

**CASA DE FLORES MHP
RULES AND REGULATIONS**

Revised January 2016

THIS IS AN AGE 55 AND OLDER COMMUNITY, EQUAL OPPORTUNITY HOUSING PROVIDER, AND COMPLIES WITH ALL LOCAL, FEDERAL AND STATE EQUAL HOUSING LAWS. IT IS ILLEGAL TO DISCRIMINATE AGAINST ANY PERSON BECAUSE OF RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN.

DEFINITION OF TERMS:

Park: Casa De Flores MHP (Chico, CA)

Management, we, us: The Park owners or an agent hired by the Park owners to act on their behalf supervising Park operations and on-site personnel.

Manager/On site personnel: The person(s) who provide on-site, day-to-day management for the Park owners and operators.

Home site/Space: The rented space within the Mobile Home Park upon which the mobile home rests.

Homeowner: A person who has tenancy under a Rental Agreement.

Resident/Occupant: A Homeowner or other person lawfully occupying a mobile home in the Park.

Guest/Visitor: Any person living with or visiting a resident who has not been approved for tenancy and does not have a right to occupy a mobile home on an ongoing basis as a member of a household.

Approval/ consent: Written approval from Management that must be obtained prior to certain action being taken. Unless prohibited by law, management reserves the right to reasonably give or withhold our approval at our sole discretion.

1. INTRODUCTION:

The following Rules and Regulations apply to all residents and guests, whether or not signed below, as allowed by law. Residents and guests may only be in the Park and use Park facilities if they comply with these Rules and Regulations and all other conditions of tenancy, whether published or posted. Management will make a reasonable effort to enforce these Rules and Regulations, but Management cannot guarantee that they will be enforced to everyone's personal satisfaction. The distribution of these Rules and Regulations to any resident or guest is not a commitment that the Park will be any different than any other typical 55 and older residential community. Just as with any residential area, residents and guests should expect to put up with a reasonable amount of disturbances and other activity that will not be to their liking. When this occurs and you are unreasonably being disturbed, we expect you to make an effort to talk with the person(s) creating the disturbance and try and resolve the problem. If the disturbance requires the police or other public authorities to be contacted, it is also the responsibility of the person being disturbed to contact the appropriate agency and file a complaint. If all reasonable efforts fail and you are truly being affected, on-site management will take steps to try to resolve the problem, upon our receipt of a completed, signed and dated Resident Objection Form (available in the Park office). Please keep in mind, however, that management will not become involved in any matter where a violation of these Rules and Regulations has not occurred. On-site personnel are not responsible to resolve the average day-to-day disturbances or disputes. The Park will not be liable to any resident or guest for any alleged inconsistency in the enforcement of these Rules and Regulations. It is our intention to interpret and apply all Rules and Regulations reasonably and lawfully. If any portion of these Rules and Regulations are deemed to be unlawful, that is the result of an inadvertent mistake and the portion which is unlawful will be automatically deleted without further action on our part, but all of the remaining rules will remain in full force and effect.

2. AGE RESTRICTION:

Under the Federal Fair Housing law this Community is restricted for residency by "Older Persons," 55

years of age or more. At least one person who is at least fifty-five (55) years of age or older must be the registered owner and live in and occupy the Mobile home on a full-time basis at all times. All other persons who will live in the Mobile home must be at least forty-five (45) years of age or older. These age requirements apply to all of the spaces in the Park. Existing residents of the Park on September 13, 1988 are deemed to be "grandfathered" and may therefore continue residing in the Park. When a "grandfathered" resident either transfers ownership or possession of the Mobile home or space or adds a new member to their household, the new residents must comply with the age restrictions. Applicants must provide proof of age through legal documentation by presenting at time of application: current driver's license and a copy of their birth certificate or current passport.

