. Owners may not create walking pathways or insert paving stones through their landscaping.

B. CLUBHOUSE USAGE

1. Children and guests, regardless of age, are not permitted to use the clubhouse facilities without an owner or lessee in attendance.
2. An owner or lessee may not entertain more than six (6) guests in the clubhouse without a prior approved reservation.
3. Only owners or lessees with an assigned keycode access are eligible to use the clubhouse.
4. Owners who are leasing their unit may assign their rights to use the clubhouse to the tenants. However, in doing so, the owner gives up all rights to use the clubhouse, unless they own an additional unit. Contact the property manager for forms to assign clubhouse privileges.
5. The clubhouse reservation procedure for owners and lessees is as follows:

- a. Contact the Association member who is in charge of clubhouse reservations.
 - b. Provide the required information on the REGISTRATION FORM, which can be found on the bulletin board in the clubhouse.
 - c. Provide a \$100.00 cash deposit before your reservation time. All reservations require the deposit regardless of what facilities are used.
 - d. Place your approved REGISTRATION FORM on the front door during your reservation time. No other person(s) may use any part of the clubhouse facilities during that time.
 - e. The \$100.00 cash deposit will be refunded when it is determined that the clubhouse has been cleaned up properly. The cost for any required cleanup not completed by the owner or lessee will be deducted from the deposit. The owner or lessee shall be responsible for any charges for damages caused by them or their guests where such charges total more than the deposit.
6. Obey all posted rules pertaining to the use of the clubhouse. Rules for the use of the billiard room and card room are posted in each respective room.
 7. Owners are responsible for the behavior of all guests in the clubhouse and any damage caused by guests.
 8. No one under 16 years of age is permitted in the billiard room.
 9. Swimsuits must be worn in the sauna.
 10. No smoking is permitted at any time anywhere within the clubhouse or within 20 feet of an entrance to the clubhouse.
 11. No dogs/animals are allowed in the Clubhouse except registered service animals
 12. Community facilities will not be used for personal and/or financial gain.
 13. The clubhouse cannot be reserved for regularly scheduled weekly or monthly meetings, except for Association activities. Under no conditions shall the clubhouse and/or its facilities be used for political, religious, or other organizational activities that have meetings open to the public.
 14. The clubhouse and its facilities are for the use of the owners and lessees only, and for personal reasons only, such as family gatherings, birthday parties, and wedding receptions. Any other use will require approval of the Board of Directors. Owners and lessees are expected to abide by all Rules and Regulations set forth.
 15. Upon leaving the clubhouse and its facilities, it is the responsibility of the owner or lessee present to be sure all windows are closed and locked, all lights and other appliances are off, all doors are locked, and the clubhouse and facilities are safe and secure before leaving the premises.

III. LANDSCAPING

1. Alterations to existing approved landscaping may be permitted, only after the written approval of the Board of Directors. Such alterations are to be completed at the owner's expense.
2. Landscaping in patio areas will be such that no plants or shrubs are higher than the top of the first floor window.
3. No planters, baskets, or pots shall be attached to the exterior of a building.
4. All containers with dead plants must be removed from the front of lots and the common area.
5. No potted plants are permitted in the common area or beyond the walkway of the lot.

IV. TRASH PICK-UP

1. On trash pick-up days, trash containers must be closed. Only trash containers approved by the City of Arroyo Grande may be used.
2. Trash containers are to be put out for pick-up no earlier than the evening before the pick-up day and removed from view no later than 10:00 pm on the pick-up day. If the owner or lessee is out of town they shall make alternative arrangements for the fulfillment of this obligation.
3. Owners are responsible for any trash and/or garbage tenants leave behind. Owners shall promptly remove and dispose of all trash, garbage, and personal property that may be left out on the street and lot. Such items shall be not left out on the street for future pick-up.

V. UNNECESSARY NOISE

1. Loud and/or boisterous activity and/or music, such as the use of musical instruments, radios, stereos, TVs, vehicles, barking dogs etc. are not permitted. No activities involving noise such as construction projects or loud voices shall be conducted between the hours of 10:00 p.m. and 7:00 a.m.

