

# **SKYLINE MOBILE PARK RULES AND REGULATIONS**

**March 1, 2025**

**This Park is an Equal Housing Opportunity Provider**

**We do business in accordance with the Federal Fair Housing Law**



**IT IS ILLEGAL TO DISCRIMINATE AGAINST ANY PERSON BECAUSE OF RACE,  
COLOR, NATIONAL ORIGIN, RELIGION, SEX, HANDICAP OR DISABILITY, FAMILIAL  
STATUS, MARITAL STATUS, SEXUAL ORIENTATION OR ANY OTHER PROTECTED  
CLASS.**

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Torrance, CA 90505  
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# SKYLINE MOBILE PARK

## RULES AND REGULATIONS

### 1. INTRODUCTION.

#### 1.1. Introduction to Rules and Regulations.

These Rules and Regulations have been developed as a basis for good relations within Skyline Mobile Park and to promote uniformity and consistency of standards and practices for the betterment of the management and residents. The spirit behind these Rules and Regulations is the Golden Rule: "Do unto others as you would have others do unto to you." We trust we have your complete cooperation not only to keep Park standards high and to maintain a happy and friendly atmosphere, but also to assure each a maximum of convenience and comfort. All Rules and Regulations will be integrated and applied in a reasonable manner. These Rules and Regulations supersede any other Rules and Regulations.

#### 1.2. Park Status.

Skyline Mobile Park is an all-age Park with no minimum age requirement for Residents.

#### 1.3. Definitions.

These Park Rules and Regulations are an important part of your rental agreement. Please read them carefully and direct any questions you might have to the Park manager. In these Rules and Regulations the following terms will have the following definitions unless the context or their usage indicates that a different definition is intended.

##### 1.3.1. "Homeowner"

"Homeowner" means the person(s) who have a tenancy in the Park under a rental agreement.

##### 1.3.2. "Resident"

"Resident" is a Homeowner or other person who lawfully occupies a mobilehome.

##### 1.3.3. "Owner"

"Owner" means the legal owner of the Park and includes both ownership and management (past, present and future) and each of their past, current and future legal and beneficial principals, and each and all of their past, current and future partners, directors, members, representatives, officers, employees, attorneys and agents. For those provisions of this Agreement that are for the protection or benefit of Owner (including, but not limited to, provisions that waive Homeowner's claims or rights, release or discharge Owner, or acknowledge, represent or warrant to Owner), "Owner" includes Owner's past, present and future principals, and representatives including but not being limited to Owner's professional management companies, independent contractors, employees, agents and attorneys. The parties agree

that this definition provides more protection to these managers and other representatives than they would otherwise enjoy, but the parties acknowledge that said managers and representatives have such protections here.

1.3.4. "Park"

"Park" means Skyline Mobile Park.

1.3.5. "Recreational Facilities", "Park Facilities" and "Common Areas"

"Recreational Facilities", "Park Facilities" and "Common Areas" represent those facilities and areas of Skyline Mobile Park which are generally open for use by Homeowners, Residents, Additional Occupants and their accompanied Guests.

1.3.6. "Lot"

"Lot" means the real property portion of the Park designated or used for the occupancy of one mobilehome, which real property is rented to Homeowner by Owner, and the area one foot (1') below and sixteen feet (16') above grade. The boundaries of the real property rented to Homeowner shall be the lesser of either (1) the lot lines as determined by a governmentally approved survey or by a recorded plot plan, or (2) the apparent physical boundaries of the Lot as they exist at the time of execution of the rental agreement. However, if the area necessary to comply with setback requirements of state and local agencies comprises a smaller area than stated above, then this smaller area shall comprise the "Lot."

1.3.7. "Mobilehome"

"Mobilehome" is defined as described in the Mobilehome Residency Law § 798.3.

1.3.8. "Mobilehome Residency Law"

"Mobilehome Residency Law" means the most current version of the California Civil Code § 798, et seq.

1.3.9. "Additional Occupant"

"Additional Occupant" includes persons sharing occupancy of the Lot pursuant to California Civil Code § 798.34, such as a companion or live-in caregiver.

1.3.10. "Guest"

"Guest" includes anyone visiting or residing with the Homeowner who does not have a tenancy with the Park and does not have the right to regularly occupy the Homeowner's mobilehome. Unless noted to the contrary, "Guest" also includes agents, employees, persons living with Homeowner allowed by the Mobilehome Residency Law, invitees, permittees, licensees or other persons in the Park at the invitation, request or tolerance of Homeowner.

