

Rules and Regulations of Leisure Park Homeowners' Association, Inc.

Preface: The following Rules and Regulations (hereinafter referred to as Rules) are established under the authority of Article 5 of the Association Covenants, Conditions & Restrictions (CC&Rs) and Article 5.3 of the Bylaws, to become one of the Association's Governing Documents (referred to as Project Documents in the CC&Rs). Further, these Rules do not override or replace any of the other Governing Documents of the Association. Rather, they complement the Declarant's vision for the Project by providing additional detail and clarity pertaining to the intent of specific Articles within the CC&Rs. Policies and Procedures for enforcement of these Rules are defined in Article 5 herein. Copies of the CC&Rs, Bylaws, and these Rules and Regulations are available in the LP Clubhouse and online at www.leisurepark.org. Throughout these Rules the terms Leisure Park and LP are used interchangeably. Any capitalized term used in these Rules and Regulations has the meaning set forth in the Declaration, unless otherwise defined herein.

ARTICLE 1

Property Use Rules-Lots and Dwellings

1.1 Garage Sales are not allowed in Leisure Park.

1.2 Estate sales must be approved when a resident permanently moves out of Leisure Park. A \$100.00 fee must be attached to any request. A request must be submitted to the Leisure Park Office two weeks prior to the sale date. Any unapproved sale will be subject to a fee of \$200.00.

1.3 External Clothes Lines are not permitted on any Property in Leisure Park.

1.4 No person may make or permit any unnecessary or unusual noise to the annoyance of others between the hours of nine o'clock (9:00) P.M. and six o'clock (6:00) A.M. 7 days a week. Any such annoyance can be reported to the City of Hayden's Authority. Phone: 208-446-1300

1.5 No household or personal property items for sale or free i.e., furniture, appliances, etc. may be placed within public view. Those items for sale or free may be submitted to the publisher of the Leisure Park Monthly newsletter or posted on the LEISURE PARK bulletin board located in the Leisure Park Clubhouse.

1.6 On-street parking of RVs, trailers and boats must be limited to a maximum of 3 consecutive days in any seven-day period for loading/unloading, and should have orange cones placed at the front and rear of the unit.

1.7 Motorized vehicles posted "For Sale" must remain on owner's property and may not be parked on the Common Property of Leisure Park.

1.8 No signs shall be displayed to the public view on any Lots or on any portion of the Property except as follows:

- a) One residential property "For Sale" or "For Rent" sign shall be allowed provided it does not exceed five (5) square feet in size. It may be located in the 16 ft. easement between the street and the lot line.
- b) One political sign, defined as ground-mounted display, in support of or in opposition to a candidate for office or a current ballot measure, will be allowed, provided that:
 - i. It is on the owner's property and not in the 16 ft. easement between the street and the lot line, and
 - ii. It does not exceed 5 square feet in size, and
 - iii. It is posted no earlier than 30 days prior to the election and removed within the three days following the election.
- c) Political flags and banners of any nature are prohibited to be on display or flown in Leisure Park. Notwithstanding the foregoing, nothing in this Article 1.8 should be construed to prohibit the lawful display of certain protected flags pursuant to Idaho Code 55-115-6.

1.9 All owners, tenants and handlers must remove their pet wastes from where and when it is deposited on all Property within Leisure Park. Pets must be restrained from defecating and urinating in the 16' easement between the street and lot line of the owners' properties.

1.10 All pets (dogs, cats, et al) are to be on a leash while off their owner's property and be under the owner/handler's control at all times.

1.11 Dogs found running at large, barking excessively, or being a nuisance to other property owners can be reported to the City of Hayden's Animal Control Authority. Phone: 208-446-1300.

1.12 All equipment, wood piles, storage piles must be concealed from public view. Excluding scheduled pick-up days garbage containers must be kept from public view.

ARTICLE 2

Property Use Rules-Common Property

2.1 When using the clubhouse residents must accompany their guest at all times and be accountable for the behavior and safety of their guests. All posted rules are to be followed.

2.2 Excluding medical supplies, Leisure Park Property is NOT to be removed for personal use from the clubhouse (such as tables, chairs including items from the kitchen, gym, card room and billiard room).

2.3 Leisure Park Social Committee sponsored activities that meet regularly in the clubhouse, such as card games, are for Leisure Park residents and their guests. To ensure that residents have priority over all clubhouse uses, nonresidents may not attend on a regular basis, if it prevents a resident from participating.