VI. PETS

1. No more than two (2) pets may be kept on any lot. All pet rules within the complex also apply to guests and visitors of any owner or renter within the complex.
2. All dogs must be kept on a hand held leash when walked on the Association sidewalks, streets, and common area, grass/ivy and streets. The owner shall immediately clean up any dog droppings.

3. Pets may not enter other resident's lots.
4. No pet may be kept which is an annoyance to other residents.
5. No animal, livestock, or poultry may be kept, raised or bred on the property.

VII. ARCHITECTURAL CONTROL

1. No building, fence, wall, or other structure or landscape planting shall be commenced, erected or maintained upon the properties, nor shall any later remodeling reconstruction, alteration, or addition to those improvements, including material alterations of previously approved landscape plantings, be made until the plans and specifications showing the nature, kind, shape height, materials, and location of the structure and/or landscaping have been submitted to, and approved in writing as to harmony and external design and location in relation to the surrounding structures and topography, by the ARCHITECTURAL REVIEW COMMITTEE (ARC).
2. No exterior window coverings or dressings are permitted.
3. No window air conditioners will be permitted.
4. Wooden architectural features on the outside of units must be replaced when damaged and painted to match the trim color.
5. Artificial turf is permitted only in patio areas and is installed at the owner's expense. Owners must receive approval from the ARC on the brand, type, and quality of the turf before installation. Owners are responsible for maintaining the appearance of the artificial turf.
6. Temporary window dressings (sheets, towels etc.) are restricted to a time period of no more than 30 days.
7. Furniture on balconies will be restricted to usual patio-type furniture.
8. Holiday decorations must be removed from the exterior of units within a reasonable amount of time, not to exceed two (2) weeks.
9. Any exterior satellite dish shall meet all the specifications of the Federal Communication Commission and shall be installed in such a way as to be the least visible from the street, common, area, and lots. The Board reserves the right to make determinations of appropriate placement. Owners should complete an ARC application prior to installing a satellite dish.

10. Owners considering installing solar panel(s) on their roof must first submit an ARC application and comply with the provisions of the Solar Covenant and Agreement (See Appendix A) and Installation Agreement (See Appendix B).
11. Shortwave radio antennas are not permitted on any lot.
12. Spas or hot tubs of any kind are not permitted on a lot's deck or patio

VIII. PARKING

1. Residents are permitted to park no more than one (1) vehicle in a visitor parking space within the complex at any one time.
2. Residents must first use their driveway before using a space in visitor parking.
3. No parking is permitted on the internal streets except for service and delivery vehicles while service is being provided.
4. No vehicle can be parked in any one parking place for more than 72 hours without being moved outside of the complex.
5. Any vehicle in violation of the parking rules will be subject to either a fine and/or towing at the owner's expense after an appropriate notice has been given.
6. Commercial vehicles: There is no parking of commercial vehicles within Oak Park Leisure Gardens, except within a garage and out of view. Commercial vehicles in relation to this section are defined as:
 - a. Any vehicle containing exposed equipment, tools, supplies, or work-related items.
 - b. Any vehicle displaying advertisement or logo for a business, occupation, or agency.
 - c. A vehicle with a capacity of more than (1) one ton.
7. Trucks or vehicles with the capacity of one ton or more may not be parked on any lot or street within Oak Park Leisure Gardens.
8. Trailers, campers, motor homes, inoperable vehicles, boats, or similar equipment may not be parked or kept any lot or street within Oak Park Leisure Gardens.
9. PODS and other storage devices used as containers for moving purposes require permission of the Board to be parked within the complex. PODS may be parked in the driveway of the unit if there is one, or the nearest available parking space. They may not be parked on the street. PODS may not be parked for more than 72 hours in a parking spot. If more time is required, the POD may be parked in the spaces by the clubhouse for up to 96 hours (4 days). Owners having PODS delivered must present the association

with a statement of insurance from the company stating that the company or the owner will be solely responsible for all damage done to the asphalt, other automobiles, landscaping, walls, or any other feature of the complex.