1.3.11. "Companion"

A Homeowner who is living alone in the mobilehome and who wishes to share

occupancy of their mobilehome with one (1) other person, to be designated as the Homeowner's "Companion" may do so, and Park Management shall not impose a fee for that person. A Homeowner may only designate one (1) person at a time as a "Companion" and shall not designate more than three (3) "Companions" in total during any calendar year, unless otherwise authorized by Park Management".

#### 1.3.12. "Live-in Caregiver"

Homeowner may share their mobilehome with any person over eighteen (18) years of age if that person is providing live-in health care, live-in supportive care, or supervision to the Homeowner. Park Management may require written confirmation from a licensed health care professional of the Homeowner's need for the care or supervision, as provided for in Civil Code § 798.34(c).

#### 1.3.13. "Approval"

"Approval" means that the Owner's prior written approval must be obtained by Homeowner before Homeowner commences any such action requiring Owner's approval. If Owner's prior written approval is required, Homeowner shall submit a written request to Owner, which describes the action Homeowner proposes to take.

## 2. COMPLIANCE WITH RENTAL AGREEMENT AND RULES AND REGULATIONS.

### 2.1. Compliance with Rental Agreement.

Homeowner shall not violate any term, condition or provision of the rental agreement applicable to Homeowner's tenancy in the Park.

### 2.2. Compliance with Rules and Regulations.

Homeowner will ensure that Homeowner, Residents, and Homeowner's Additional Occupants and Guests shall comply with these Rules and Regulations. The basic rules and regulations applicable to everyone are that all will (1) behave reasonably and be respectful of the legitimate rights of others, (2) do nothing to unreasonably adversely affect others, (3) do nothing that unreasonably endangers anyone or other person's property, and (4) not trespass, enter, invade, or touch the property of another without express or implied permission.

If one of your neighbors, another Homeowner, Resident, Homeowner's Additional Occupant or Guest is disturbing you, it is agreed that you will affirmatively contact the person and make a reasonable effort to resolve and remedy the disturbance. Owner shall have no responsibility, duty, or obligation to intercede in a "neighbor vs. neighbor" dispute, except as required by law. If the disturbance is of a criminal nature, then you should immediately contact the appropriate authorities or law enforcement agency and then contact the Park Management and fill out a complaint form. To report an in-progress, life threatening emergency, call 911.

### **3. OCCUPANCY LIMITS/USE OF SPACE.**

#### **3.1. Number of Occupants.**

The number of occupants of a mobilehome shall be limited to two (2) persons per the number of bedrooms present in the mobilehome, plus one (1) additional person per mobilehome. A bedroom is defined as a living space which is designed for sleeping and which has closet space and a window but does not have plumbing.

#### **3.2. No Commercial Activity.**

The mobilehome and Lot shall be used only for private residential purposes and no business or commercial activity of any nature shall be conducted thereon, except for home occupation businesses, which are properly licensed by the City in which the Park is located and meet all City requirements. Notwithstanding the foregoing, the following commercial or business activity is prohibited.

Sharing residency of any Lot through a referral service (whether commercial or nonprofit) including but not limited to any website such as AirBNB, Vacation Rentals by Owner (VRBO), etc.

Any activity inconsistent with lawful and enforceable Park zoning and any conditional use permits, which would increase the risk of harm to the Owner or to any other person or property.

Any activity which increases insurance costs to Owner or Homeowner or affects the ability to obtain insurance.

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 mobilehome, or result in manufacturing of anything, require additional employees or other persons on the Lot or affect parking.

#### **3.3. Mobilehome Occupancy by Registered Owner.**

At all times at least one (1) Homeowner must be the registered owner of the mobilehome that occupies the Lot and must reside in the mobilehome as his or her primary residence. Each application for residency is based solely upon the applicant's qualifications; guarantors are not accepted. Each applicant for residency must represent, in writing, to the Park that the Lot is, and will be, the applicant's permanent and primary place of residency and that no other person will reside in the mobilehome on the Lot without the applicant's presence regardless of whether they have been listed on the application or rental agreement as a Resident or Additional Occupant.

