CENTRAL PARK COMMUNITY ASSOCIATION

COMMUNITY GUIDELINES

Revision Approved: July 2023

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Community Guidelines

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I. MEMBERSHIP INFORMATION

The Central Park Community Association offer may advantage to the homebuyer. In order to protect and preserve these benefits, certain limitations and restrictions are placed on Members of the Association.

The Central Park Community Association is a California non-profit Association consisting of those owners of residences within the ultimate boundaries of Central Park (the "Properties").

The purpose of Central Park Community Association is to ensure that the Common Area and Common Facilities will be maintained in an attractive manner and will be available for the enjoyment of all Members. Your automatic membership in the Central Park Community Association provides a membership base to share the future costs of maintaining the community.

The attached community guidelines and policies have been developed with consideration given to providing each Member with the greatest enjoyment of the facilities without infringing on other Members and their rights to quiet enjoyment of their homes and community.

Although these community guidelines support the Covenants and Restrictions (the CC&R's), they do not cover the entirety of the document. Please be sure to read the CC&R's carefully.

II. GENERAL GUIDELINES

A. COMMON AREA RULES AND REGULATIONS

1. Littering of the Common Area is not permitted.

2. No Owner may permit or cause anything to be done or kept on the Properties or on any public street abutting the Properties which may increase the rate of insurance on the Properties, or results in cancellation of such insurance.

3. Each Owner shall comply with all requirements of the local and state health authorities and with all other laws regarding occupancy and use of Lot.

4. No trash may be kept or permitted upon the Properties or on any public street abutting or visible from the Properties except in containers located appropriate areas screened from view. Such containers may be exposed to the view of neighboring Lots only when set out at a location approved by the Design Review Committee for a reasonable period of time (**not to exceed twelve (12) hours before and after scheduled trash collection hours.**)

5. No outbuilding, tent, shack, shed or other temporary building or Improvement may be placed upon any portion of the Properties either temporarily or permanently, without prior written consent of the Design Review Committee.

6. No garage, carport, trailer, camper, motor home, recreational vehicle or or vehicle may be used as a residence in the Properties, either temporary or permanently.

7. Noxious or offensive activities are prohibited on the Properties and on any public street abutting or visible from the Properties.

8. Noisy, unsightly, unusually painted or smoky vehicles, large power equipment and large power tools (excluding lawn mowers and other equipment used in connection with ordinary landscape maintenance), off-road motor vehicles or items which may unreasonably interfere with television or radio reception to any Lot, and objects which create or emit or noxious odors may not be located or used in the Properties or on any public street abutting the Properties, or exposed to the view of other Owners without the Board's prior written approval.

9. The Board is entitled to determine if any noise, odor, or activity producing such noise or odor constitutes a nuisance.

B. TENANT RULES

1. The Owner shall have the responsibility to acquaint their tenants and guests with the Governing Documents.

2. For the purpose of these Community Guidelines, a tenant shall be defined as anyone in possession of all or part of an Owner's residence in exchange for any sort of consideration.

3. The Owner will, at all times, be responsible for his or her tenant's compliance with all of the provisions of the Central Park Governing Documents. Penalties and other actions to correct violations will be assessed against the Owner even though the violation was committed by the tenant.

4. The Owner is solely responsible for payment of assessments. Owners cannot delegate this responsibility to their tenants. Failure to pay the assessment will result in a notice of lien and potentially, foreclosure.

5. Each Lot shall be used as a dwelling for a single family and for no other purpose. An Owner may rent his/her Lot to a single family provided that the Lot is rented pursuant to a lease or rental agreement which is (a) in writing, and (b) subject to the CC&R's.

6. Any failure by the tenant of the Lot to comply with the Restrictions constitutes a default under the lease or rental agreement.

7. No part of the properties may be used for any business, commercial, (including auctions or similar events), manufacturing, mercantile, storage, vending or other nonresidential purposes including any activity for which the provider is compensated or receives and consideration, regardless of whether the activity is engaged in full or part-time, generates or does not generate a profit, or requires or does not require a license.

C. PARKING RULES

1. Parking within fifteen (15) feet of any fire hydrant within the Properties shall at all time be prohibited.

2. The applicable Public Agency shall be allowed o impose and enforce all provisions of the applicable California Vehicle Code sections or local ordinances on any private streets contained within the Properties.