IX. UPDATING AND ENFORCING THE RULES AND REGULATIONS

1. The Rules and Regulations may be changed, deleted, or amended at any time by the Board of Directors. Either a separate mailing, inclusion in the newsletter, or addition to any other mailing to members will constitute due notice.
2. It is the owner's responsibility to insure that his/her tenants, guests, or invitees know, understand, and abide by these RULES AND REGULATIONS.
3. Complaints to be considered must include the following:
 - a. **ALL COMPLAINTS TO BE CONSIDERED BY THE BOARD OF DIRECTORS MUST BE IN WRITING**
 - b. The complaint must be addressed to the **BOARD OF DIRECTORS** and **mailed, e-mailed, or hand delivered** to the management company.
 - c. The complaint must contain the violator's name, address, date of violation, nature of the violation, section of the documents violated, and the action you have taken to correct the violation (such as asking noisy neighbors to quiet down, explaining to the violator what he/she is doing wrong, or contacting the police for barking dogs or loud parties).
4. Upon receipt of a properly submitted letter of complaint, the Board will take the action necessary to resolve the complaint consistent with the Civil Code of State of California and the governing documents, including the imposition of a fine. Violators will first receive a documented warning(s) from the property management company.
5. The following is the schedule of fines. Fines for violations will be levied against the owner of the offending lot and not the renter. Costs for repairs and damages will be added where applicable:
 - a. First fine \$100.00
 - b. Second fine \$250.00
 - c. Third fine \$500.00

The Board of Directors will determine any subsequent action necessary to achieve compliance with the rules and regulations.

6. The Association may initiate legal action against a non-conforming lot owner at any time.

7. Failure to pay any fine on time will be treated as any other late payment to the Association.
8. The Board of Directors, if it chooses, may appoint a subcommittee of its own members to handle all violations.

NOTICE!! For any violation that requires law enforcement, the fire department, or other emergency services, please call 911.

Appendix A

COVENANT AND AGREEMENT RELATING TO INSTALLATION OF SOLAR ENERGY SYSTEM AND/OR PANELS ON ROOFTOP

This Covenant and Agreement pertaining to maintenance, repair, restoration and/or replacement obligations relating to installation and usage of a roof-mounted solar energy system and/or panels on the roof including photovoltaic installation as described more particularly in _____'s Architectural Request Form dated _____ ("Application" attached hereto as Exhibit "A") and collectively referred to as "Subject Work" is entered into on _____, by and between Oak Park Leisure Gardens Home Owners Association, a California non-profit mutual benefit corporation ("the Association") and _____ (referred to as "Owner(s)"), who own the real property commonly known as _____ ("Subject Property") within the Association and is a member of the Association.

RECITALS

1. The Association, pursuant to the terms of its operative Amended and Restated Declaration of Covenants, Conditions and Restrictions for Tract 672 Oak Park Leisure Gardens Home Owners Association ("CCRs"), Rules and Regulations, and Bylaws (collectively "Governing Documents") of the Association, is authorized to enforce the provisions contained within the Governing Documents which are applicable to all members and all residences within the Association Residential Project.

2. Specifically, the legal description of the Owners' Lot in the Project is:

3. The Subject Property includes a rooftop on the residential structure as well as a rooftop on the attached garage with a single, integrated roof system.

4. Article I of the CC&Rs "Definitions," § 1.08 "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners, including such portion of Letter Lots A through K, inclusive and the private drives as delineated in map recorded September 1, 1978 in Book 9, Page 73 of Maps in the County of San Luis Obispo, California that lie within Unit A of Tract 672. Unless the context clearly indicates a contrary intent, any reference herein to the "Common Areas" shall also include any Common Facilities located thereon.

Further, Article I of the CC&Rs “Definitions,” § 1.17 “Lot” shall mean any parcel of real property designated by a number on the Subdivision Map, excluding the Common Area. When appropriate within the context of this Declaration, the term “Lot” shall also include the Residence and other Improvements constructed or to be constructed on a Lot.

Additionally, Article I of the CC&Rs “Definitions,” § 1.23 “Party Wall” shall mean any wall or roof located on a property line dividing any Lots, which improvement is commonly used by any such Lot and the adjoining Lot. The rights and responsibilities of Owners with respect to Party Walls shall be governed by Article VII, Section 7.05 and Article IX, Section 9.05.