#### **3.4. Guests and Additional Occupants.**

##### **3.4.1. Guests Must Register**

Guests must register with the Owner if they stay with Homeowner more than a total of twenty (20) consecutive days or a total of thirty (30) days in a

calendar year. With the exception of a Companion or Live-in Caregiver as set forth in Civil Code § 798.34, if any Guest stays beyond the foregoing periods, Homeowner will be charged a reasonable fee as set forth in the rental agreement for each day following the expiration of such period.

**3.4.2. Guests, Companions, Live-in Caregivers and Additional Occupants - Rules and Regulations**

Homeowner agrees to acquaint all Guests, Companions, Live-in Caregivers and Additional Occupants with the conditions of tenancy of the Park, including, but not limited to the Park's Rules and Regulations. Guests, Companions, Live-in Caregivers and Additional Occupants shall have no rights of tenancy in the Park, and any agreement between Homeowner and any Guest(s), Companion(s), Live-in Caregiver(s) or Additional Occupant(s) will not change the terms and conditions of the rental agreement between Park and the Homeowner.

**3.4.3. Guests, Companions, Live-in Caregivers and Additional Occupants - Use of Recreational Facilities**

Companions of Homeowner are permitted to use the Recreational Facilities without the Homeowner being present. Guests or Additional Occupants of Homeowner are permitted to use the recreational facilities only while accompanied by Homeowner. Live-in caregivers are not permitted to use the Recreational Facilities unless their Homeowner care-recipient is present.

**3.4.4. Violation of the Park Rules and Regulations**

A violation of the Park Rules and Regulations by a Resident, Guest, Companion, Live-in Caregiver or Additional Occupant, shall be deemed a violation of the Rules and Regulations by the Homeowner and subject to termination pursuant to Civil Code § 798.56(d).

**3.4.5. Recreational Facilities – Capacity**

Owner reserves the right to make a reasonable determination whether the Park's recreational and other facilities can accommodate all Homeowners and their Guests, Companion, Live-in Caregiver or Additional Occupants and, therefore, Owner may refuse any Guests, Companion, Live-in Caregiver, or Additional Occupants access to said facility if the Guests, Companion, Live-in Caregiver or Additional Occupants' presence would reasonably detract from the use and enjoyment of these facilities by other Homeowners and any Guests, Companion, Live-in Caregiver or Additional Occupants who are then using the facility.

**3.5. Responsibility of Homeowner.**

Homeowner is personally and fully legally liable and responsible for all the actions and conduct of their Residents, Guests, Companion, Live-in Caregiver and/or Additional Occupants while in any location within the Park, as though the actions and conduct were the Homeowner's. Homeowner releases and agrees to indemnify and provide a defense to Owner from and against all liability resulting from, in whole

or part the presence of a Resident, Guest, Companion, Live-In Caregiver, and/or Additional Occupant while on or near Park property.

### **3.6. Subletting.**

Homeowner shall not sublet, assign, lease, rent or otherwise allow any person to occupy the Lot for a fee or other enumeration except with the written consent of Owner. Consent by Owner shall not be unreasonably withheld. Subleasing may be permitted only under the following conditions: (1) A notice of intent to sublease is submitted by Homeowner for Park's written approval not less than thirty (30) days before commencement of the subleasing; (2) The proposed sublessee must complete an application for tenancy and must be approved for residency based upon criteria applicable to prospective purchasers under Civil Code § 798, et seq., including a reasonable determination of the ability of proposed sublessee to pay rent and to comply with the Park's Rules and Regulations. Accordingly, the proposed sublessee must: (a) Be presented to Owner and be approved by Owner; (b) Agree in writing to permit the Park to obtain a credit report from a credit bureau regarding proposed sublessee's credit history; (c) Pay a fee as may be permitted by the Mobilehome Residency Law for a credit investigation; (d) Be accepted in writing by the Park; (e) Execute a sublease in a form provided by the Park, which incorporates the duties required by this Agreement where applicable. Such execution must be accomplished at least three (3) days prior to the proposed sublessee taking possession of the Lot or mobilehome; (f) Execute a copy of the Rules and Regulations; and (g) Disclose all agreements between Homeowner and proposed sublessee.

Any subleasing of the Lot or mobilehome shall be null and void unless the Homeowner and proposed sublessee have complied with the terms and conditions of this Agreement. If Homeowner or proposed sublessee fail to comply with the provisions of this section, the sublessee shall have no rights of tenancy and may not reside on any basis in the mobilehome or on the Lot. The Park may require that Homeowner and the sublessee execute further residency documents reasonably necessary to protect Owner's interest.