2.4 Leisure Park Board meetings and Social Committee meetings have priority over all clubhouse room usage.

2.5 Rules and procedures for using the Clubhouse for private events are posted in the kitchen reservation pocket chart for all Leisure Park residents. Copies are available for those requesting a reservation. **See Exhibit A.** Excluding the Club House grounds private parties are not allowed in the open Common Properties.

2.6 Smoking is not permitted in the Leisure Park Clubhouse.

2.7 If Leisure Park Common Property is damaged due to the negligence of a resident (or resident's guest) the resident is responsible for repairing/replacing the damage to the satisfaction of the Leisure Park Board.

2.8 All chairs with casters are to be kept on the carpet areas and not rolled on any hard surfaces.

2.9 Those using the Clubhouse after hours must lock and check all doors including the sliding glass doors and secure the building.

2.10 Candles or open flames are not allowed to be used as decorative items within the Leisure Park clubhouse.

2.11 Illegal fireworks are not permitted on any Common Property within Leisure Park.

2.12 Overflow parking may be used by residents as long as it's temporary in nature and occupies the furthest available spaces from the Clubhouse entrances.

2.13 Vehicles, including RV's, parked on any common property, streets or overflow parking areas may not be occupied overnight.

ARTICLE 3

Architectural Control and Property Improvement Rules

3.1 Except where standards have been waived by the ACC per Article 7.7 of the Declaration, all standards set forth in Article 7 are required to be met. All residents must comply with Articles 7.1, 7.2, 7.4, 7.5, and 7.6 of the Covenants, Conditions and Restrictions regarding any alterations to the dwelling or landscaping prior to any work commencing.

3.2 The HOMEOWNERS APPLICATION FORM FOR ALTERATIONS TO EXISTING DWELLING UNIT AND/OR PROPERTY (see **EXHIBIT B**) must be submitted to and approved by the ACC prior to commencement of any alterations or improvements as described in CC&R Article 7.1

3.3 Any new landscaping, modification to, or updating of existing landscaping shall conform to the following:

- a) A minimum of (1) tree for front lawns with less than 60' of street frontage and two (2) trees for front lawns exceeding 60' of street frontage, AND
- b) Front yard landscaping including the 16' easement must have a minimum of 60% sod combined with a mixture of bark, shrubs, rocks and/or other items from the street to the dwelling as approved by the Architectural Control Committee. This is to promote the continuity of appearance and external harmony of Leisure Park
- c) Any side yard that exceeds 10' in width shall be made up of a mixture of grass, trees, shrubs, and landscaping to preserve appearance and value of the property and to maintain the cohesive appearance of Leisure Park.
- d) Parking on gravel is only permitted on areas adjacent to the existing paved driveway and must be approved by the ACC prior to construction.

3.4 All Lot line fences, if erected, shall meet the standards of the Architectural Control Committee and the owner shall submit plans to the Committee for approval of all patio screening fences prior to construction. Lot line fencing in the back and side yards is to be no higher than 6 feet with a recommended minimum gate width of 4 feet and be constructed of smooth topped wrought iron, powder coated aluminum, vinyl or vinyl coated colored chain link and are not allowed to protrude beyond the front of the house or garage. Fences over 4' in height must be minimally visible from street view. Galvanized (non-colored) chain link fence is not permitted over 4' in height.

3.5 Artistic value i.e., decorative art, sculptures, that will remain as permanent fixtures on the property or larger than the 5'x 5' area or over five (5) feet in height must be approved by the Architectural Control Committee.

ARTICLE 4

Maintenance and Upkeep Rules

4.1 Except in cases of new sod/grass, landscaping and plantings, watering at the recommended times and days of the week as set forth in **Exhibit C** is encouraged.

4.2 All backflow test results of the property owner's sprinkler system, as required by state law, are required to be submitted to the Leisure Park Office by July 1st of each year. Any negative backflow test will require sprinkler system repair within 60 days, and a positive test result must be submitted to the Leisure Park Office.

4.3 Arborvitae must be trimmed and maintained to a height not to exceed the rain gutters on the dwelling. All shrubbery and landscaping must be maintained to preserve the appearance and value of the Property and to maintain the cohesive appearance of Leisure Park.

4.4 Weeds and dandelions must be removed and controlled from the spreading in any landscaped area of the owner's or neighbor's property. Yards are to be maintained year-round with removal of weeds, leaves, and pruning of vegetation on a timely basis.

4.5 Common Property must be maintained to the same standards as the residential Lots.

ARTICLE 5

Leisure Park Homeowners' Association, Inc.

