

# INTRODUCTION

**Hello. Thank You for your interest in Eden Roc Villas.**

The Cover Page has our Office Hours, as well as our physical address, our email address, and our phone number.

The Cover Page also has important, instructional, information, that applicants should review, prior to starting the application, and to refer to as needed to ensure that all additional documents that will be needed, are gathered and presented in the manner described.

Page 1 of the application is the page following the Cover Page.

Rules and Regulations are also provided with the application, and it also has a cover page with an index and a place at the top for applicants to initial and date after they have read the Park Rules and Regulations. It is important, that following the Cover Page, the applicants read the "STANDARD" on Page 1 of the Rules and Regulations, in its entirety, before continuing with the reading of the Park Rules.

The applicant may email the application and all related documents to our office prior to the required In Person Meeting that is described on Page 1, Paragraph 1, of the application, so they may be reviewed for completeness, and that all related documents that have been asked for have been provided.

There should be scanned copies of the Application, and all documents asked for, and presented in PDF format, in 1 to 3 PDF's, depending on the number of pages. Please do not email Photos from a phone as they will not print properly on my end. Also, ID asked for should be on a single scanned page, and added to the application and documents, in PDF format.

If presenting the application and documents in person, please make sure that all print on the documents and all pages of the application show on only one side of each page. You may need to convert double sided Bank Statements to single sided copies, (Single Sided Copies only please). Both forms of ID asked for may be on a single scanned and printed page.

If you do not have the equipment to scan and copy, and, or email, then perhaps a friend, or Staples, or a UPS or FedEx drop off site may be of service.

**VALID AS OF 01/01/25**

# **EDEN ROC VILLAS - SOUTH**

**332 NORTH LYON AVE. HEMET, CA 92543**

**Phone: 951-925-1015**

**Email: officemanagermhp@gmail.com**

**Office hours are on Mon., Tues., and Thurs., and Fri. 8 am to 1 pm  
Closed Wednesdays and Weekends**

**PLEASE READ THIS PAGE BEFORE FILLING OUT THE  
APPLICATION AND REFER TO AS NEEDED**

**We ask that you please make an appointment for all office visits.**

**Thank you for choosing to apply to Eden Roc Villas for Residency.**

**Please fill out application in full. Please provide all documents asked for and in the format and manner that they are asked for.**

**Please CIRCLE ALL NET INCOME. If you are paying cash for the home, then please Provide the Document that shows your Proof of Funds to buy the home and Circle that amount and Write in " PROOF OF FUNDS " to indicate so. Then on page 4 of the applications write " Paying Cash " in the Lender Information section. If you are going use a loan to buy the home, then please fill out the LENDER INFORMATION on page 4 of the application.**

**There is additional information and instructions on the next page that you should review and refer to as needed when filling out the application and as well as reference to documents needed and to provide them in the manner asked for. Applicants must provide their own copies of all documents. If you do not have a copier, then a nearby office supply may be able to provide that service for you. If Emailing the application back, then please use only Printer Scanned Copies. PLEASE DO NOT SEND PHOTOS. Printer scanned copies only.**

**Please read the Park Rules completely before initialing and dating at the top of its cover page. Please read the " STANDARD " in its entirety.**

**All applicants must meet with the On-Site Manager in person by appointment before the application is sent to Corporate for Consideration for Approval for Residency.**

\*\*\*\*\*THIS APPLICATION VERSION IS EFFECTIVE STARTING 1/1/2025\*\*\*\*\*

EDEN ROC VILLAS  
332 N. LYON AVE. (OFFICE), HEMET, CA 92543

DATE: \_\_\_\_\_ SPACE #: \_\_\_\_\_ YOUR EMAIL: \_\_\_\_\_

APPLICANT: FIRST NAME \_\_\_\_\_ LAST \_\_\_\_\_

CO-APPLICANT: FIRST NAME \_\_\_\_\_ LAST \_\_\_\_\_

## **SOUTH – SUGGESTED GUIDELINES OF APPLICATION REVIEW**

1. FILL OUT APPLICATION IN FULL. ALL REQUIRED ITEMS MUST BE RETURNED WITH APPLICATION. PROPERTY MANAGEMENT REQUIRES THAT THE RESIDENT MANAGER MEET WITH ALL APPLICANTS IN PERSON PRIOR TO SUBMITTING APPLICATION FOR REVIEW.
2. PROOF OF INCOME: 3 Months Copies of Most Recent Bank Statements (Single Sided Copies Only). Also Include copies of Pay Stubs if No Direct Deposit and paid by check. PLEASE CIRCLE ALL NET INCOME THAT SHOWS ON YOUR BANK STATEMENTS.
3. ALL APPLICANTS MUST PASS A CREDIT CHECK.
4. MINIMUM INCOME SHOULD BE FOUR TIMES THE MONTHLY RENT PLUS OTHER CHARGES. (About \$3600.00 Per Month Net)
5. COPY OF DRIVER LICENSE(S), (Or current State Issued Photo I.D.) (Please have a copy made and include it with this App.) AND SOCIAL SECURITY OR MEDICARE CARD. (Please have a copy made and include it with this App.)
6. MUST AGREE TO ABIDE BY ALL PARK RULES. A COPY OF THE EDEN ROC RULES AND REGULATIONS IS INCLUDED FOR YOUR REVIEW. PLEASE READ THOROUGHLY, THEN INITIAL AND DATE WHERE INDICATED AT THE TOP OF THE COVER PAGE TO SHOW THAT YOU HAVE READ AND AGREE TO ABIDE BY THE PARK RULES.
7. BASIC MONTHLY RENT IS \$850.00, PLUS WATER \$38.60, SEWER \$42.35, & TRASH \$24.88 = \$955.83. GAS AND ELECTRIC ARE SUB-METERED AND REFLECTED ON YOUR MONTHLY BILL IN ADDITION TO THE BASIC RENT AND UTILITIES.
8. ALL PERSONS ON THE APPLICATION MUST BE ON THE TITLE AND LIVE IN THE HOME. (NO CO-SIGNERS. NO RENTING OR SUB-LETTING).
9. TWO SMALL PETS NO MORE THAN 25 LBS. Each. PETS MUST BE KEPT ON LEASH OR IN THE FENCED YARD. ALL CATS MUST BE KEPT INSIDE, NOT ALLOWED TO ROAM. A PET AGREEMENT MUST BE COMPLETED AND SIGNED. SERVICE ANIMALS MUST BE REGISTERED WITH THE CITY OF HEMET AND A COPY OF THE SERVICE TAG PROVIDED TO MANAGEMENT.
10. PLEASE DISCLOSE ANY SELLER OR OTHER FINANCING IN CONNECTION WITH YOUR PURCHASE OF THE MOBILE HOME. (See Page 4/ Lender and Address). IF PAYING CASH FOR HOME, PLEASE PROVIDE A COPY OF PROOF OF FUNDS TO SHOW ABILITY TO BUY HOME.