3. NO COMMERCIAL ACTIVITY AND SIGNS:

- a) No Commercial activity: The manufactured home and homesite shall be used only for private resident purposes and no business or commercial activity of any nature shall be conducted thereon. This prohibition applies to any commercial or business activity, including but not limited to the following:
 1. Any activity requiring the issuance of a business license or permit by any governmental agency.
 2. Any activity inconsistent with lawful and enforceable zoning and conditional use permits, or which would increase the risk of harm to the management or to any other person or property.
 3. Any activity which would increase insurance costs to owner or homeowner, affect the ability of either to obtain insurance.
 4. Any activity which would increase noise, dust, vibration, odors or fumes, smoke, or any other condition offensive to the senses, traffic (vehicle or pedestrian), congestion, deliveries and delivery or mail trucks, require storage of anything outside the manufactured home, result in manufacturing of anything, require additional employees or other persons on the homesite, affect parking.
 5. Violation of any law or regulation, rules and regulations or conditions of tenancy.
 6. "In Home" businesses may be permitted providing prior written approval is obtained from management and required Business Licenses obtained. All proposed in-home business activity must be approved in writing and in advance by owner and we may, in our sole discretion, refuse permission, Any such activities that in the judgment of the management become detrimental to the well-being of the Park or if complaints received shall be suspended at the direction of management. No signs will be allowed to be displayed for such "in home" businesses. Homeowner shall comply with any applicable home occupation regulations. The impact of a home occupation must be undetectable from normal and usual residential activity. No home occupation shall be established unless and until permit has been issued by the proper jurisdictional agency. The types of home occupations allowed are as follows: general office uses, such as accountant, appraiser, architect, attorney, bookkeeper, broker or agent, (real estate, insurance, etc.), consultant, drafting service, engineer, stenographer, word processing service and telephone answering service. No commercial vehicles at the premises permitted; no service or work outside permitted.
- b) Day or night care of persons who are not residents of the Park is not allowed.
- c) Homeowner may advertise the sale of manufactured homes by one (1) sign not to exceed 24" x 36", placed in yard or window of home facing street or "H" or "A" frame design sign in the yard on street side of the manufactured home. See Civil Code 789.70.

4. STANDARDS OF CONDUCT:

Actions by any person of any nature which may be dangerous or may create an unreasonable risk of harm to persons or damage to property are prohibited. Such conduct (acts or omissions) shall constitute grounds for the termination of tenancy as a substantial annoyance as per Civil Code section 798.56.

This includes, but is not limited to, any unusual, disturbing excessive noise, intoxication, quarreling, threatening, fighting, immoral or illegal conduct, profanity, assault, battery, stalking, credible threats to others, criminal activity, or abusive language or conduct. Homeowner and guest shall not encroach or trespass on any homeowner's homesite or upon any area which is not open for general use by Homeowners. All Park property which is not for the use of residents, shall not be used, tampered with, or interfered within any way. The following constitutes "substantial annoyance of other residents" as defined in California Civil Code section 798.56 (b):

a) Altercations: Altercations constitute sufficient grounds for termination of tenancy as a substantial annoyance. The Mobilehome Residency Law ("MRL") provides that management may terminate a homeowner or resident's tenancy due to conduct which constitutes a substantial annoyance to other park residents. The term "substantial annoyance" is clarified in the following sub-sections:

1. Frequent arguments at your homesite (neighbor to neighbor disputes, domestic disputes, domestic violence, etc.) which are audible to a next door neighbor inside their home or in the Park streets;
2. Any terrorist threats or racial/ethnic insults made to others, including management staff or neighbors;
3. Brandishing of any deadly weapon and/or discharge of any explosive device including fireworks, or discharge of any gun including compressed air guns and "B-B" guns within the Park, whether intentional or accidental;
4. Multiple responses (i.e. 3 times in any 12 months) to the Park by the police for reported criminal and/or nuisance activity or disturbances of the peace at your homesite;
5. Frequent late night and early morning social or business gatherings at your homesite;
6. Frequent vehicular traffic to and from your homesite for short visits;
7. Frequent bicycle or foot traffic to and from your homesite for short visits;
8. Frequent loud music at the homesite night or day which is audible to a next door neighbor inside their home or in the Park streets at an unreasonably loud level;
9. Operation of electronic transmission devices (e.g. "Ham or "CB" radios) which interfere with radios, TVs, or computers;
10. Frequent open consumption of intoxicants and/or drunken disorderly behavior whether at your homesite or in common areas;
11. Unsafe driving within the Park including driving at an unsafe speed, failure to stop or yield, endangerment to pedestrians, children, and pets;
12. Loud motor vehicle noises including modified muffler systems, car stereos and motorcycles going to and from your homesite;
13. Frequent improper street parking;
14. Continuing failure to maintain the manufactured home and homesite- including landscaping- according to the Park rules and regulations and general Park standards. This includes, but is not necessarily limited to improper open storage of personal property or debris hazardous materials, inoperative vehicles, unregistered vehicles, unsightly vehicles, and vehicle repair at the homesite;
15. Frequent or continuing accumulations of litter, rubbish or debris at the homesite;
16. Causing an open fire; whether intentional or accidental
17. Lewd or obscene behavior outside your home or plainly visible to others outside your home or in the common areas;
18. Disturbing the peace by behaving in an unreasonably loud or disruptive manner

anywhere in the Park;