3. The following vehicles are "Authorized Vehicles": standard passenger vehicles including automobiles, passenger vans designed to accommodate ten (10) or fewer people,

motorcycles, and pick-up trucks having a manufacture's rating or payload capacity of one (1) ton or less. Authorized Vehicles may be parked in any portion of the Properties intended for parking of motorized vehicles; however, no Owner may park a vehicle in a manner which the Association determines either restricts the passage of pedestrians or vehicles over driveways, streets or sidewalks in the Properties, or extends beyond the limits of space where the vehicle is parked. The Association has the power to identify additional vehicles as Authorized Vehicles in the Community Guidelines and to adapt this restriction to other types of vehicles.

4. The following vehicles are "Prohibited Vehicles"; (a) commercial type vehicles (e.g. stake bed trucks, tank trucks, dump trucks, step vans, concrete trucks and limousines), (b) buses or vans designed to accommodate more than tem (10) people, (c) vehicles having more than two (2) axles, (d) trailers, (e) inoperable vehicles, (f) aircraft, (g) any vehicles or vehicular equipment deemed a nuisance by the Board, and (i) any other vehicle not classified as an Authorized Vehicle.

5. The following vehicles are "Restricted Vehicles": recreational vehicles, motor homes, travel trailers, camper vans, boats and the like. Restricted Vehicles may be parked within an Owner's garage or on a side yard that is a minimum of two hundred (200) feet in size and screened from view in a manner approved by the Design Review Committee. Owners who park Restricted Vehicles on their side yard shall also be required to install a concrete pad created for the purpose of accommodating the weight of the Restricted Vehicle.

6. Prohibited Vehicles may no be parked, stored or kept on any public or private street within, adjacent to or visible from the Properties or any other Common Property parking area except for brief periods for loading, unloading, making deliveries or emergency repairs.

7. If the vehicle qualifies as both Authorized Vehicle or Restricted Vehicle and a Prohibited Vehicle, the vehicle is presumed to be a Prohibited Vehicle, unless the vehicle is expressly, classified as an Authorized Vehicle or Restricted Vehicle in writing by the Board.

8. Prohibited Vehicles may only be parked in an Owner's fully enclosed garage with the door closed so long as their presence on the Properties does not otherwise violate the CC&R's.

9. All vehicles owned by or within the control of an Owner or a resident of an Owner's Lot and kept in the Properties must be parked in the assigned garage of that owner to the extent of the space available; provided that each Owner shall ensure that any such garage (including tandem garages) accommodates at least the number of Authorized Vehicles for which it was originally constructed by Developed or Guest Builder.

10. No repair, maintenance or restoration of any vehicle may be conducted on the Properties except in an enclosed garage when the garage door is closed, provided that such activity is not undertaken as a business. Such activity may be prohibited entirely if the Board determines that the activity is a nuisance.

11. No parking is allowed on Promenade Park Drive and Central Park Drive where posted from 11:00 PM to 5:00 AM

D. SIGN RULES

1. Subject to Civil Code 712 and 713, no sign, poster, billboard, balloon or other advertising device or other display of any kind shall be displayed in the Properties or on any public street in or abutting the Properties EXCEPT for the following signs:

    (a) Entry monuments, community identification signs, and traffic or parking control signs maintained by the Association;

    (b) For each Lot, one (1) nameplate or similar Owner name or address identification sign which complies with Design Committee rules;

    (c) For each Lot, one (1) sign advising of the existence of security services protecting a Lot which complies with Design Review Committee rules;

    (d) For each Lot, one (1) sign advertising the Lot for sale or lease that complies with the following requirements:

        (i) The sign is not larger than eighteen (18") inches by thirty (30") in size;

        (ii) The sign is attached to the ground by a conventional, single vertical stake which does not exceed two inches (2") by three (3") in diameter (i.e. posts, pillars, frames or similar arrangements are prohibited);

        (iii) The top of the sign is not more than three feet (3') in height above ground level;

        (iv) The sign is of a color, style and location authorized by the Design Review Committee;

    (e) Other signs or displays authorized by the Design Review Committee.