**UNLESS THIS APPLICATION IS COMPLETED IN FULL AND ALL DOCUMENTS ASKED FOR ARE PROVIDED, IT WILL NOT BE CONSIDERED FOR REVIEW.**

\*\*\*\*\*THIS APPLICATION VERSION IS EFFECTIVE AS OF 1/1/2025\*\*\*\*\*  
(PREVIOUS APPLICATION VERSIONS ARE NO LONGER VALID AS RATES HAVE CHANGED)

Listing Agent Info:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Realtor Info:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Present Date: \_\_\_\_\_ Space# Discussed: \_\_\_\_\_ Price Home Is Listed For:\$ \_\_\_\_\_

The Information requested is for the proper evaluation of all applicants for residency and for information in an emergency. The information provided will be used in association with the rental agreement and will be kept confidential to the extent permitted by law. This application accommodates an applicant and co-applicant. Additional co-applicants must fill out a separate application.

Applicant Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ SSN#: \_\_\_\_\_

Driver License #: \_\_\_\_\_ State: \_\_\_\_\_

Co-Applicant Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ SSN#: \_\_\_\_\_

Driver License #: \_\_\_\_\_ State: \_\_\_\_\_

Present Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Manager/ Owner of Apartment/ Estate: \_\_\_\_\_ Phone: \_\_\_\_\_

How long at above address? \_\_\_\_\_ Own/ Rent: \_\_\_\_\_ Payment: \$ \_\_\_\_\_

Previous Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

How long at above address? \_\_\_\_\_ Own/ Rent: \_\_\_\_\_ Payment: \$ \_\_\_\_\_

Have you ever lived in a Mobile Home Park? Yes \_\_\_\_\_ No \_\_\_\_\_

If "yes", Name of Park: \_\_\_\_\_

Manager \_\_\_\_\_ Phone \_\_\_\_\_

## TENANT DISCLOSURE FORM

List names, ages and relationships of all persons you intend to reside with you in this home other than yourself/ yourselves (Applicant/ Co-applicant). If none then indicate "None" below:

Name: \_\_\_\_\_ Age \_\_\_\_\_ Relationship \_\_\_\_\_  
Name: \_\_\_\_\_ Age \_\_\_\_\_ Relationship \_\_\_\_\_  
Name: \_\_\_\_\_ Age \_\_\_\_\_ Relationship \_\_\_\_\_

List all vehicles you intend to have on the premises (including motorhomes, boats, trailers, etc.)

Type \_\_\_\_\_ Year \_\_\_\_\_ Make \_\_\_\_\_ State \_\_\_\_\_ Plate# \_\_\_\_\_  
Type \_\_\_\_\_ Year \_\_\_\_\_ Make \_\_\_\_\_ State \_\_\_\_\_ Plate# \_\_\_\_\_  
Type \_\_\_\_\_ Year \_\_\_\_\_ Make \_\_\_\_\_ State \_\_\_\_\_ Plate# \_\_\_\_\_

Pets: (type, breed, weight at maturity), (2 pets max, 25 lbs. max each.). See Park Rules & Reg.

Pet #1: Type \_\_\_\_\_ Breed \_\_\_\_\_ Weight At Maturity \_\_\_\_\_  
Pet #2: Type \_\_\_\_\_ Breed \_\_\_\_\_ Weight At Maturity \_\_\_\_\_

Applicant's Present Employer: \_\_\_\_\_  
Address (Include City/ State/ Zip): \_\_\_\_\_  
Position: \_\_\_\_\_ Supervisor's Name: \_\_\_\_\_  
Supervisor's Phone: \_\_\_\_\_ How Long Employed? \_\_\_\_\_  
Income:  
Pay/ Wages:\$ \_\_\_\_\_ SSA:\$ \_\_\_\_\_ SSI:\$ \_\_\_\_\_ Pension:\$ \_\_\_\_\_  
Other:\$ \_\_\_\_\_

Co-Applicant's Present Employer: \_\_\_\_\_  
Address (Include City/ State/ Zip): \_\_\_\_\_  
Position: \_\_\_\_\_ Supervisor's Name: \_\_\_\_\_  
Supervisor's Phone: \_\_\_\_\_ How Long Employed? \_\_\_\_\_  
Income:  
Pay/ Wages:\$ \_\_\_\_\_ SSA:\$ \_\_\_\_\_ SSI:\$ \_\_\_\_\_ Pension:\$ \_\_\_\_\_  
Other:\$ \_\_\_\_\_