Moreover, Article VII entitled “Association and Owner Maintenance Responsibilities” relating to “Association Maintenance Responsibilities,” § 7.01 provides: “Additionally, the Association, in its sole discretion and control, shall be responsible for the following: (1) to replace the roofs on the buildings in which the Residences are located (hereafter the “Buildings”); (2) to maintain and replace as appropriate (at sole discretion of the Association) the trees and Association irrigation lines located in the front yards of the Lots; and (3) to paint the exterior of the Buildings, patio walls, balconies, decorative trim, fascia, chimneys and fences (routine and customary painting only at the sole discretion of the Association).”

Additionally, § 7.02 relating to “Owner Maintenance Responsibilities” states, “Additionally, each Owner shall be responsible for the maintenance and repair of the roof, roof vents, gutters and downspouts located on the buildings in which their Residence is located (hereafter the ‘Buildings’), including necessary maintenance and repairs to safeguard and secure the chimneys to the roofline from leaks into the Buildings and all damage to their Residences and Lots caused by wood destroying pests and organisms, including termites, mold, mildew, and dry rot (hereafter collectively referred to as ‘Termites’).”

Further, § 7.05 relating to “Maintenance of Common Party Walls” part (b) “Sharing of Repair and Maintenance” states, “The cost of reasonable repair and maintenance of a Party Wall shall be shared by the Owners who make use of the wall in equal portion to such use.”

Moreover, Article IX entitled “Easements” relating to “Party Wall and Roof Easements,” § 9.05 provides: “Whenever a wall or roof constituting a common wall or roof for two Residences, is located on the dividing line between adjacent Lots, the Owner of the adjoining Lot shall have reciprocal mutual nonexclusive easements for the maintenance of the wall or roof, the reconstruction of the wall or roof in the event of the partial or total destruction of the same, drainage associated with the wall or roof of the Residence of which the wall or roof is a part, and an easement to accommodate the foundation of roof or eaves encroachment as depicted in the original design, plans and specifications that were the basis for the original construction of the Residence or Residences on the Lot or Lots. The Owner of a Lot having a roof or wall situated on the

boundary line between his or her Lot and the adjoining Lot shall not attach anything to the outside of the roof or wall that will protrude across the boundary line into the adjoining Lot, and the Owner of the adjoining Lot on which such a roof or wall is situated shall not attach anything to the outside of the roof or wall without the consent and permission of the Owner of the adjoining Lot on which the Residence of which the roof or wall is a part is situated.”

NOW THEREFORE, The Association is willing to grant approval to the Owners to make the modifications referred to herein above as Subject Work as set forth and described in the Application. The Association’s approval is specifically conditioned on the notarized execution of this Covenant and Agreement and Acceptance of each of the conditions, covenants, and premises set forth herein and below:

A. Notwithstanding Article VII, § 7.01, § 7.02, and §7.05; and Article IX, § 9.05 cited above and the aforementioned CC&Rs, Article I, § 1.08, § 1.17, § 1.23 of the CC&Rs cited above, the Owners desire to make certain modifications referred to herein as the Subject Work as set forth and described more specifically in the attached Owners’ Application and agree to be solely responsible for any and all damages and injuries including, but not limited to, impairment of the waterproofing integrity and useful life of the roof system, damage to the common area, roof, separate interests, lots, and/or building components, personal property, personal injury, as well as any and all repairs, maintenance, restoration and/or replacement to the common area, building, roof system, walls, and/or any other effected building components, separate interests, lots and property damage, as a result of the installation, maintenance, repair, replacement, usage and/or existence of the Subject Work as well as the costs for maintenance, repair, and replacement of the solar energy system and/or panels until the area is restored to its original condition and for the restoration of the common area, and separate interests after removal.

B. Subject to any requirements under California law, the Association shall have no obligation, responsibility, or liability to any person, of any kind relating to, arising from, or in any manner connected with:

1. The Subject Work and any and all defects and/or damages caused by and/or resulting from the Subject Work and/or the need to maintain, replace, restore and/or repair any materials contained within the Subject Work.