If a sublessee has received approval by Owner, such sublessee may be permitted to occupy Homeowner's mobilehome and to use the recreational facilities. During the term of the sublease, the sublessee shall have the exclusive rights of possession and occupancy while the sublease is in effect and Homeowner shall have no such rights. Sublessee shall perform all duties and covenants of this Agreement as may be defined further in the sublease.

This Agreement may be terminated, at the sole option of the Owner, if Homeowner sublets the Lot or mobilehome in violation of this Agreement. Nevertheless, Owner retains the right to sublet any Lot or mobilehome located on any Lot within the Park.

Beginning with the sublessee's occupancy, Owner retains the option to increase the adjusted Base Rent under this Agreement to that amount of "consideration" (as defined in this subparagraph) agreed to be paid by sublessee to Homeowner for the sublease. Any increases under this Agreement shall become effective immediately

and automatically upon the effective date of any sublease. Any increases in rent, utilities, or other charges which are payable by Homeowner under this Agreement shall also continue to apply. Sublessee's "consideration" for the purpose of this paragraph shall include all monetary consideration charged to the sublessee by Homeowners which related to the occupancy of the Lot and the mobilehome, including, but not limited to, the use and enjoyment of the mobilehome, equipment, accessory structures, and for the use of the Park's common areas and facilities. Sublessee shall pay the "consideration" directly to the Park on behalf of the sublessor at Owner's sole option. Any such payment or performance shall not be construed as an agreement by Owner to make the sublessee a Homeowner. Moreover, Owner retains the option to increase the Base Rent (the Base Rent then in effect for the month immediately preceding the effective date assignment or transfer) in addition to any other rental adjustments provided for in this Agreement.

In the event that there is a change in applicable law limiting or otherwise affecting the Park's ability to increase rent or other charges due under this Agreement, then Owner shall have the right to immediately terminate the right to sublease and subleasing shall no longer be permitted. Subletting includes, but is not limited to, any of the following: subletting, assigning, leasing, renting or otherwise allowing any person other than Homeowner to occupy the Lot for a fee or other consideration, regardless of the time period.

Homeowner and sublessee, jointly and severally, shall be obligated to perform all duties required under this Agreement and under the sublease, and to such purpose, both sublessee and Homeowner shall be considered joint partners, and the termination of tenancy of either such partners shall apply of equal force and effect to both. Homeowner and sublessee further warrant and guarantee all required performance by either partner. In the event of default, Owner may terminate tenancy by joinder of the sublessee, or Homeowner, or both, and Homeowner agrees that any legal process to recover possession may be commenced exclusively against the sublessee. Notices served on sublessee shall be deemed served on Homeowner.

Homeowner and sublessee shall provide the Park immediately with any amendments, addenda or modification of the agreements between Homeowner and sublessee without further demand or request of the Park. Any failure to so or failure to make full disclosure of all terms of agreement between Homeowner and sublessee shall be grounds to prohibit subleasing by Homeowner and to require the immediate termination of any sublease.

### **3.7. Signage.**

#### **3.7.1. Signage – General**

All exterior signs and advertising flags, including, but not limited to "For Sale" signs, are prohibited except as permitted herein.

#### **3.7.2. For Sale Signs**

A Homeowner may place a sign in the window of the mobilehome, on the side

of the mobilehome facing the street, or by a sign in front of the mobilehome facing the street, stating that the mobilehome is for sale. Any Homeowner also may display a sign conforming to these requirements indicating that the mobilehome is on display for an "open house." However, "open house" signs are only permitted between the hours of 10:00 a.m. to 4:00 p.m. on the days a representative is onsite. The sign shall state the name, address and telephone number of the owner of the mobilehome or his or her agent and the sign face shall not exceed twenty-four (24) inches in width and thirty-six (36) inches in height. Signs posted in front of a mobilehome pursuant to this rule may be of an H-frame, A-frame or L-frame design with the sign face perpendicular or parallel to, but not extending into, the street. Homeowners may attach to the sign or their mobilehome tubes or holders for leaflets which provide information on the mobilehome for sale or exchange.

#### 3.7.3. Campaign Signs.

A Homeowner may place a campaign sign relating to a candidate for election to public office, or to the initiative, referendum or recall processes, in the window or on the side of the mobilehome or within the mobilehome site. The sign may not exceed six (6) square feet and the sign may not be displayed in excess of a period of time from ninety (90) days prior to an election to fifteen (15) days following the election.