TENANT DISCLOSURE FORM

1<sup>st</sup> Bank Reference/ Name: \_\_\_\_\_ Branch/ City: \_\_\_\_\_  
Checking Acct #: \_\_\_\_\_ Savings Acct #: \_\_\_\_\_

2<sup>nd</sup> Bank Reference/ Name: \_\_\_\_\_ Branch/ City: \_\_\_\_\_  
Checking Acct #: \_\_\_\_\_ Savings Acct #: \_\_\_\_\_

List three credit references

Name _____	City _____	State _____	Acct # _____	Balance _____	Pmnt. _____
Name _____	City _____	State _____	Acct # _____	Balance _____	Pmnt. _____
Name _____	City _____	State _____	Acct # _____	Balance _____	Pmnt. _____

In case of Emergency or Death Notify:

For Applicant: Name \_\_\_\_\_ Phone \_\_\_\_\_  
For Co-Applicant: Name \_\_\_\_\_ Phone \_\_\_\_\_

Home Information (The Home You are Interested In Buying)

Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ State \_\_\_\_\_

LENDER INFORMATION: Enter below if getting a loan to buy the home.  
(Otherwise write: "Paying Cash" below)

Lender Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address (Include City, State, Zip): \_\_\_\_\_

Of either applicant: If the answer to any of the following is " Yes ", please explain below.  
Use an additional sheet of paper if necessary.

Have you ever been evicted? \_\_\_\_\_  
Have you ever been sued for non-payment of rent? \_\_\_\_\_  
Have you ever been required to pay for property damage? \_\_\_\_\_  
Have you or your co-residents ever been convicted of a felony?.. \_\_\_\_\_  
Have you ever declared bankruptcy? \_\_\_\_\_  
Explanation Section: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TENANT DISCLOSURE FORM

Do you know anyone who lives in this community? \_\_\_\_\_  
If "Yes", Name \_\_\_\_\_ Relationship \_\_\_\_\_

The following paragraph is to be initialed by the prospective resident/ residents.

The undersigned applicant, understands and acknowledges that this community is designated as Housing for Older Persons in compliance with the Fair Housing Act. Every space must have at least one person age 55 or over and all additional residents must be at least age 55. The applicant represents that all persons who will live in the applicant's home will meet this requirement.

The applicant acknowledges that these age requirements must also be complied with upon resale of the home.

Applicant Sign: \_\_\_\_\_ Manager \_\_\_\_\_  
Co-Applicant Sign: \_\_\_\_\_ Manager \_\_\_\_\_

The applicant/ (applicants) represents and warrants that the above information is true and correct and has been made for the purpose of obtaining residency in this community. The management has the right to verify any and all information offered on this application.

The applicant/ (applicants) understands that if any of the above information cannot be verified by management, the management may deny this application. The applicant/ (applicants) also acknowledges that the applicant/ (applicants) has no right to tenancy in the community until a Rental Agreement and appropriate documents have been signed.

In compliance with the Fair Credit Reporting Act, we are informing you that information on your character, general reputation and mode of living is verified. You understand that you have the right to dispute the accuracy to the Fair Credit Reporting Act and get a copy of your credit report from credit wholesalers. Credit reports are obtained through National Tenant Network, P.O. Box 8487, Coral Springs, FL 33075, (800) 330-2930. You have the right to dispute the accuracy of any information provided by the credit reporting agency.

## TENANT DISCLOSURE FORM

The facts set forth in this application are true and correct. Applicant/ (Applicants) agrees that a complete investigation of all information in this application will not constitute an invasion of privacy. Applicant/ (Applicants) is aware of and extends the privilege to the mobile home community to obtain credit reports, rental and employment verification found in screening for any lawful purpose associated with lawful tenancy of the premises. Applicant/ (Applicants) understands that any misrepresentation will be sufficient cause for dismissal or voiding of the application. Misrepresentations discovered after tenancy are grounds for terminating applicant's tenancy.

Applicant Sign: \_\_\_\_\_ Date \_\_\_\_\_

Co-Applicant Sign: \_\_\_\_\_ Date \_\_\_\_\_

TENANT DISCLOSURE FORM

HAVE APPLICANT COMPLETE AND SIGN

Under F.C.R.A. guidelines, one must receive consent prior to pulling a credit report on any applicant. Also, it is important that one keeps all of one's consent forms for at least two years.

This will help to facilitate the investigative precepts if this applicant claims that one has inappropriately accessed their credit report.

Applicant Name \_\_\_\_\_  
Address \_\_\_\_\_  
City/ State/ Zip Code \_\_\_\_\_  
Social Security Number \_\_\_\_\_  
Date of Birth \_\_\_\_\_  
State Issued Photo ID# or Driver License# \_\_\_\_\_ State \_\_\_\_\_

I authorize Eden Roc Villas to obtain my consumer credit report and public records from Citi Credit Bureau and to investigate any personal information on me necessary to arrive at an applicant decision.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Citi Credit Bureau  
Phone 949-851-7719/ Fax 949-851-7768/ Website: [www.citicredit.net](http://www.citicredit.net)

TENANT DISCLOSURE FORM

HAVE CO-APPLICANT COMPLETE AND SIGN

Under F.C.R.A. guidelines, one must receive consent prior to pulling a credit report on any applicant. Also, it is important that one keeps all of one's consent forms for at least two years.

This will help to facilitate the investigative precepts if this applicant claims that one has inappropriately accessed their credit report.

