

# **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**

### **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. Shortwave radio antennas are not permitted on any lot.

11. 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.**