19. The uttering of profanity outside your home or in the common areas loud enough to be audible to persons passing by;
 20. Allowing to visit or live in your home, former resident(s) or homeowner(s) who have been evicted, or who moved out after having been served with eviction notices, for substantial annoyance and/or behavior rules and regulations (No judgment is required).
- b) Homeowners are cautioned to control the behavior of their guests and co-residents. Homeowner is responsible for the conduct of all guests and co-residents at the homesite).
 - c) Quiet Hours: Please be courteous to your neighbors. Quiet hours are from 10:00 p.m. to 7:00 a.m. every weekday; on weekends and holidays, from 10:00 p.m. to 8:00 a.m. No construction, work or noises which cause complaint from your neighbors is permitted during quiet hours. Unreasonable noise is prohibited at all times.
 - d) CRIMINAL ACTIVITY: Resident, any member of the Resident's household, all guests and/or other persons under the Resident's control, shall not engage in criminal activity, including but not limited to drug-related criminal activity, on or near the subject premises. Drug-related criminal activity means the illegal manufacture, sale or use of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in an act intended to facilitate criminal activity, including but not limited to drug-related criminal activity, on or near the subject premises. This includes an absolute prohibition on possession of marijuana under any circumstances, even if the resident has a medical marijuana card.

Resident or members of the household will not permit the dwelling unit to be used for, or to facilitate, criminal activity, including but not limited to drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.

Resident or members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near the subject premises or otherwise.

Resident, any member of the Resident's household, or a guest or other person under the Resident's control, shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near the subject premises.

ANY VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A SINGLE VIOLATION OF ANY OF THE PROVISIONS OF THIS RULE SHALL BE DEEMED A SERIOUS VIOLATION, A MATERIAL NON-COMPLIANCE WITH THE RENTAL AGREEMENT, AND A SUBSTANTIAL ANNOYANCE TO OTHER HOMEOWNERS OR RESIDENTS. It is understood and agreed that a single violation shall be good cause for termination of the Resident's rental agreement/lease. Proof of violation shall not require an arrest by law enforcement and/or criminal conviction.

5. USE OF MOBILEHOME/HOMESITE

- a) The Homesite shall be used for placement of a mobile home approved in advance by management to be used solely and exclusively as a residence for the Homeowner. The mobile

home and space may not be used for any business or commercial activity, except for those in-home businesses that will not interfere with the residential nature of the Park and will not interfere with other resident(s) quiet enjoyment of this Park.

- b) All mobilehomes must be owner-occupied with at least one occupant appearing as Registered Owner on HCD Title. Resident must provide management a copy of the current mobile home registration each year, which must remain current during the duration of occupancy. No person not named on the Rental Agreement may reside at the space without the prior written approval of management.
- c) No subleasing of the Space is permitted, except as required in the MRL. Documents needed for management approval of sub-lease includes:
 - 1. A confirmation of medical emergency or treatment signed by the attending physician.
 - 2. A completed application signed by the sub-lessee, along with any required application fee(s).
 - 3. A current address and telephone number where resident may be reached.
 - 4. Such other documents/verification as is necessary to ensure compliance with California Civil Code section 798.23.5. and/or 798.74.
- d) In accordance with the MRL Section 798.34(b), residents living alone may have one person occupy their mobile home with them at no additional charge by the Park. This "guest" shall conform to the age requirements of the property as presently in place. Although this person will be required to go through the same basic approval process as the purchaser of a mobile home, except financial approval, and will be required to sign the Park Rules and Regulations and other documents reasonably necessary to protect the interest of the Park and other residents, they will be treated as a guest and will not have any rights of tenancy in the Park.
- e) Ownership or management shall have a right of entry upon the land upon which a mobilehome is situated as provided in the MRL.