Co-Applicant Name \_\_\_\_\_  
Address \_\_\_\_\_  
City/ State/ Zip Code \_\_\_\_\_  
Social Security Number \_\_\_\_\_  
Date of Birth \_\_\_\_\_  
State Issued Photo ID# or Driver License# \_\_\_\_\_ State \_\_\_\_\_

I authorize Eden Roc Villas to obtain my consumer credit report and public records from Citi Credit Bureau and to investigate any personal information on me necessary to arrive at an applicant decision.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Citi Credit Bureau  
Phone 949-851-7719/ Fax 949-851-7768/ Website: [www.citicredit.net](http://www.citicredit.net)

# INFORMATION FOR PROSPECTIVE HOMEOWNERS

As a prospective homeowner you are being provided with certain information you should know prior to applying for tenancy in a mobilehome park. This is not meant to be a complete list of information.

Owning a home in a mobilehome park incorporates the dual role of "homeowner" (the owner of the home) and park resident or tenant (also called a "homeowner" in the Mobilehome Residency Law). As a homeowner under the Mobilehome Residency Law, you will be responsible for paying the amount necessary to rent the space for your home, in addition to other fees and charges described below. You must also follow certain rules and regulations to reside in the park.

If you are approved for tenancy, and your tenancy commences within the next 30 days, your beginning monthly rent will be \$ 850.00 for space number \_\_\_\_\_. Additional information regarding future rent or fee increases may also be provided.

In addition to the monthly rent, you will be obligated to pay to the park the following additional fees and charges listed below. Other fees or charges may apply depending upon your specific requests. Metered utility charges are based on use.

- ❖ Water \$38.60
- ❖ Sewer \$42.35
- ❖ Trash \$24.88
- ❖ Gas (sub-metered for both north and south sides)
- ❖ Electricity (sub-metered for south side; paid directly to Edison for north side)

Some spaces are governed by an ordinance, rule, regulation, or initiative measure that limits or restricts rents in mobilehome parks. These laws are commonly known as "rent control." Prospective purchasers who do not occupy the mobilehome as their principal residence may be subject to rent levels which are not governed by these laws. (Civil Code Section 798.12). Long-Term leases specify rent increases during the term of the lease. By signing a rental agreement or lease for a term of more than one year, you may be removing your rental space from a local rent control ordinance during the term, or any extension, of the lease if a local rent control ordinance is in effect for the area in which the space is located.

A fully executed lease or rental agreement, or a statement signed by the park's management and by you stating that you and the management have agreed to the terms and conditions of a rental agreement, is required to complete the sale or escrow process of the home. You have no rights to tenancy without a properly executed lease or agreement or that statement. (Civil Code section 798.75)

If the management collects a fee or charge from you in order to obtain a financial report or credit rating, the full amount of the fee or charge will be either credited toward your first month's rent or, if you are rejected for any reason, refunded to you. However, if you are approved by management, but, for whatever reason, you elect not to purchase the mobilehome, the management may retain the fee to defray its administrative costs. (Civil Code Section 798.74)

We encourage you to request from management a copy of the lease or rental agreement, the park's rules and regulations, and a copy of the Mobile Residency Law. Upon request, park management will provide you a copy of each document. We urge you to read these documents before making the decision that you want to become a mobilehome park resident.

Acknowledge Receipt by Prospective Homeowner:#1 Sign: \_\_\_\_\_ Date: \_\_\_\_\_

Acknowledge Receipt by Prospective Homeowner #2 Sign: \_\_\_\_\_ Date: \_\_\_\_\_

Dated: \_\_\_\_\_ Signature of Park Manager: \_\_\_\_\_ Effective 01/01/25

PLEASE READ, THEN INITIAL AND DATE TO SHOW YOU HAVE READ

AND UNDERSTAND AND AGREE TO ABIDE BY PARK RULES

APPLICANT INITIALS \_\_\_\_\_ DATE \_\_\_\_\_ CO-APPLICANT INITIALS \_\_\_\_\_ DATE \_\_\_\_\_

# EDEN ROC

## GOOD NEIGHBOR POLICY

(RULES AND REGULATIONS)

(DECEMBER 1996)

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EDEN ROC MOBILEHOME PARK  
GOOD NEIGHBOR POLICY  
(RULES AND REGULATIONS)  
REVISED DECEMBER 1994

These rules and regulations may be changed from time to time in accordance with the laws of the State of California.

For the purpose of this document, the definitions in Sections 798.2 through 798.12 of the California Civil Code shall be used, plus, "guest" is a person who occupies a mobilehome that is not a resident.

### STANDARD

As a general rule, Eden Roc is like other typical residential neighborhoods of similar quality and population in our geographic area. Therefore, you and your neighbors are expected to accept a reasonable amount of disturbances and other activity which may not be to your liking. For example, your neighbors may give a party, run their air conditioners earlier or later than you would like, or do other things which commonly occur in any other neighborhood that will disturb you. If one of your neighbors or their guest is doing something they should not do and you are reasonably disturbed, we expect you and the others who may be affected to make reasonable efforts to talk to the person who is creating the problem or is responsible for the guest, and try to resolve it. If the problem is one where reasonably the police or other public authorities should be contacted and a complaint filed, you are expected to do this as well -- that is what people who live in a typical neighborhood do in everyday life. If you cannot resolve the problem and you are truly being *unreasonably* affected, we will attempt to take reasonable steps to try and resolve the problem. Please keep in mind that, as a practical matter, Eden Roc is not able to be the "police" for all the various day-to-day routine disturbances, disagreements, and other problems which may occur in Eden Roc. We will not try to "over-enforce" the rules where the infraction seems to be minor or just a routine everyday occurrence most people put up with in a typical neighborhood. Our ability is also limited by practical and legal considerations and constraints. Because of these and other similar considerations, you are agreeing that by moving into Eden Roc or by continuing to live here, Eden Roc will not be liable to you or others for normal, routine disturbances or other kinds of things which one should commonly expect when they live in our society, nor will we be liable to you for our inconsistency or lack of enforcement of these Rules and Regulations.