E. PET RULES

1. The only animals that may be raised, bred or kept in any Residence are dogs, cats, fish, birds, reptiles and other usual household pets, provided they are not kept, bred, or maintained for any commercial purpose, nor in unreasonable quantities or sizes or in violation of the Restrictions. Unreasonable quantities ordinarily mean more than two (2) household pets per Residence; however, that the Association may determine that a reasonable number in any instance is more or less.

2. The Association may limit the size of pets and may prohibit maintenance of any animal which, in the Association's opinion, constitutes a nuisance to any other Owner.

3. Animals must be kept in an enclosed area or on a leash held by a person capable of controlling the animal.

4. Each Owner is liable for any unreasonable noise or damage to person or property caused by any animals brought or kept on the Properties by such person.

5. Each Owner shall clean up after such Person's animals.

6. Any Owner who keeps any animal in the Properties shall indemnify, defend and hold harmless the Association, its officers, directors, contractor, agents and employees from any claim brought by any Person against the Association, it officers, directors, agents and employees for personal injuries or property damage caused by such animals.

F. BASKETBALL POLICY

(The following rules apply to "PERMANENT" basketball backboards.)

1. No permanent basketball backboards are permitted in the front area of any Lot or affixed or attached to the front of residences, or any other portion of the Lot or residence which is visible from any street or sidewalk.

2. No permanent basketball backboard, poles (including poles in sleeves), other supports, and related structures and appurtenances, or any other stationary equipment or lighting for a basketball court, shall be erected or attached to the residence or other structure or affixed to the ground without first submitting an architectural application and plans to, and obtaining prior written approval of the Architectural Review Committee.

3. Any basketball backboard and other facility, equipment, structure or lighting used for a basketball court proposed for use and placement on a Lot shall be reviewed and approved by the Architectural Review Committee on a case-by-case basis prior to installation. In reviewing such applications, the Committee may consider, among other factors, the potential impacts of the proposed location on the use and enjoyment of neighboring Lots by their owners and residents, and compatibility and harmony with the type, design, and appearance of the Lot and surrounding structures and Lots.

   The following rules apply to ALL backboards, including, but not limited to, "PERMANENT AND PORTABLE" BASKETBALL BACKBOARDS to preserve the visual appearance of the neighborhoods, provide for the safety of players and others, and to minimize the impact on neighbors.

4. Basketball playing shall be restricted to between 8:30 AM and 8:30 PM.

5. Under no circumstances shall the use of any basketball equipment or facility preclude other homeowners from reasonable "quiet use and enjoyment" of their home and/or property.

6. **No permanent basketball backboards, including, but not limited to, free-standing basketball backboards on poles and backboards affixed to other structures may be installed or erected unless an architectural application and plans have been submitted to and approved in writing by the Architectural Review Committee prior to installation.**

7. No basketball net may become shredded or otherwise fall into disrepair. Should this occur, the net is to be replaced.

8. For purposes of these rules, a "potable" basketball backboard (and related pole and/or other supporting apparatus) is one which is designed and/or constructed to be mobile and easily moved from place to place without necessity of detachment or removal of the pole or other supporting apparatus from a sleeve or any other structure, fixture, or appurtenance affixed to, or located on or in, the ground or other structure.

   A "permanent" basketball backboard (and related pole and/or other supporting apparatus) includes all basketball backboards (and related poles and other supporting apparatus, and appurtenances) other than portable basketball backboards.

   THE FOLLOWING RULES APPLY TO "PORTABLE" BASKETBALL BACKBOARDS

9. **Portable basketball backboards are not permitted on any streets or sidewalks** or other Association owned or maintained property, at any time of the day or night.

10. **Portable basketball backboards must only be used such that the backboard and playing area are on residential lots and not on any street or sidewalk, or other Association-owned or maintained property.**

11. All portable backboards must be stored in residential garages or backyards (behind closed gates) not later than 9:00 PM each evening, and at all times when not being used.

G. REAR YARD PRE-APPROVAL POLICY

1. Rear yard plans, which will be comprised of only cement flat work, shrubs and trees that will not reach a height of more than five (5') feet are pre-approved without architectural submittal provided:

   a) The plans do not in any way alter the grade or drainage of the Lot
   b) Any path, planter or shrub lighting used must be not in excess of 80 watts.