6. STRUCTURE AND STRUCTURE MAINTENANCE:

- a) Advance written approval of management is required before any mobile home may be placed in the Park. All mobilehomes to be placed in the Park must be new or approved by management and must be installed by a professional, licensed and insured installer in accordance with Title 25, Divisions 1, Chapter 2 of the California State Code of Regulations. State approved skirting, awnings, porches, steps, and rain gutters must be installed within 45 days of first occupying the mobile home, and must be aesthetically compatible with the exterior appearance of the mobile home. Skirting must be made of the same material as the mobile home or a material approved in advance by management, and must have 1 ½ square feet of ventilation every 25 linear feet on at least two opposite sides of the mobile home as close to the corners as possible, as required by law. Porches and steps must have state approved handrails, and unless made of a deck quality redwood or composite decking, must be covered with indoor/outdoor carpeting, approved in advance by management. Residents are required to install a State of California approved tie-down and also an earthquake bracing system on all mobilehomes.
- b) Regardless of whether you are the original Homeowner of the mobile home, or you purchased your mobile home from a former resident, you are financially responsible to maintain the mobile home exterior and accessories in good condition and repair at all times. Damaged or deteriorated accessories must be repaired within 30 days of written notice from management. Accessories that cannot reasonably be repaired must be replaced within the same 30 days. Only prefabricated manufactured accessory equipment and structures or, if not prefabricated, only those constructed to professional contractor standards are permitted and no homemade accessories are to be attached to the mobile home or placed on the space.
- c) No exterior construction, installations, additions, structures, accessories or improvements may be

installed or significantly modified without prior written approval of management. This includes painting the exterior of the mobile home and accessory structures. Examples of such items include, but are not limited to, porches, steps, awnings, skirting, fencing, window boxes, rain gutters, and sunshades or privacy screens. Paint color requirements for the exterior of the mobile home, accessory structures and other improvements must be obtained from Management. Requests for approval must be made in advance on a form provided by management and available in the Park office. It is the resident's responsibility to be aware of permit requirements, and to provide a copy of all necessary permits to management before work commences.

- d) Exteriors of all homes new to the Park must be totally horizontal lap siding, or simulated wood which may be combined with other accent materials. Roofs of all homes new to the Park must be composition or wood shingle, shake, or tile. Metal roofs or flat build-up roofs will not be accepted.
- e) Patio awnings are required on all homes in the Park. Patio awnings are required to be installed on all homes within 60 days from date the home is moved into the Park. Patio awnings are to be constructed of a suitable material to complement the mobile home and must be approved in writing by Management prior to installation.
- f) Carport awnings are required on all homes in the Park.
- g) Skirting is required on all mobile homes in the Park. On all existing mobile homes and on all mobile homes new to the Park, the skirting must match or complement the exterior of the home in color and material; however, the skirting may include accent material to complement the decorating scheme. Mobile home skirting must also enclose entry deck(s) and rear steps and deck.
Only approved fencing is allowed. Fencing must conform to the overall aesthetics of the park and must be constructed of approved materials. There may be height and location limitations that may vary from space to space. Installation of any fencing must have prior written approval. Gates may not be locked, as the entire homesite must be accessible at all times.
- h) Installation of spas, hot tubs, and/or Jacuzzi's is not allowed on the homesite.
- i) Installation and location of air conditioner components must be approved in advance by management. Air conditioning units must be kept in good operating condition. Any air conditioning unit that makes excessive noise or is inoperable must be repaired or removed immediately. Management may restrict the size, efficiency and other criteria of any air conditioning units to be installed on the premises.
- j) Patio furniture specifically manufactured for 'outdoor' use, bicycles and barbecue equipment in good condition are the only objects that may be stored outside of the mobile home or storage shed. However, barbecue equipment and bicycles may not be stored in the front of the home, or in such a place that will detract from the visual aesthetic of the neighborhood. Except as related to barbecue equipment specifically manufactured for such use, no fires are permitted, including the use of fire pits. Extension cords may not be placed on ground or in view for extended periods of time. Wheels, hitches and other items permitted by law are the only objects that may be stored under the mobile home.
- k) Except where California allows a "handyman exemption" (for minor work totaling less than \$500), only licensed contractors having adequate liability and Worker's Compensation Insurance are permitted to work in the Park. Management may require them to provide proof of insurance in advance of beginning any work. It is resident's responsibility, not management's obligation, to ensure that contractors are licensed and insured and management will have no liability if they are not. Residents may not allow any liens or other claims to be made against the property. If a lien is filed against the property, residents agree to immediately do whatever is necessary to remove said lien and protect the owner's interests.
- l) Direct Broadcast Satellite Dishes (collectively referred to as 'Reception Devices'). The installation of a Reception Device must be done in compliance with all applicable codes and manufacturer