#### A. RESIDENCY REQUIREMENTS

1. Residency in Eden Roc Estates (Park) is limited to the following. At least one occupant of each household must be at least fifty-five (55) years of age for a minimum of 80% of the Park. All other occupants must be 40 years of age or older.

2. (a) A healthcare provider, though not meeting the age requirements of A.1 may reside in the home. A healthcare provider is defined as someone engaged solely for the purpose of caring for the homeowner.

(b) The healthcare provider will have no rights of residency. The healthcare provider may not use the pool, clubhouse or any other common area unless accompanied by the employing homeowner.

(c) The healthcare provider will promptly move from the Park once the providers services are no longer required.

3. All residents must be registered at the Park office, and listed on a Park lease or rental agreement.

4. The number of residents allowed to occupy the mobilehome shall be limited to two (2) persons per bedroom plus one (1) additional.

#### B. GUESTS

1. Guests' visits may not exceed thirty (30) days in any calendar year.

2. Guests are not allowed to reside in the home during resident's absence, except in the case of house-sitting. Housesitters must be registered in the Park office and receive management's written approval.

3. Guest's activities must be supervised and not cause a disturbance to other residents. Minor guests must remain on the resident's homesite unless accompanied by a responsible resident.

4. Guests using the swimming pool, clubhouse or any other common facility must be accompanied by the host resident. Persons under eighteen (18) years of age are not permitted to use the spa or billiard room. Recreational facilities are used at the sole risk of the user.

#### D. LATE CHARGES AND NON SUFFICIENT FUNDS (NSF) CHECKS

1. Rent and all other billed charges are due and payable on the first (1st) day of each month in advance. If payment is not received by the close of business on the tenth (10th) day of the month in which it is due a Twenty Dollar (\$20.00) or Five Percent (5%), whichever is greater, late fee will be added to the amount due. The same amount will be added for any check returned by the bank for any reason.

2. Eden Roc may, at it's sole discretion, refuse to accept any payment not received the tenth (10th) of the month in which it is due except as otherwise provided by law.

#### E. SALE OF MOBILEHOME

1. Resident must notify management, in writing, at the time the mobilehome is listed for sale.

2. Management's prior written approval of the buyer of a mobilehome that will remain in the Park must be obtained prior to the close of sale. An Application for Residency, which includes execution of a rental agreement and copy of these Rules and Regulations, must be completed by the purchaser and be approved by management before new residency is established.

3. Residents may select the sales agency of their choice or may sell the mobilehome themselves.

4. Any mobilehome that is in a run down condition or in disrepair shall be removed from the park upon sale, unless management approves a plan, submitted within the Application for Residency, for its upgrade to conform with the Park's specifications within sixty (60) days of the close of sale. (See California Civil Code Section 796.73)

6. One "For Sale" sign may be displayed on the homesite as specified in California Civil Code Section 798.90. One "Open House" sign may be displayed at the Park entrance and one "Open House" sign may be displayed on the homesite ONLY during the hours a home is held open.

7. If the home is to be removed from the park, the following conditions must be met.

- a. A sixty (60) day written notice is required.
- b. A deposit of \$750.00 must be secured
- c. A copy of the mover's state license or county permit must be on file
- d. A certificate of insurance showing current coverage of both compensation and liability coverage must be on file.
- e. When the mobilehome has been removed, the lot cleaned and all damage repaired, the deposit will be returned. In the event that the foregoing has not been completed satisfactorily, a deduction for all cost will be taken from said deposit.

**F. MINIMUM REQUIREMENTS FOR MOBILEHOMES (Architectural Standards)**

1. Management's written approval is required prior to a home being placed on a lot. Only new or neighborhood compatible manufactured homes, with no more than one story; not exceeding fifteen (15) feet in height at the highest point as measured from ground level may be permitted to be moved into the Park. The term "neighborhood compatible" refers to homes which have substantially the same appearance and condition as homes being currently manufactured or which, in the sole discretion of management, are of such design, material and condition that they will favorably complement or be comparable with other homes in the Park.
2. The mobilehome shall be installed under management's direction and in accordance with state, city and park ordinances, rules, instructions and specifications. Setbacks shall be measured according to California Health and Safety Code, Title 25, Article 7, Section 1330.
3. Only doublewide homes are allowed on doublewide lots.
4. All required additions, structures, appliances, accessory equipment, siding and landscaping shall be completed within sixty (60) days of the date the home is placed on the lot. Management's written approval is required prior to installation.
5. All homes must have detachable hitches which are removed when the home is placed on the lot. For existing homes, hitches must be removed upon resale.
6. Exterior siding must be lepped siding, wood, masonry, stucco or the equivalent.

7. All mobilehomes, additions, porches, decks and steps shall have skirting of the same material as the exterior siding of the home.

8. **PAINTING.** The exterior of the mobilehome, modifications, accessory buildings, storage sheds, skirting and steps shall be painted with colors approved, in advance, by management in writing.

9. **AWNINGS.** Patio and carport awnings are required as lot dimensions allow.

(a) Carports must have an awning at least eight (8) feet high and ten (10) feet wide extending from the front edge of the home to the rear of the home.

(b) The patio awning shall be the same size as the carport awning where possible.

(c) Awnings must be utilized front and rear. Awnings, carport covers and posts must conform to current codes, be plumb, undented, unburnt, clean and rust free, properly painted and installed.

10. A porch, concrete slab or patio is required under the patio awning. Any screened or enclosed porch must have ample light and ventilation and be maintained with no holes, rusted or bulging screening. Porches, porch enclosures, decks, etc. must be of similar design, materials and color to match the home.