2. The above guidelines exclude any work that is above grade including but not limited to patio covers, patio decks, raised lighting (i.e. pole lights), raised planters, any trees and any brick or cement work that is above grade (i.e. barbecues, fire pits or fountains).

3. The above guidelines exclude any pool, spa or like equipment, which must be approved by the Architectural Review Committee prior to installation.

4. Homeowners with plans that may be pre-approved must still submit a Notice of Completion form along with photographs or plans following installation and construction.

5. Any changes to plans or any installations that do not meet the pre-approved guidelines outline above require architectural submittal and are not approved until they are reviewed by the Architectural Review Committee.

6. The Board of Directors reserves the right to enforce the CC&R's, Rules and Regulations and architectural guidelines on any installations that do not meet the parameters outlined above.

H. PAINT PRE-APPROVAL POLICY

1. The repainting of a structure is pre-approved without architectural submittal provided that the improvement is repainted the identical color which it was last painted. Homeowners are encouraged to choose from the new color schemes.

1. Homeowners with plans that may be pre-approved must still submit a Notice of Completion form with photographs.

2. Any changes to plans that do not meet the pre-approved guidelines outlined her require architectural submittal and are not approved until they are reviewed by the Architectural Review Committee.

3. The Board of Directors reserves the right to enforce the CC&R's, Rules and Regulations and architectural guidelines on any installations that do not meet the parameters outlined above.

I. RAIN GUTTER PRE-APPROVAL POLICY

1. The installation of rain gutters is pre-approved without architectural submittal provided:
   a) The newly installed rain gutters match either the stucco or trim paint colors.
   b) Proper runoff is provided for the installation process.

J. HOLIDAY LIGHTING

1. Holiday decorations and lighting are permitted up to four weeks prior to the holiday and must be removed two weeks following the holiday.
   Strip or string lighting permanently installed and hidden behind molding, flashing or rain gutters are permitted to remain up year-round providing:
   - No hanging lights, wires or power supplies are visible from the sidewalk.
   - Molding or trim colors must match the house trim it is placed on.
   - Colored lights are used during the holiday season up to 4 weeks prior to the holiday and up to 2 weeks after the holiday.

   A Home Improvement Form must be filled out and the design must be approved by the DRC before installation of permanent holiday lighting.
   Holiday lights are used for the holidays in October, November and December.

III. FACILITY RULES

A. Information regarding the use of the Central Park Community Pool and Clubhouse can be found in the document "Recreational Facility Policies and Guidelines."

IV. ENFORCEMENT GUIDELINES – RESIDENT COMPLAINTS

Any complaint that is an alleged violation of the Central Park Community governing documents will be processes according to the procedure outlined herein.

1. Discuss with your neighbors' issues and concerns which are bothering you is the first step in this process.

2. If you find you have difficulty dealing with your neighbor over a problem, contact Avalon or local neighborhood delegate.

3. In the event two or more Members of the Association or Board of Directors file a Community Guidelines Violation Report (See Exhibit A), the Board will take the following steps:

   (a) Send a violation letter stating the alleged violation and date needed to cure such violation.
   (b) Send a second letter with a notice of hearing date to the Owner if violation is not cured.
   (c) A hearing is set not less than fifteen (15) days from the date of written notice for the hearing.
   (d) Owner is present in person or by written response to the alleged violation at a hearing before the Board. A written response to the alleged violation at a hearing before the Board. A written response to the alleged violation at a hearing before the Board. A written response will be sent to the Owner following the hearing. (Please see Exhibit B – Procedure for Owner Hearing.)

4. The Owner will be notified as to the decision rendered by the Board as a result of the hearing. If the Owner is found to be in violation of the Association's documents, the Board will either (a) levy a Special Assessment, (b) suspend or condition the Owner's right to use any common area facilities the Association owns, (c) suspend the Owner's voting privileges as a member, (d) enter upon a Lot to perform maintenance which is the responsibility of the Owner, (e) record a notice of noncompliance if allowed by law, or (f) a combination thereof.

5. If the decision is to pursue a monetary fine system, the Central Park Community Association Fine Schedule will apply.

NOTE: A violation is defined as an act in conflict with the CC&R's, bylaws, Community Guidelines and Design Guidelines of the Association. Please be sure to read the CC&Rs carefully.