instructions, and so that it does not jeopardize the safety of any neighboring property or person in the Park. The Reception Device may be only as high as required to receive acceptable quality signals and must not be more than 1 meter/39" or be of such height that if it were to fall, it would cause damage or injury to a neighboring resident. No Reception Device may be installed in the ground. The Park may enforce reasonable restrictions on the placement of Reception Devices for aesthetic reasons.

7. STORAGE:

Advance written approval from management is required to install or remove storage sheds. The material and color of all storage sheds must compliment the exterior of the mobile home and accessory structures. A maximum of one 120 sq. ft. storage shed or two sheds not more than a combined total of 120 sq ft is permitted, provided there is room on the lot. Storage sheds must be placed at the rear of the homesite on the carport side and must be a minimum of 36 inches away from the utility pedestal.

8. LANDSCAPING AND SPACE MAINTENANCE:

- a) Landscape plans must be submitted on a Plot Plan (available in the Park office) for management approval before work commences. Landscaping of un-landscaped spaces must be completed within 45 days of the date tenancy begins.
- b) Any approved combination of lawn, shrub, flowers, trees, and/or rock may be used. Lawns must be maintained in good health and must be mowed and edged often and no less than weekly during the growing season; shrub, flowers and trees must be kept trimmed, and the homesite must be kept free of all weeds and debris. Shrubs and bushes on residents' homesites must not encroach onto adjoining spaces, or obscure the street view of persons driving in the Park. Lawn art and similar decorations must be kept in good condition. Where rock is approved, a heavy gauge weed screen must be used on the soil beneath the rock to prevent weed intrusion, and additional rock must be added as necessary to ensure that it adequately covers the area where it is used. It is the resident's responsibility to keep the space, including but not limited to the gutter in front of the homesite, free from debris. Accumulation of litter, rubbish or debris on the homesite detracts from the aesthetic of the neighborhood, negatively impacting neighbors' home values, and such accumulation is not permitted. Concrete surfaces must be kept clean and free of oil and other chemical substances. Drip pans, if used, must be kept clean.
- c) Regardless of whether you are the original Homeowner/Resident of the mobile home, or you purchased your mobile home from a former resident, you are financially responsible for the maintenance, and where necessary, removal of all landscaping, except trees. The Park may remove tree(s) at its sole discretion and will remove tree(s) upon learning of the existence of any health and safety issue or hazard related to the tree(s). The Park shall not be obligated to replace those items. All concrete, asphalt and other surfaces shall be kept clean and free of oil and all other sticky or oily substances. The Park will repair or replace driveways at Park's expense, providing damage to the driveway is not the result of resident's negligence in allowing oil or other sticky substances to accumulate.
- d) All spaces in the Park were properly graded at the time of construction to allow proper water drainage and runoff. The homeowner must maintain adequate drainage at all times so that water will drain away from their mobile home, and to prevent overflow onto adjoining Park spaces and the collection of standing water. The Park is developed on soil which expands and contracts from time to time. The Park will not be responsible for any drainage, settlement, or leveling problems encountered by the homeowner, or for any subsequent re-level or adjustments required on the mobile home, awnings, skirting or lot level as the result of improper drainage and/or soil expansion or contraction.
- e) The utility pedestal (water, gas, electric, and sewer hookups) must be accessible at all times. If a Park gas or water shut-off valve or electrical installation is located on your space, it must also be kept uncovered and accessible at all times. You may not install, plant, or store anything within

thirty-six (36) inches of the utility pedestal. It is the Homeowner's responsibility to maintain the utility connections from the mobile home to the utility pedestal, in good, safe condition and repair.