Rules Enforcement Policy & Procedure

Background

The Board desires to enact a clear policy and procedure for enforcing the Declaration of Covenants, Conditions and Restrictions, Inc., (CC&Rs) and Rules and Regulations of Leisure Park Homeowners' Association (Rules), to be administered in accordance with Idaho law. The Board finds that it is in the best interest of the Association and all of its members to use a standardized enforcement procedure to enforce the provisions of the CC&Rs and covenants and restrictions; and to communicate a clear enforcement policy to all members and enforce it even-handedly and consistently.

Legal Authority

The Association's authority to enforce derives from the Declaration of Covenants, Conditions and Restrictions for Leisure Park Homeowners' Association, Inc.

The Association can adopt rules and regulations pursuant to Article 5 of the CC&Rs, and Article 5.3 of the Bylaws. The Association can enforce the Declaration's provisions pursuant to Articles 3 and 9 of the CC&Rs. The Association may assess costs incurred against members, including legal costs, pursuant to Articles 5 and 9 of the CC&Rs, and Article 8 of the Bylaws.

Compliance Process To Be Followed By the Board

A signed written report (or email) to the Board (or its Agent) documenting any violation of the Declaration or these Rules and Regulations, or any noncompliance initiated by the Board (or its Agent) shall initiate the enforcement process.

1. Depending on the circumstances of the violation and the responsible member's response, the Board (or its Agent) will issue up to two "friendly notices of violation" to the owner/member of the property in question, describing the violation and setting a deadline for its resolution.
2. Unless the violation is resolved beforehand, a third notice will be issued notifying the member that the Board will hold a Hearing Meeting, open to the member, at a specified date, time and location, to vote whether to approve Legal Action which could cost the member hundreds of dollars if approved. This would be the final opportunity for the member to negotiate a resolution to the violation prior to taking Legal Action.
3. The Board will vote whether to approve Legal Action at the Hearing Meeting unless the violation is fully or partially resolved in good faith prior to, or at, the Hearing Meeting.
4. If the Board votes, by majority, to take Legal Action, the Attorney for the Association will notify the member.

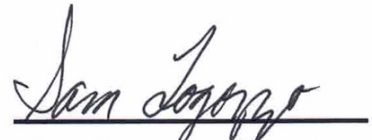
ARTICLE 6

Amendments of Rules and Regulations

These Rules and Regulations may be amended at any time and in any manner by RESOLUTION only approved by a majority of the Board of Directors, subject to repeal or change by action of a majority of a quorum of the total voting power of the Members, provided any such amendment shall not be inconsistent with the Articles, the Declaration, or the law.



Lee Ann Reid, President



Sam LogoZZo, Secretary

The revisions of these rules and regulations were unanimously adopted by the Leisure Park Board of Directors on September 7, 2021.

2.13 As approved by waiver of notice and unanimous consent, dated September 14, 2021

EXHIBIT A

LEISURE PARK CLUBHOUSE RESERVATION FORM

(Only LPHA members in good standing may reserve the clubhouse.)

Complete this form, **attach a check in the amount of \$200 (payable to the Leisure Park Social Club)**, and return to Clubhouse Reservation slot. **Contact the Clubhouse Reservation Coordinator whose name and number appears on the slot.** He/she will notify you within three days regarding the status of your reservation. If approved, your deposit will be reimbursed after the function, assuming all of the conditions below have been met. **Your check will be deposited.** To ensure the date is available, check the master calendar on the kitchen counter prior to requesting the reservation.

Member Name _____ Address _____ Telephone Number _____

Date of Event _____ Time: From _____ to _____
(Should include preparation and clean up)

Purpose of Function _____ No. of Adults _____ No. of Children _____
(See Guidelines for Types of Functions on back)

By initialing each item you acknowledge and agree to meet the requirements for using the Leisure Park Clubhouse.

- _____ Clubhouse events, **NOT sponsored by the Leisure Park Social Club**, are considered private and must be sponsored by a Leisure Park resident.
- _____ The Leisure Park resident, signing this agreement, must be in attendance. He/she is responsible for overseeing the function. Should there be a disagreement in the Clubhouse conditions after the function, the matter will be referred to the Leisure Park Board of Directors to resolve.
- _____ The Social Committee Clubhouse Reservation Coordinator will meet with you and provide a key for the storage room containing extra tables, the barricades, and a vacuum. He/she will also inspect the clubhouse after the event.
- _____ Barricades (in storage room) must be placed in the corridors to block attendees from entering the hot tub area, exercise room, billiard and card rooms. These areas are available **only** to Leisure Park residents. In addition to the barricades, the bathroom doors leading to the hot tub and exercise room must be locked by **sliding the lock at the top of each door. It is the responsibility of the person in charge to see that the doors are locked and the barricades are honored during the event and to remove/unlock them afterward.**
- _____ Folding tables (in storage room) and folding chairs are available. Chairs with casters must remain on carpet area. They mark the tile floors and may not be used outside. Octagon tables may be placed on tile floors. **If it is necessary to move any clubhouse decorations, they must be returned as they were.**
- _____ The Media Box/TV and piano are available only by special permission.
- _____ Bring your own coffee, creamer, sugar, napkins, paper towels, and trash bags. Dishes, silverware, and cookware are available.
- _____ Smoking is **not permitted** in the Clubhouse. Be sure the large ashtrays are available on the patio.
- _____ The function must end on or before 11:00 PM. Since Leisure Park residents may be using other parts of the Clubhouse during your function, music should be kept at a reasonable volume.
- _____ Make sure all kitchen appliances, i.e. refrigerator, stoves, dishwasher, microwave, are left clean if they are used. Wipe all counter tops/tables. Cleaning supplies are available under the kitchen sink.

