

**RECORDING REQUESTED BY:**

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**WHEN RECORDED MAIL TO**

NAME: Same as above

**2019013587**

Tommy Gong  
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**CERTIFICATE OF FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR TRACT 672**

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RECORDING REQUESTED BY:  
AND WHEN RECORDED MAIL TO:

OAK PARK LEISURE GARDENS  
HOMEOWNERS ASSOCIATION  
c/o David A. Loewenthal, Esq.  
LOEWENTHAL, HILLSHAFER & CARTER, LLP  
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Woodland Hills, CA 91367

Tel: (818)905-6283 Fax: (818)905-6372

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CERTIFICATE OF  
FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF  
CONDITIONS, COVENANTS, AND RESTRICTIONS FOR TRACT 672

I, John Elfers, certify and declare that:

I am the duly elected President of the OAK PARK LEISURE GARDENS HOME OWNERS ASSOCIATION, a California non-profit corporation (hereinafter the "Association").

Various individuals comprising the members of the association are the owners of certain property located in the City of Arroyo Grande, County of San Luis Obispo, State of California, more particularly described as:

Portions of Tract No. 672 as shown on Map recorded on September 1, 1979, in Book 9, Page 73 of Maps in the Office of the County Recorder of San Luis Obispo County, which are shown as Unit A on Exhibit B which is attached to the Original Declaration of Covenants, Conditions and Restrictions for Tract 672, recorded on June 5, 1979 as Instrument no. 24813 in the Office of the County Recorder for San Luis Obispo County, as amended from time to time, and sometimes referred to as "Unit A". Being a residential planned unit development project located on James Way in Arroyo Grande, California, and commonly known of as Oak Park Leisure Gardens.

The Declarant for the Property previously established a general plan for the protection, maintenance, improvements and development of the Property and has fixed covenants, conditions, restrictions, easements, reservations, liens and charges upon and subject to which all the Property and each portion thereof and for the benefit of the declarant and each present and future owner. Said covenants, conditions and restrictions are set forth in that certain Amended and Restated Declaration of Conditions, Covenants and Restrictions for Tract 672 ("Declaration") recorded on June 8, 2016, as Instrument No. 2016026351 in the Official Records of County of San Luis Obispo, as amended from time to time.

Said Declaration provides that the Association has been created under the laws of the State of California for the purpose of enforcing the covenants, conditions and

restrictions placed upon the Property and protecting the value, desirability and attractiveness of the Property.

The Association submitted to each member a ballot requesting approval or rejection of the proposed Amendments to the Declaration. In excess of sixty-six and two thirds percent (66 2/3%) of the Voting Powers of the Members voted in favor of the Amendments to the Declaration regarding the "Association and Owner Maintenance Responsibilities" to Article VII, Sections 7.01 and 7.02 in accordance with the procedures for amendments set forth in the Declaration; and

WHEREAS, the requisite percentage of affirmative votes required in the Declaration was achieved is attested to by the execution of this Certificate by the duly authorized president of the Association, as required by California Civil Code Section 4270(a).

NOW, THEREFORE the Declaration is amended regarding Section 7.01 "Association Maintenance Responsibilities" provisions to CC&Rs, Article VII entitled "ASSOCIATION AND OWNER MAINTENANCE RESPONSIBILITIES", as follows:

"Except as otherwise provided herein, the Association shall be solely responsible for all maintenance, repair, upkeep, and replacement of all portions of the Common Area, including, but not limited to the clubhouse building including each interior room contained therein; the trees, hedges, plantings, lawns, shrubs, landscaping, utilities, pipes, lines, clubhouse and street lighting fixtures, guest parking spaces, Association signs (not Residence address signs), concrete walk ways, private roads, the utilities and plumbing lines through the Common Area to the point of entry to a Lot, the sewer and storm drainage system and other facilities constructed or installed, or to be constructed or installed, or currently located within the Common Area and owned by the Association; provided, however, the individual Owners shall pay to the Association the costs of maintenance, repair and replacement of all plumbing and sewer lines, utilities, equipment, lines, pipes, conduit located in the Common Area and exclusively serving the Owner's individual Lot and Residence to the point of connection to the common plumbing and sewer lines, utilities, equipment, lines, pipes, conduit serving the other Lots and Residences as provided below.

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 landscaping (including trees, hedges, plantings, lawns and shrubs) on the lots as well as Association irrigation lines located on the lots, as the Board of Directors shall determine proper; 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."

AND

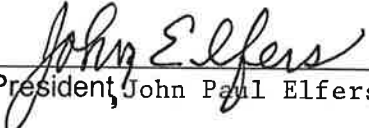
NOW, THEREFORE the Declaration is amended regarding Section 7.02 "Owner Maintenance Responsibilities" provisions to CC&Rs, Article VII entitled "ASSOCIATION AND OWNER MAINTENANCE RESPONSIBILITIES", as follows:

"Except as provided above, each Owner shall be responsible for the maintenance, repair and replacement of his or her Residence and Lot, including, any exclusive use areas, windows, doorknobs and locks, garage doors and openers, chimneys including the cleaning and ash removal, walls, balconies, decorative trim, fascia, fences, lighting fixtures, address signs, private walkways, private driveways, patios, hot water heaters, private mailboxes and brackets (subject to ARC approval of design and placement), painting of the exterior of the Buildings, patio walls, balconies, decorative trim, fascia, chimneys and fences necessitated by Owner repairs, plumbing and sewer lines located on their Lot and all utilities, equipment, lines, pipes, conduit contained within their Lot and patio, including without limitation, paying all utility hook up and monthly fees; and Owner shall be responsible for paying the Association for the costs of maintenance, repair and replacement of all plumbing and sewer lines, utilities, equipment, lines, pipes, conduit located in the Common Area and exclusively serving their Lot and Residence to the point of connection to the common plumbing and sewer lines, utilities, equipment, lines, pipes, conduit serving the other Lots and Residences. 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"). Each Owner shall be responsible to each other Owner for damages to each other Owner's Lot or Residence caused by negligence in Owner's performance of the maintenance, repair and replacement responsibilities set forth herein."

**IN WITNESS WHEREOF**, the undersigned, being the President of the OAK PARK LEISURE GARDENS HOME OWNERS ASSOCIATION, has executed this Declaration on behalf of the Association on the day and year first written above.

**OAK PARK LEISURE GARDENS HOME OWNERS ASSOCIATION**

By:

  
Its: President, John Paul Elfers

# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of SAN LUIS OBISPO )

On MARCH 3 2019 before me, DIANNE HENDERSON - NOTARY  
(insert name and title of the officer)

personally appeared JOHN PAUL ELFERS  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Dianne Henderson

(Seal)