- f) Year-end holiday decorations and lights may not be put up outside of the mobile home or on the space any earlier than Thanksgiving Day and must be removed no later than the 10th day of January. Other seasonal and holiday decorations may not be placed outside of the mobile home or on the space any earlier than two weeks before the holiday and must be removed within two weeks following the holiday.
- g) If you remove your mobile home from the Park, at management's election, you may be required to remove all trees, shrubs, rock, and all other landscaping installed on the space, including any fencing and concrete installed by you and/or former residents of the space.

9. GARBAGE:

- a) All garbage and refuse must be properly disposed of in the manner prescribed by ownership and according to park requirements. Trash cans and recycle bins must be stored behind the steps in your carport where they are least visible from the street.
- b) Any dumpsters located on the common property or by the shop area are for management use only, unless otherwise posted. Any resident using dumpsters provided by management without authorization or depositing trash outside any trash containment facility agrees to be financially responsible for any additional costs the park incurs.

10. VEHICLES AND PARKING:

- a) Parking is permitted only on the mobile home space driveway and parking spaces designated by signs. The maximum number of vehicles permitted per space is that which will fit onto the mobile home space driveway without extending onto gutters, streets or yard areas. No parking of vehicles, motorcycles, golf carts or the like is allowed on the street or in front of a mobile home. Residents may not park in the designated guest parking spaces or in unoccupied lots. Any Guests who park in the designated guest parking spaces for more than two days shall notify and receive approval from Management, which approval is in Management's sole discretion. No large trucks, tractors, trailers, or combinations thereof shall be permitted in the Park at any time, unless such vehicles are employed in the installation, repair or removal of a mobile home or accessories. Campers, motor homes, and other recreational vehicles, boats and trailers may not be parked or stored at the home-site in the Park. RV's are only permitted at the home-site in the Park for immediate loading and unloading and may not be parked on the street or in the driveway of the home unless it can fit under the carport awning and is used for transportation on a regular basis (Article 10.1614 of Title 25, Mobile Home Parks Act). No inoperable vehicle may be stored on your space. Vehicles parked in violation of this rule are subject to being towed at the vehicle owner's expense. Off- road vehicles may not be stored or operated in the Park.
- b) A drip pan must be used for any vehicle dripping oil or other fluids. Vehicles may not be raised up on jacks, ramps or blocks. No maintenance, repair, painting, or other significant work of any kind on any vehicle, camper, motorhome, or other recreational vehicle, boat or trailer may be done in the Park. No flammable, combustible, or explosive fluid, material, chemical or substance, except those used for normal household purposes, may be stored on the premises. Nothing that creates a hazard or increases our insurance rates shall be permitted on the premises. No environmentally hazardous or prohibited substance or material may be placed in the trash or sewer system or dumped or otherwise disposed of in the Park.
- c) For the safety of all residents and guests, all persons operating a motor vehicle in the Park must drive safely, and at a safe speed, not to exceed the posted limit, if posted. Pedestrians and bicycles shall be granted the right of way. Children riding bicycles or other ride-on toys must wear a helmet and be accompanied by a resident at all times. Skateboards and skateboard ramps are prohibited.

- d) No vehicle is permitted in the Park if it does not have a current, state-issued vehicle registration and is not regularly maintained in normal operating condition. Any vehicle not meeting this standard shall be removed from the Park at vehicle owner's expense. The foregoing includes, but is not limited to, "junkers" or other vehicles whose exterior appearance has deteriorated to a point where they are unsightly and detract from the appearance of the Park. Any car dripping oil or gasoline must be kept out of the Park until repaired to prevent damage to the pavement. Excessively noisy vehicles, including but not limited to excessively noisy motorcycles, are not permitted in the Park. All vehicles must have legal muffling devices. We have the right to refuse admittance to the Park, any vehicle that does not comply with these Rules and Regulations.
- e) Cars may only be washed in designated car wash area(s), if any, not in resident's driveways. Only residents and registered occupants may use the designated car wash area(s). Oil changes are not permitted in the car wash area(s).