V. ENFORCEMENT POLICY & FINE SCHEDULE

A. NOTIFICATION

Courtesy Letter: A courtesy letter may be sent to the Owner stating the alleged violation and the time frame for response/correction.

Hearing Letter: A hearing letter will be sent to the Owner stating an alleged violation occurred and will request the Owner to appear before the Board.

B. PENALTIES MAY INCLUDE ANY OR ALL OF THE FOLLOWING:

1. Fine.
2. Legal redress through the judicial system.
3. Reimbursement for repairs made by the Association.
4. Suspension of voting privileges.
5. Suspension of common area privileges.

C. **FINE SCHEDULE:**

1. Fine of up to $100 plus legal fees, as applicable. For ongoing violations, the Board may decide at the noticed hearing that the fine will continue and increase in designated steps (impose an ongoing monthly fine until the violation is corrected, $100.00 for the first month, increased to $200.00 if not corrected within 30 days and to $400 a month if not corrected within 60 days).
2. Fine of up to $200 for a second violation.
3. Fine of up to $400 for a third violation.
4. A violation may be turned over at any time to the Association's legal counsel for enforcement purposes. The owner will be liable for the attorneys' fees and costs incurred by the Association.

D. DESIGN REVIEW FINE:

Any work that begins without submitting and receiving written approval from the Design Review Committee may be subject to a fine up to and including $1000 with $100 recurring increments each month the violation goes uncorrected.

E. DISPUTE RESOLUTION:

Internal Dispute Resolution (IDR): An offer to any member to meet, one on one, with a Board member to resolve matters with regard to violations of the governing documents. The Board may determine to use alternative dispute resolutions or cause correction of the violation to effect a cure and the Owner may be responsible for legal fees and/or reimbursement of costs to the Association.

SPECIAL NOTE:

Should a violation occur which imposes financial obligation of the Association, then the party responsible for said violation shall reimburse, by way of special assessment, the Association for this financial obligation. *EXAMPLE: If there is damage to a fence, tree or any other common property, repair and replacement costs will be charged to the violating party after notice and a hearing.*

(EXHIBIT A)
CENTRAL PARK COMMUNITY ASSOCIATION
RULES AND VIOLATION REPORT

There must be two Owners representing two Residences of the Association to pursue violations that cannot be viewed during an inspection of the Property (i.e. noise nuisance, garage storage, etc.). Please be as specific as possible to allow the Board to expedite the process in a timely manner. All alleged violations will be evaluated to ensure they are considered an infraction as defined by the Community Association's legal documents.

REPORT FILED BY:

Name:			**Name:**	
Address:			**Address:**	
Phone:			**Phone:**	
Signature/Date:			**Signature/Date:**	
Name:			**Name:**	
Address:			**Address:**	
Phone:			**Phone:**	
Signature/Date:			**Signature/Date:**	

VIOLATION INFORMATION:

Name: _____ Address: _____

Phone: _____
(Alleged Violator's Name) (If known)
Description of alleged violation:

_____

_____

_____

_____

_____

_____

_____

_____

(If additional space is needed, please use reverse side of form.)

Dates and times alleged violation occurs? _____ _

How often does the alleged violation occur? _____ _

(EXHIBIT B)
CENTRAL PARK COMMUNITY ASSOCIATION
PROCEDURE FOR OWNER HEARING

PROCEDURE

1. Introductions and hearing session procedures.

2. Statement of violation by acting chairperson.

3. Invitee's statement and presentation of oral or written evidence.

4. Review of CC&R requirements, Bylaws, and Community Guidelines of the Community Association.

5. Discussion and questioning of the invitee by the Board.

6. Questions and final statement by invitee.

7. Owner is thanked for coming and told that they will be notified of the Board's decision within ten (10) business days.

8. Board ruling without Owner present.

9. Enforcement procedures as applicable.

10. Adjournment.

DOCUMENTATION

Name of Invitee: _____Phone Number: _____

Address: _____

Nature of Alleged Violation: _____

_____

_____

Board Ruling: _____

_____

_____

Additional Comments: _____

_____

Date: _____