11. All door openings must exit onto steps or landings. Exterior steps are required on both the patio/porch and carport sides of the home and must be of an approved material matching the exterior of the home. All steps and landings must have approved metal or treated wood railing and be plumb and secure, and be installed in accordance with Title 25 provisions. All steps and landings must be covered with carpet or other approved material. Temporary steps must be removed and replaced with permanent steps within sixty (60) days of the date a mobilehome is moved onto the lot.

## 12. **ADDITIONAL INSTALLATIONS AND BUILDING PERMITS.**

(a) All accessory buildings and/or modifications on a mobilehome must receive written management approval prior to applying for a building permit. **TO AVOID ADDED EXPENSE AND INCONVENIENCE, ALWAYS CHECK WITH MANAGEMENT FIRST WHEN PLANNING ANY NEW INSTALLATION TO YOUR SPACE OR HOME.**

(b) A building permit must be obtained for any and all structures, storage buildings, etc. No structure or building shall exceed the height of the side eave line of the home.

(c) Permits required by both the local and state governments for installation of all structures shall be the responsibility of the homeowner. Plot plans shall be to scale, be approved by property manager and shall include:

- (1) Home site, including accessory buildings
- (2) Utility placement
- (3) Yard setbacks and lot lines.
- (4) Proposed additions.

13. **LANDSCAPING.** The entire lot shall be landscaped. Landscaping consists of all plant life, including ground cover and planter, irrigation systems (above and below ground), fences, windbreaks, trellises and pots which are visible from other lots or the common areas.

(a) The lot must be kept free of weeds and be covered with grass, shrubs, plants, bark, rock, cinders or otherwise attractively planted.

(b) All plants shall be trimmed, pruned and edged to maintain the shape, control growth and to present a neat, attractive appearance. This will include controlling trees and roots so that they do not grow on, or extend into, an adjacent lot or the common area, nor brush against or damage a mobilehome, structure, asphalt, paving or skirting. Trees designated as Park trees will be maintained by the Park.

(c) Removal of a tree or shrub requires management's approval, which will not be reasonably withheld.

(d) Irrigation plans must have written approval of management prior to installation.

(e) The resident is responsible for the cost and repair of all damage to underground utilities and drainage facilities caused by the resident. Easements for the installation and maintenance of utilities and drainage facilities have been reserved throughout the park, as shown on the plan which is kept in the maintenance office. Within these easements, no structure, planting or other material will be permitted which may damage or interfere with the installation and/or maintenance of utilities, or which may change the direction or flow of drainage channels in the easement. Management must be consulted prior to any digging on the lot in excess of two (2) feet in depth.

(f) Landscaping shall be completed within sixty (60) days of setting a new mobilehome or completion of a major alteration to an existing mobilehome.

(g) Lots are to be maintained in a clean, neat, attractive and weed-free condition at all times.

14. **UNAPPROVED MATERIALS.** The following materials shall not be used on the exterior of the mobilehome, additions, improvement, or any location on the lot where they would be visible from another homesite or from the common area.

(a) Roll shades, hanging shades or drapes of bamboo, reed, wicker, stick, wood, canvas, cloth, plastic, fiberglass, or any similar material.

(b) Panels, screens, or sections attached to and extending between sections of the mobilehome and/or other structures made of the above-described material or of corrugated metal, opaque or colored fiberglass sheeting, lath or wood.

(c) Fencing material such as chainlink, wire, wood or wrought iron, except as a fence which has been approved by management in writing.

15. Owners of existing homes are encouraged to upgrade their homes to meet these standards, however, upgrades are not required of current owners unless it is necessary for the health and safety of the residents. Certain upgrades may be required upon resale of an existing home.

## G. OPTIONS

1. **STORAGE SHED.** All storage sheds must be manufactured of anodized material or wood and be painted to match the exterior of the mobilehome.

(a) The location of the shed must be approved by management, in writing, and conform to city, county and park regulations.

(b) No more than two (2) storage sheds per space will be permitted. The combined total floor area of storage space shall not exceed one hundred (100) square feet in accordance with Title 25.

2. **ANTENNAS.** Antennas and dishes are not encouraged, although one (1) FM antenna, not extending 18" above the roof line and one (1) 18" satellite dish may be permitted. Any installation must be done so as not to be seen from other homeowners or from the common area. Written management approval is required prior to any installation. Failure to receive this approval could result in the cost of having to either move or remove the equipment.

3. **EXTERIOR LIGHTING.** Any outside lighting must not exceed sixty (60) watts. Type and placement must not be objectionable to neighbors nor done in such a way as to cause a traffic hazard.

4. **AIR CONDITIONERS.** Prior written approval of management is required for the location and installation of air conditioners and evaporative coolers.

5. **APPLIANCES** are not permitted outside the home. Washing machines, dryers, refrigerators, freezers, water softeners, spas, hot tubs, etc. may only be installed inside homes or storage sheds.

6. **FENCES:**

(a) May not exceed three (3) feet in height

(b) Are only allowed on the rear two-thirds of the lot and may not extend past the front edge of the mobilehome, nor across the front of the driveway.

(c) Fencing must be made of appropriate materials. No chicken wire, etc.

(d) Management's written approval is required prior to any fence being erected.

7. Windscreens, greenhouses, glass houses and similar structures are prohibited.

#### H. MOBILEHOME LICENSING AND COMPLIANCE

1. Each home must display a current California license plate or HCD sticker.

2. The homeowner shall maintain the home and all improvements so that they are in compliance with all laws, ordinances, directives, rules, regulations, instructions, etc. of state, county, city and other regulatory agencies.

#### I. MAINTENANCE OF HOME AND LOT

1. The mobilehome and all improvements shall be maintained in a neat, clean, attractive condition and in good repair.

(a) For the purpose of this section, "improvements" shall be defined as any structure, building, addition, landscaping, fencing, walls, sheds or paving on the homesite.