11. PETS:

- a) Advance written approval of management is required to bring a new pet into the Park and/or replace a pet. We reserve the right to deny any resident a pet, and/or revoke previous authorization to have a pet if the animal appears to present a threat to the health and safety or general welfare of the Park and/or its residents. The types of pets permitted are dogs, cats, birds, fish and other usual household pets that spend their primary existence within the mobile home. Management may restrict the breeds of particular pets allowed in the Park. See Management for a list of such restricted breeds. Except for fish and caged birds, each home may have a maximum of two (2) pets. Pet owners must sign a Pet Agreement as an addendum to their rental agreement for each pet. Residents having a service animal must provide proof that the animal has been properly certified as a service animal.
- b) When outdoors, pets must be on a leash and attended by a resident. All pets must be walked on a short leash and the person walking the animal must pick up any excrement from the pet. Pets are not permitted on another resident's space without that resident's permission. Pets in violation of the above rule may be taken to an Animal Control facility at the pet owner's expense.
- c) The pet owner is responsible for any damage or harm caused by the pet to Park property, resident's and guest's, and/or a resident's or guest's property. If a pet causes an unreasonable disturbance, annoyance, or harm, including but not limited to, barking, growling, biting, or any other unreasonable noise, harm, or damage to any person or property, permission to keep the animal may be revoked by the Park.
- d) Residents will be held responsible for their Guests pets
- e) Leaving food outside of the mobile home on the space or anywhere in the Park to feed any animal is not permitted.
- f) Park ownership reserves the right to require the removal of a pet within seven (7) days of written notice of any homeowner/resident pet that shows any dangerous propensity, including attempting to bite or biting another person or animal.

12. GUESTS:

- a) Guests must agree to observe all Park Rules and Regulations and must be accompanied by a resident when using Park facilities. Any guest staying more than twenty (20) consecutive days, or thirty (30) days in a calendar year, must register in the Park office and may be required to sign these Rules and Regulations or other documents reasonably necessary to protect management's interests and the interests of other residents. Regardless of whether or not a guest signs any park documents, no guest shall have any rights of tenancy in the Park. No guest, other than those qualified under Civil Code section 798.34, may stay with a resident for more than a total of twenty (20) consecutive days or thirty (30) days in a calendar year. A violation of this rule may

result in legal action being taken against the resident and/or guest. If a resident wishes to add a person as a member of their household, where such person shall not thereafter be considered a "guest," the prior written consent of management must be obtained. The subject person, who must be 45 years or older, must submit an application for occupancy and sign the Park Rules and Regulations and other required documents, but not a rental agreement. In the future, if all of the residents who signed the rental agreement move from the Park, the remaining occupant will be treated as a new applicant for residency. The remaining adult will, however, be required to provide evidence of ownership via HCD title transfer.

- b) Management may refuse any guest access to the facilities if that guest's presence would reasonably detract from the use and enjoyment of the facilities by other residents and guests.
- c) Guests may not occupy or use a resident's mobile home overnight unless at least one resident, who is registered with the Park, will be present. Temporary House sitters will be permitted provided they are registered in advance with Park management. The Homeowner/Lessee must provide the House sitter's name, length of stay, and vehicle make and license plate. House sitters will be considered guests and are not permitted to use Park facilities unless accompanied by a resident. The House sitter must meet the age requirements of the park.
- d) A guest who remains in the Park after his host has died, moved, or for any other reason does not physically reside in the Park on a regular basis, will be considered to be the equivalent of a potential purchaser and the guest will be subject to the requirements of new tenancy approval (See California Civil Code section 798.74)(and must apply for and be approved for tenancy, whether or not the guest has an ownership or financial interest or lien in or to the manufactured home, such as a "legal" or "registered" owner of record. The requirements of this agreement will also apply if homeowner only sells/transfers a portion of the in the manufactured home or assigns only a portion of the right to occupy the homesite.