#### 3.7.4. Advertising to the Public

Except as otherwise allowed by law, Homeowners may not advertise to the public, including any advertisement to invite members of public into the Park, including for meetings, garage sales, bake sales, and other similar events.

#### 3.7.5. Signs - Placement Restrictions

No signs, including but not limited to, "for sale" or "open house" signs are to be attached to or placed in front of any other Lots, Park signage, streetlights, streetlight poles, or Park structures, including, without limitation, the clubhouse or any common area.

### **4. MAINTENANCE AND STANDARDS FOR MOBILEHOME, ACCESSORY STRUCTURE AND LOT.**

The following standards have been developed to provide all Homeowners with the minimum requirements for the maintenance and care of the mobilehome and accessory structures installed on a Lot. In order to ensure architectural compatibility, construction, installation and maintenance standards must be adhered to. All exterior accessory buildings, and/or modifications on a mobilehome or Lot, including but not limited to, exterior painting, roofing, gutters, fences, landscaping, storage cabinet, and exterior lighting, must receive written approval by Park Management prior to application for building permits and/or start of work. Homeowners should always check with Park Management when planning any exterior change to his or her mobilehome or Lot before incurring any costs associated with the change.

Homeowners are cautioned that there are mobilehomes and Lots in the Park which contain accessory equipment and structures which no longer conform with present Park standards and regulations; therefore, Homeowner may not assume Homeowner's plans will be approved because the plans conform to accessory equipment and structures existing on other mobilehomes or Lots.

#### **4.1. General Maintenance.**

All accessories and related accessory components shall be constructed and installed in a "workmanlike" manner and maintained in good state of repair.

All improvements must be in accordance with all laws and regulations, with building permits and Management's prior written approval obtained for each project. Construction must be in a "workmanlike" manner that is aesthetically compatible with the mobilehome and be constructed out of material which has obtained written permission from Park Management.

#### **4.2. Steps/Decks/Porches/Ramps/Handrails.**

Steps, decks, landings, porches and/or ramps with sturdy handrails are required for each exterior door of the mobilehome. Walking surfaces shall be covered with indoor/outdoor carpeting, Trex, or other materials approved by Park Management. No animal enclosures, accordion type folding gates, wire screens, or mesh are permitted at steps, decks or porches. Lattice on porches, ramps, handrails and awnings is not permitted.

Each mobilehome shall be equipped with Park approved steps installed at every doorway to the mobilehome.

#### **4.3. Skirting.**

Skirting is required and must be constructed of the same material as the exterior siding of the mobilehome, or other Park Management approved material. Skirting shall securely surround the entire mobilehome to prevent animals from entering, with adequate cross ventilation provided. Any damaged skirting must be repaired within seven (7) days upon receipt of notice from Park Management. If a skirting material is no longer available, one of the other Park approved skirting materials may be used, however, all skirting around the mobilehome would need to be replaced to match. Reference Incoming Mobilehome Installation and Remodeling Standards for more information.

#### **4.4. Carports and Awnings.**

Carport and patio awnings are required. Carport awnings must be a minimum of ten feet (10') wide by forty feet (40') long, with exceptions for unique Lot configurations. Patio awning size requirements are based on Lot size and configuration. Awnings must be attached in compliance with all state and city codes and regulations. Awning columns/awning supports, and downspouts must be manufactured and vertically plumb and specifically engineered for local weather conditions, including wind. Runoff water shall be directed into the roadway gutters. Structurally damaged awning columns/awning supports shall be repaired immediately. If an awning column support or other component is no longer available, one of the other Park

approved awning materials may be used; however, all awning column supports or other components would need to be replaced to match.

Individual awnings ("eyebrow awnings") may be installed over windows, if the awnings are aesthetically compatible with the mobilehome and other awnings on the Lot and Homeowner obtains prior written permission from Park Management. No lattice, corrugated fiberglass or metal, canvas, cloth, screen, or roll-up type units are permitted to be installed on awning stanchions. Lattice is not permitted to be installed on carports, awnings, ramps, porch or stair railings.