2. Future damage including, but not limited to, compromising, impacting, affecting, undermining, weakening, damaging, and/or harming of the Subject Property, building, roof system, walls and/or any other building components, common area, separate interests, and/or other lots caused by and/or resulting from the Subject Work.

3. Past, present, or future damage to any part of the Subject Property, adjoining structures, real property, other lots, personal property, separate interest of any Association member, common area, or fixtures of any kind, that is related to and/or caused, in whole or in part, by damage relating to and/or caused by B1 or B2 above.

4. Personal injuries or claims of personal injuries by Owners or any other person or entity that is related to, arising from, or caused, in whole or in part, by the Subject Work, its existence, or use.

5. Any defects, damages, or injuries described above in Sections B1 through B4 shall be the sole responsibility of Owners and it is the specific intent of this Covenant and Agreement to ensure that the Association has no liability, obligations, or responsibility for such damage, including any physical, consequential, direct or indirect damages claimed or suffered by any person or entity, including, but not limited to, Owners, other members of the Association, or third parties.

C. Owners agree to defend, indemnify, and hold the Association, its past, present, and future Directors and Officers, its past, present, and future community association management companies and managers harmless from any and all claims, future claims, suits, or demands, by any person or entity, caused by and/or arising out of the Subject Work, including, but not limited to, any damages, claims, and/or injuries that are alleged to arise from the subject matter of Sections A, B1 through B4 described above. Such defense, indemnity, and hold harmless obligation shall be interpreted as broadly as allowed under California law and shall include, but not be limited to, damages, attorney fees, expert consultant fees, and litigation costs. Such defense, indemnity, and hold harmless obligation shall not apply to claims, suits, or demands for damages that are caused solely by the willful misconduct or sole negligence of a party seeking to be indemnified herein.

D. Owners agree that no part of the roof-mounted solar energy system and/or panels will be placed on a Party Wall, and any damage to a Party Wall as a result of the roof-mounted solar energy system and/or panels or its installation will be at the sole cost and expense of the Owners.

E. Owners agree that they have notified in writing each owner/member of a lot whose residence or garage abuts the Subject Property and/or shares the roof of the building in which the Subject Property is located.

F. Owners and Owners' successors are required to maintain a homeowner liability coverage insurance policy at all times in the amount of no less than \$500,000 per occurrence, naming the Association and community association management company as additional insureds and providing the Association with the corresponding certificate of insurance within fourteen (14) days of approval of the application and annually thereafter.

G. Owners shall be responsible for obtaining all necessary approvals or permits from applicable governmental entities or agencies and shall comply with all laws, codes and regulations concerning the construction of any such improvements.

H. Owners shall have the installation of the solar energy system and/or panels performed by a licensed, bonded and insured contractor, with permits obtained from the applicable Department of Building and Safety. No installation shall be commenced by Owners prior to the submission of the name of the contractor, the contractor's license number, a copy of the declarations page from the contractor's insurance company and a copy of the permit for the installation from the appropriate Department of Building and Safety. The contractor's insurance shall have minimum coverage for liability of \$1,000,000.00 for broad form and completed operations and shall also have automobile coverage and worker's compensation coverage. The Association and community association management company shall be named as additional insureds on said policies with no exclusions for work performed on a common interest development.

I. Owners shall submit a complete description of what products, materials and systems will be used in the installation and a detailed diagram of where the system is to be installed on the roof. The installation shall comply with all requirements of the City and County building codes and in conformity with the manufacturer's specifications for the system over the existing proposed location of installation. The installation shall strictly comply with the representations in the Owners' application. Upon completion of the installation, Owners shall submit a written statement from the installer verifying that such products have been installed and that the installation was performed in accordance with all manufacturer's specifications and guidelines.

J. In the event that the Association must perform maintenance to, or replace the roof system, Owners or Owners' successors who installed the solar energy system and/or panels upon the roof shall be responsible for hiring (at Owners' sole expense) a licensed and insured contractor to disassemble the solar energy system and/or panels to facilitate the Association's performance of maintenance or repairs on the roof system and thereafter reassemble the solar energy system and/or panels. If Owners or Owners' successors fail to cause the disassembly upon request by Association, the Association shall be entitled to cause the disassembly and shall be entitled to specially assess the Owners (or successor Owners) of the solar energy system and/or panels for expense incurred by the Association for the disassembly and use all available remedies provided in the CC&Rs for collecting such special assessment.