13. RECREATIONAL FACILITIES AND COMMON AREAS:

- a) The recreational facilities are provided for the use of all Park residents and their accompanied guests, subject to the rules stated herein and the specific rules and hours posted at the facilities. Rules and Regulations posted at the facilities are by this reference incorporated into these Rules and Regulations. All facilities are used at the resident's and guest's own risk. The Park does not provide supervision of any person or at any facility and is not responsible for damage, loss, or injury to residents or other users of the facilities, and will not be responsible for any personal items left at or taken from the facilities at any time. The facilities may be closed from time to time for an undetermined period of time for cleaning, maintenance and repair when there is a reasonable basis or necessity to do so. Smoking is not allowed at or within 20 feet of any of the recreational facilities, including any room of the clubhouse or laundry room. Management reserves the right to restrict the use of the recreational facilities by anyone who violates the Rules and Regulations. Alcoholic beverages are not permitted at any of the recreational facilities without management's prior written approval in each instance.
- b) If applicable, the clubhouse is available for private parties and special functions of homeowner when such use does not conflict with Park activities. Permission to use the facilities must be requested by a registered resident on a form provided by Management (available in the Park office) at least one week in advance. A refundable deposit may be required and will be applied to the cost of any additional clean up or damages that may be necessary. However, should the clubhouse be used for an event that includes all Park residents, then no deposit is required. The resident(s) will be responsible for the cost of any clean up, damages or repair exceeding the deposit. The resident(s) who make(s) the reservation must be present at all times during use of the facilities, and is responsible for leaving the premises clean and appliances, furniture and equipment in good order.
- c) Where there are pool and/or spa facilities, the Park shall post or make available rules relating to

the required conduct, restrictions, hours, and so on. Such rules may change from time to time in the sole discretion of management and shall be posted or made available. In any circumstance, any guest(s) using the pool and/or spa must be accompanied by a Resident at all times.

- d) Glass containers are prohibited from the pool and spa facilities
- e) Unlicensed motorized skateboards are prohibited in the Park.
- f) The laundry room equipment, if applicable, is for the use of Park residents only.

14. SALE OF MOBILEHOME:

Homeowners desiring to sell their mobile home must file an Intention to Sell form (available in the Park office) with management prior to placing the mobile home on the market for sale. For sale signs may be displayed, but only in accordance with the requirements/limitations contained in the MRL. Park management may, in order to upgrade the quality of the Park, require the removal of mobilehome(s) from the Space(s) upon their sale or transfer to a third party, in accordance with the provisions of the MRL and other applicable law. Any such rights granted us due to amendments, deletions, or modifications of the MRL and other applicable law may be enforced by management at management's sole discretion.

15. RENT:

Rents are due and payable on the first day of each month. Utility charges or any and all other service charges are also due with rent.

Resident agrees to pay a late charge of \$25.00 if rent and other charges, if any, are not received by the Park on or before the tenth (10) day after those charges are due. Resident and Management agree that Management will sustain damage on account of any late payment of rent, including but not limited to added accounting, administrative, and management expenses and costs, but that it will be impracticable and extremely difficult to specify the actual amount of such damage. The parties agree that this late charge represents a fair and reasonable estimate of the damages that Management will incur by reason of the late payment of rent. Resident bears the risk of loss or delay of any payment made by mail. A return check charge may be assessed by the Park in the amount of thirty-five dollars (\$25.00) whenever a check for rent or any other charges is returned unpaid from a bank or financial institution.

* * * * *

The above Rules and Regulations, all separate Rules and Regulations whether published or posted at the Park facilities, are by this reference incorporated into the Rental Agreement. Any separate or prior agreements between Residents and former employees of the Park which may be inconsistent with the nature of the Park or construed as discriminatory, illegal or ethically questionable are null and void and hereby canceled. Noncompliance with the Rules and Regulations shall be construed a breach of the Rental Agreement between Resident and the Park, and Management may pursue all remedies to the fullest extent permitted by law. In the event of a conflict between these Rules and Regulations and any valid local, state or federal law, the provisions of such law shall prevail, and the remainder of these Rules and Regulations shall not be affected.

These rules and regulations may be altered/amended at any time and in accordance with California Civil Code section 798.25.

16. HOMEOWNER'S AGREEMENTS

Homeowner agrees to the following:

To be responsible for and to pay all damages caused by the acts of Homeowner, Resident, Guests, or other occupants of Homeowner's homesite.

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF AND AGREES TO BE BOUND BY THE RULES AND REGULATIONS OF THE PARK.

ISSUED THIS _____ DAY OF _____ 20_____

Space _____ Homeowner(s): _____

THE BELOW UNDERSIGNED AGREES TO ALL THE RULES AND REGULATIONS LISTED WITHIN THIS RENTAL AGREEMENT.

RESIDENT SIGNATURE: _____ DATE: _____

RESIDENT SIGNATURE: _____ DATE: _____