(b) Worn, damaged, deteriorated, rusted and rotted parts and material shall be restored to original condition or better, or repaired or repainted as required.

(c) Concrete parking area and walkways on the lot shall be maintained free of cracks, breaks, and potholes. Oil, grease, or any slick or sticky substances shall immediately be removed.

(d) Painted surfaces which are dull, faded, chalky or deteriorated shall be repainted.

(e) Yards shall be maintained free of debris, garbage, trash and leaves.

(f) No items may be stored outside of the utility shed with the exception of bicycles, patio furniture and barbecue grills.

(g) All exterior holiday decorations must be taken down within thirty (30) days of the holiday.

2. If the homeowner fails to maintain the land and premises upon which the mobilehome is situated in the manner described herein, after proper notification to the homeowner of deficiencies to be corrected, management will, pursuant to California Mobilehome Residency Law (Section 798.36) correct the specific deficiencies at the homeowner's expense. Charges for such maintenance will be billed on the next regular monthly rent statement.

#### J. GENERAL RULES

1. **CONSTRUCTION.** All construction projects must conform to the specifications in sections G and H above. Construction must be completed within ninety (90) days if no shorter period has been specified above.

(a) During construction the site, mobilehomes, streets and common areas must be maintained in a clean, neat and orderly condition at all times. Debris and waste must be removed from the work site daily.

(b) Construction equipment and material shall not be stored or left in the street, but rather must be stored on the mobilehome lot.

(c) The resident is responsible for the removal of all remaining construction material and debris and for the cleanliness of the site and adjacent common area upon completion of any construction. If, within fourteen (14) days after notification to clean the area the resident fails to do so, management may clean the area and bill the resident for the cost.

2. **LAUNDRY FACILITIES.** Laundry room hours are posted in the laundry rooms. Users shall remove clothes from washers and dryers as soon as they are ready so that others can use the machines. Homeowners are requested to clean up the area and to report any problems with the machines to park management promptly. Laundry may be hung in the designated drying areas only, not at the homesite.

3. **VEHICLE CONTROL.** Each household is permitted the number of motor vehicles that can be parked on it's carport and driveway.

(a) Parking on street is prohibited except for pickup and delivery.

(b) No overnight parking in guest parking areas without prior written management approval.

(c) All licensed motorized vehicles, except golfcarts, belonging to residents must be registered with management. Motorcycles are prohibited unless are the sole transportation of resident(s).

(d) Dune buggies, mopeds and other off-road vehicles are not permitted to be driven on park premises.

(e) Vehicles, boat or trailer repair, maintenance and painting is prohibited in the park except for emergency repairs. Car washing is permitted in the designated car wash area only.

(f) Vehicles must be operated in a safe manner. The recommended speed limit is ten (10) miles per hour in the park. Pedestrians, golfcarts and bicycles have the right of way.

(g) All vehicles must be currently licensed and in operable condition. All vehicle drivers must have the appropriate license.

4. **RV STORAGE.** The Park's RV storage lots are provided for the homeowners' convenience, however, unoccupied space may be rented to non-residents at the sole discretion of management. The park owner disclaims responsibility and accepts no liability for theft or damage of any property stored therein.

(a) Each homeowner using the storage lot must register the stored vehicle at the park office, sign the standard storage agreement, pay the monthly storage fee and park only in the assigned space.

(b) RV's and boats of all types must be stored in the storage lot overnight. Occupancy of stored RV's is prohibited.

(c) RV's, boats and other large units are permitted to park in front of homes for short periods for loading and unloading during daylight hours only. Tow vehicles must remain hooked up during this time.

(d) Guest RV parking must have prior written management approval.

5. **QUIET AND SAFETY.** Obnoxious or offensive activities that are annoyance to other homeowners are prohibited.

(a) Homeowners and contractors must limit the use of power tools and landscaping equipment to the hours between 8:00am and sundown.

(b) Skateboarding, roller skating (including roller blades) and Frisbee throwing are prohibited.

(c) The use of firecrackers and other fireworks, fire arms and other weapons is prohibited throughout the park.

(d) Residents must not disturb others with loud radios, television, stereos and voices, particularly between 10:00 p.m. and 8:00 am.

(e) Storage of gasoline and other explosive or highly flammable substances is permitted only if the container and storage place are inspected and approved in writing by the local fire department.

6. **PETS.** Eden Roc only allows small indoor pets less than 20 pounds. Pets are not permitted to be walked or run loose in the streets or common areas. If a resident chooses to have a small dog, it must be registered with the park office and must be properly licensed by the city and/or county. Pets will be permitted within the confines of the resident's homesite provided it is accompanied at all times by the resident, is properly secured and does not provide an annoyance to neighbors. Homesites must be kept clean and free of animal feces at all times.

If there are three (3) incidents involving a pet reported to the park management, the owner may lose the privilege of keeping a pet on park property.

7. **SWIMMING POOL AND SPA.** The swimming pool is primarily for resident use. Homeowners may bring guests to the pool if they do not intrude upon the enjoyment of others using the pool.

(a) Use of the swimming pool and spa is at the risk of the user. **NO LIFEGUARD IS PROVIDED** in the pool area.

(b) Pool regulations are posted at the pool area and are applicable to all users. Execution of these Rules and Regulations acknowledges acceptance of the posted regulations as well. The posted regulations may be changed from time to time without additional notice.

(c) ~~Children 14 years of age and under may not use the pool without a responsible resident being present. Diaper age children are not allowed in the pool. No children under the age of 14 are allowed in the Jacuzzi at any time.~~  
Children 14 years of age and under may not use the pool without a responsible resident being present. Diaper age children are not allowed in the pool. No children under the age of 14 are allowed in the Jacuzzi at any time.