K. If more than one (1) Owner uses the roof area where the solar energy system is to be installed then Owners shall submit to the Association a solar site survey showing the placement of the solar energy system prepared by a licensed contractor or the contractor's registered salesperson knowledgeable in the installation of solar energy systems to determine usable solar roof area. This survey or the costs to determine useable space shall not be deemed as part of the cost of the system. The solar site survey shall also include a determination of an equitable allocation of the usable solar roof area among all owners sharing the same roof.

L. Owners agree that Owners and Owners' successors shall be solely responsible for any and all specified damages including, but not limited to, impairment of the waterproofing integrity and useful life of the roof system and/or damage to the common area, roof, separate interests, lots, building components, personal property, personal injury, and any and all repairs, maintenance, restoration and/or replacement to the building, roof system, wall, common area, separate interest, lots, and/or any other effected building component as a result of the installation, maintenance, repair, replacement, usage and/or existence of the Subject Work as well as the costs for maintenance, repair, and replacement of the solar energy system and/or panels until the area is restored and for the restoration of the common area, or separate interests after removal. Association shall have no repair, maintenance, restoration and/or replacement responsibilities relating to the Subject Work, including, but not limited to, compromising, impacting, affecting, undermining, weakening, damaging, and/or harming of the Subject Property, building, roof system, wall and/or any other building component caused by and/or resulting from the Subject Work, its existence or use.

M. Owners shall disclose the existence of and terms of this Covenant and Agreement to all prospective purchasers of the Subject Property. Owners and the Association agree that this Covenant and Agreement shall be recorded in the office of

the County Recorder of the County of San Luis Obispo or other County. Owners agree to cooperate, as reasonably necessary, to ensure that this Agreement is recorded as described above.

N. The terms of this Covenant and Agreement are specifically intended to be binding upon and inure to the benefit and detriment of each successor in interest, lessee, and occupant of the Subject Property, as well as their respective heirs, agents, grantees, lessees, licensees, successors, and assigns. This Covenant and Agreement shall run with the land and shall be binding upon all persons or entities having or acquiring any right, title or interest in the Subject Property or any portion thereof, whether as sole owners, joint owners, lessees, tenants, occupants or otherwise.

O. Entry into this Covenant and Agreement by the Association shall not constitute a waiver by the Association of any authority to pursue violations or alleged violations of any provision of the Association's Governing Documents except those expressly set forth herein.

P. The Parties agree to cooperate in good faith to effectuate the terms of the Covenant and Agreement and the parties shall execute such further documents and do any and all such further things as may be necessary to implement and carry out the intent of this Covenant.

Q. This Covenant and Agreement shall be construed in accordance with the laws of the State of California, regardless of where executed. If any provision of this Covenant and Agreement shall be deemed to be invalid, void or illegal, such provision shall be construed and amended in a manner which would permit its enforcement but in no event shall such provision affect, impair or invalidate any other provision hereof.

R. The terms of this Covenant and Agreement are contractual and not merely recital. This Covenant Agreement may be signed in more than one counterpart, each of which shall be deemed an original. This Covenant and Agreement shall each be deemed fully executed and effective when all parties have executed at least one of the counterparts thereof, although no single counterpart bears all such signatures.

S. In the event of litigation relating to the subject matter of this Covenant and Agreement, the prevailing party shall be entitled to receive from the other party its reasonable attorneys' fees and costs.

T. This Covenant and Agreement supersedes and replaces all prior agreements, oral or written and may be modified only in writing, signed by both parties.

THIS AGREEMENT AND COVENANT CONSISTS OF 8 PAGES.