Over

- _____ Make sure the coffee maker is unplugged and the ovens are turned off. **Please do not leave food in the refrigerator.**
- _____ Tile floors in the kitchen and main room must be swept and cleaned. The carpet area must be vacuumed. Bathrooms should be left clean. The patio area should be swept and barbecue grill cleaned if used.
- _____ Do not place your garbage in the LP garbage cans. Remove all garbage when leaving.
- _____ Lock sliding glass doors and draw shades. Turn off all lights, except for switches that are marked to leave on. Lock both inside doors before leaving.
- _____ Should any property be damaged, the resident signing this agreement is responsible for repairing/replacing it to the satisfaction of the Clubhouse Reservation Coordinator and/or the Leisure Park Board.

Types of Functions That Are Permitted:

- _____ Gatherings for birthdays, anniversaries, graduations, christenings, Bar Mitzvahs, wedding/baby showers, family reunions, deaths, and similar events are allowed.

Types of Functions That Are Not Permitted:

- _____ Outside fund-raisers or "For Profit" gatherings such as Tupperware, Mary Kay, sales/service presentations, or social/service group meetings, e.g. Lions Club, Boy Scouts, Good Sam potlucks, 3 C's meetings (including luncheons) are not allowed.
- _____ Political rallies, denominational worship services, outside card parties, church reunions, pool tournaments, and similar events are not allowed.

Charges That May Apply For Cleaning:

- _____ Costs may range from \$15.00 to the full deposit, depending upon the extent of cleaning required for appliances/sinks, tile floors, carpet, barbecue/patio area, and bathrooms. If the carpets need to be professionally cleaned, the resident is responsible for the cost.
- _____ Ovens left on will cost \$5.00 per oven. Any garbage left in the Clubhouse will be removed at a cost of \$9.00. Litter left outside will be removed at a cost ranging from \$15.00 to \$30.00.

DONATIONS TO THE LEISURE PARK SOCIAL CLUB ARE APPRECIATED TO HELP COVER THE COSTS OF MAINTAINING THE CLUBHOUSE.

**I have read and understand all requirements and guidelines for reserving the clubhouse.
(DON'T FORGET TO CONTACT THE CLUBHOUSE RESERVATION COORDINATOR!)**

Signature of Leisure Park Resident

____/____/____
Date

Clubhouse Reservation Coordinator: _____ ☐ Approved ☐ Denied ____/____/____
(Or Designated Social Committee Member)

Leisure Park Board Liaison: _____ ☐ Approved ☐ Denied ____/____/____
(Or Designated Board Member)

Revised May, 2019

REVISED 09-2013

The applicant must complete this form in advance of any action that is being requested and have turned it into the Leisure Park office prior to office closing time on any Monday. The Architectural Control Committee (ACC) will then review the request on the following Wednesday morning and will make a decision to approve or disapprove

Applicants are encourage to attend the ACC meeting on Wednesday morning @ 9 AM.

Date: / / *

C. _____

Date of Decision: / /

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EXHIBIT C

THIS MAP INDICATES THE SUGGESTED WATERING DAYS FOR EACH AREA INDICATED. PLEASE USE THIS AS A GUIDELINE FOR YOUR PROPERTY.

THIS IS DESIGNED TO WORK WITH PAULSEN LANDSCAPING SCHEDULES AS WELL AS TO HELP OUR WATER SYSTEM TO BE ABLE TO MANAGE THE DEMANDS DURING THE SUMMER MONTHS.

PLEASE CUT THE MAP OUT AND KEEP IT BY YOUR SPRINKLER CONTROL IN YOUR GARAGE.

THANKS FOR YOUR COOPERATION.

Leisure Park Board of Directors