8. **CLUBHOUSE.** The clubhouse is primarily intended for the enjoyment of the Park residents, however, park management at their sole discretion may use the facilities for business or civic functions when they do not conflict with regular resident activities. The main clubhouse may be used for private parties, so long as the clubhouse is also available to all residents and does not conflict with any regularly scheduled function. Management may approve use of the card room for small private functions under some circumstances. **ALL INDOOR CLUBHOUSE AREAS ARE DESIGNATED NO SMOKING AREAS.**

K. Eden Roc Estates is located within the City of Hemet, County of Riverside, and is zoned for use as a mobilehome park.

L. Exceptions, exclusions, or changes to these Rules and Regulations must have prior written management approval.

M. **LIABILITY FOR DAMAGE.**

Resident's agree that all personal property, including mobilehomes placed on the lot shall be at the resident's risk and Eden Roc Estates shall incur no liability for loss or injury with respect hereto or with respect to any property or persons due to causes including, but not limited to, faulty installation of the home, fire, explosion, flood, smoke,

water escape, change in level of underground water, water-related storm damage, wind storm, hail, lightning, aircraft, vehicles other than those operated by or for the Park, earthquake and insect damage of any nature whatsoever, unless caused by the negligent or intentional acts of Eden Roc Estates. Residents further agree to hold harmless Eden Roc Estates from any liability arising from injury to persons or property caused by any act or omission of the resident, his family, licensees or invitees.

#### N. STATE AND MUNICIPAL LAWS

The above rules and regulations supplement state and municipal laws governing mobilehome parks and each resident occupies his/her space subject to said state and municipal laws and these rules and regulations. Attached to these Rules and Regulations is a copy of the State of California Code provisions - Mobilehome Residency Law. Additional copies are available at the Park office.

#### O. COMPLAINTS

Complaints and reports of violations of these park rules must be in writing, signed and, except for emergencies, presented to management during normal working hours. A separate report should be made for each violation noted. If a serious situation exists, the park office should be notified immediately by phone, with a written report made on the next normal working day. **DIAL 911 IN CASE OF FIRE OR OTHER EMERGENCY, DO NOT CALL PARK OFFICE.**

#### P. SIGNS

Signs, notices and directives posted by Management in the Park are incorporated into these Rules and Regulations. These signs, notices and directives may be changed from time to time, by Management, as per state law.

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*A failure of Management to insist that residents comply with any of the terms, conditions or provisions of these Rules and Regulations shall not be construed by residents that Management will in the future waive or relinquish any right Management may have based on these Rules and Regulations. A waiver by Management of any failure of a resident to comply with any term, condition or provision of these Rules and Regulations shall not constitute a waiver of any future requirement to comply.*

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# EDEN ROC MOBILEHOME VILLAS

## PET AGREEMENT

This agreement is mandatory for all residents desiring to retain a pet on their space. Management may refuse permission to obtain a pet if an excessive number of pets exist in the Park, or if the nature of the pet may be detrimental to Park operations and/or living standards.

Only two (2) in-house domestic pets per space may be permitted, and it/they may weigh no more than 25 pounds each at maturity.

All information requested below must be provided prior to Park's approval.

Pet name(s): \_\_\_\_\_

Type: Dog \_\_\_\_\_ Cat \_\_\_\_\_ Spayed: Yes \_\_\_\_\_ No \_\_\_\_\_ Other: \_\_\_\_\_

Male: \_\_\_\_\_ Female: \_\_\_\_\_ License No's: \_\_\_\_\_

Breed(s): \_\_\_\_\_ Color: \_\_\_\_\_

Age(s): \_\_\_\_\_ Weight(s): \_\_\_\_\_

Veterinarian: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

I acknowledge that I do have a pet(s) at this time. By my signature below, I acknowledge that I have read and agree to abide by the Eden Roc Rules and Regulations and the Pet Rules, a copy of which is attached hereto, at all times. I further acknowledge that I have received a copy of the Pet Rules.

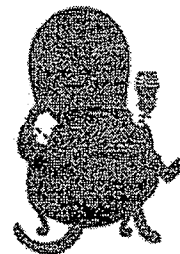
Signature: \_\_\_\_\_  
Resident

Date: \_\_\_\_\_

Resident Space No. \_\_\_\_\_

Signature: \_\_\_\_\_  
Park Manager

Date: \_\_\_\_\_



## EDEN ROC MOBILEHOME VILLAS

### PET RULES

1. All pets must be licensed and the licenses must be current. Licenses must be maintained through residency, if required by City or County.
2. Pets must be properly vaccinated at normal intervals.
3. Cats must be spayed prior to admittance to the Park.
4. Only two (2) pets per space may be permitted, and it/they must weigh no more than 25 pounds when full grown.
5. If your pet causes any disturbance, such as barking, snarling, growling, etc., which is regarded as a nuisance, you may be required to remove it/them from the Park.
6. Pet droppings must be properly disposed of in a timely manner, whether on your space or in areas adjacent to the Park.
7. When pets are taken for exercise, they must be carried in your arms or in your car and taken off the premises of the Park for the exercise, returning the same way.
8. Pets must be confined to the resident's mobilehome and lot. When a pet is outside the mobilehome, it must be under constant supervision of the responsible person, and on a short leash. Pets are not allowed anywhere in the Park except the owner's space or another resident's space when invited.
9. Pets are not to be of a temperament that would not allow Park employees access to the leased space.

By my signature below, I acknowledge and agree to the above Pet Rules.

Signature: \_\_\_\_\_  
Resident

Date: \_\_\_\_\_

Resident Space No. \_\_\_\_\_

Signature: \_\_\_\_\_  
Park Manager

Date: \_\_\_\_\_