By: _____

Owner: _____ Dated: _____

By: _____

Owner: _____ Dated: _____

By: _____ Dated: _____

Owner: _____

OAK PARK LEISURE GARDENS HOME OWNERS ASSOCIATION

By: _____ Dated: _____
President

By: _____ Dated: _____
Secretary

Appendix B

AGREEMENT RELATING TO INSTALLATION OF SOLAR ENERGY SYSTEM AND/OR PANELS ON ROOFTOP

This Agreement pertaining to installation and usage of solar energy systems and/or panels including photovoltaic installation on the roof-mounted as described more particularly in _____'s Architectural Request Form dated _____, ("Application" attached hereto as Exhibit "A") and collectively referred to as "Subject Work" is entered into this _____, by and between Oak Park Leisure Gardens Home Owners Association, Inc., a California non-profit mutual benefit corporation ("the Association"), _____ (referred to as "Owner(s)"), and _____ (referred to as "Installer").

RECITALS

1. Owner owns the real property commonly known as _____ ("Subject Property") within the Association.

2. Owner has submitted an Application for Installer to perform the Subject Work, including, but not limited to, the installation of a solar energy system and/or panels including photovoltaic installation on the roof-mounted at the Subject Property.

NOW THEREFORE, The Association is willing to grant approval to Owners and Installer to make the modifications referred to herein above as Subject Work as set forth and described in the Application. The Association's approval is specifically conditioned on the execution of this Agreement and Acceptance of each of the conditions, covenants, and premises set forth herein and below:

A. The Installer shall be a licensed and insured contractor, with permits obtained from the applicable Department of Building and Safety. No installation shall be commenced prior to the submission of the name of the contractor, the contractor's license number, a copy of the declarations page from the contractor's insurance company and a copy of the permit for the installation from the appropriate Department of Building and Safety. The contractor's insurance shall have minimum coverage for liability of \$1,000,000.00 for broad form and completed operations and shall also have automobile coverage and worker's compensation coverage. The Association and community association management company shall be named as additional insureds on said policy with no exclusions for work performed on a common interest development.

B. Installer agrees to defend, indemnify, and hold the Association, its past, present, and future Directors and Officers, its past, present, and future community association management companies and managers harmless from any and all loss, damage, claims, future claims, suits, injuries and/or demands, by any person or entity, caused by and/or arising out of the installation, maintenance, existence and/or use of the Subject Work. Such defense, indemnity, and hold harmless obligation shall be interpreted as broadly as allowed under California law and shall include, but not be limited to, damages, attorney fees, expert consultant fees, and litigation costs. Such defense, indemnity, and hold harmless obligation shall not apply to claims, suits, or demands for damages that are caused solely by the willful misconduct or sole negligence of a party seeking to be indemnified herein.

C. In addition to the above duties, Installer agrees to pay and reimburse the Association for any and all costs, expenses, claims, losses and damages to the Subject Property, common area and/or separate interests caused by and/or arising out of the installation, maintenance, existence and/or use of the Subject Work.

D. The Parties agree to cooperate in good faith to effectuate the terms of the Agreement and the parties shall execute such further documents and do any and all such further things as may be necessary to implement and carry out the intent of this Agreement.

E. This Agreement shall be construed in accordance with the laws of the State of California, regardless of where executed. If any provision of this Agreement shall be deemed to be invalid, void or illegal, such provision shall be construed and amended in a manner which would permit its enforcement but in no event shall such provision affect, impair or invalidate any other provision hereof.

F. The terms of this Agreement are contractual and not merely recital. This Agreement may be signed in more than one counterpart, each of which shall be deemed an original. This Agreement shall each be deemed fully executed and effective when all parties have executed at least one of the counterparts thereof, although no single counterpart bears all such signatures. Signatures pages may be transmitted by first class mail, pdf file, or email.

G. In the event of litigation relating to the subject matter of this Agreement, the prevailing party shall be entitled to receive from the other party or parties its reasonable attorneys' fees and costs.

H. This Agreement supersedes and replaces all prior agreements, oral or written and may be modified only in writing, signed by both parties.

THIS AGREEMENT CONSISTS OF 3 PAGES.

By: _____
Owner: _____ Dated: _____

By: _____
Owner: _____ Dated: _____

By: _____
Owner: _____ Dated: _____

Installer: _____

By: _____ Dated: _____
Title: _____

OAK PARK LEISURE GARDENS HOME OWNERS ASSOCIATION

By: _____ Dated: _____
President

By: _____ Dated: _____
Secretary