#### **4.5. Storage Cabinets.**

Homeowner is required to have at least one (1) storage cabinet and may have a maximum of two (2) storage cabinets on a Lot, provided there is sufficient room on the Lot. The total, combined floor area of all storage cabinets on a Lot shall not exceed one hundred twenty (120) square feet. Storage cabinets must not exceed ten feet (10') in height from the foundation to the highest peak. Any utilities installed must have appropriate building permits. All mobilehomes with Hardiboard or Masonite type siding must have their storage cabinet constructed of the same material as the mobilehome. Shingle roofs, Hardiboard or Masonite type siding and colors shall be compatible with the appearance of the mobilehome. Plastic and Rubbermaid storage cabinets are prohibited.

A storage cabinet may be located immediately adjacent to the mobilehome on the Lot so long as: (1) the required exits and openings for light and ventilation of the mobilehome, cabana, or building component are not obstructed; (2) the location does not prevent service or inspection of the mobilehome or Lot's equipment or utility connections; (3) the separation requirements from structures on adjoining Lots is maintained, and (4) the placement of the storage cabinet is subject to Park's written approval.

#### **4.6. Awning Enclosures.**

Awning enclosures may only be placed on certain Lots and will be approved on a case-by-case basis, in the sole discretion of Park Management. All Homeowners must obtain prior written approval from Park Management prior to the commencement of construction. All applicable permits must first be obtained. Enclosures shall be manufactured, engineered units that are aesthetically compatible with the appearance of the mobilehome, constructed of aluminum and professionally installed with valid building permits. A minimum of fifty percent (50%) of the wall area of the enclosure shall be "open" and may be screened or enclosed with glass or "glassine" type plastic windows. Cabanas and ramadas are not permitted. All awning enclosures shall comply with § 1474, Title 25 of the California Code of Regulations.

#### **4.7. Electrical Service/Air Conditioners/Related Equipment.**

Homeowners or anyone working on behalf of a Homeowner, are expressly prohibited from attempting any repair, modification, or addition to a Park electrical pedestal. Due to the potential for overloading the Park's electrical distribution system, Homeowner must obtain prior written approval from Park Management

before the commencement of installation of electrically operated appliances such as air conditioners, electric clothes dryers, heat pumps, electric water heaters, electric kitchen ovens/stoves, and other electrical units. No electrical or refrigerated air conditioners are allowed to be hooked up to the Park's utility system. Homeowner agrees not to install electrical appliances that will use energy in excess of the engineered maximum capacity for Homeowner's Lot. Homeowner shall not install additional circuit breakers into the Park's service pedestals to increase their amperage. If Homeowner's electrical burden exceeds the calculated electrical capacity, Homeowner shall reimburse the Park within ten (10) days for all expenses incurred in remedying the situation created by the excessive electrical demands. Homeowner also agrees to hold Park harmless against any loss or damage incurred by reason of any injury to persons or property that occurs as a result of your Homeowner's electrical service. The safe connection of the mobilehome's utility system to the Park distribution system is Homeowner's responsibility. The Park retains the right to prohibit the use of any electrical appliance which would overload and strain the electrical distribution system in the Park.

All appliances installed must be in good operating condition and must not generate excessive noise or vibration. All appliances must be energized by the mobilehome's electrical system, meaning that Homeowner is not allowed to install additional circuit breakers into the Park's service pedestals to increase amperage. Air conditioning condensation water must be piped away from any structure and not be allowed to accumulate. Solar heating is generally not acceptable; however, exceptions may be made based on the architectural/aesthetic appearance of the solar heating unit and the location where it will be installed. No window room air conditioners or evaporative swamp coolers are allowed.

All installations pertaining to a heating and/or cooling system must be performed by a California state licensed contractor and Homeowner must obtain any permits required for installation. All outside electrical wiring, if any, must comply with state codes and regulations and be of weatherproof material.

#### **4.8. Exterior Lighting.**

Any exterior lighting must be of a type and placed so as not to be objectionable or a nuisance to other Homeowners in the Park or as would constitute a traffic hazard. Outside lighting is recommended by Park Management within these guidelines. Park Management reserves the right to reasonably determine whether exterior lighting is objectionable or a nuisance to other Homeowners. Any lights used on the exterior of Homeowner's mobilehome may only be a maximum of an incandescent lightbulb of 60 watts or the LED 60 watt equivalent and must be aimed only to portions of Homeowner's Lot, but not to any other Homeowner's Lot, mobilehome, or roadway.

#### **4.9. Fencing.**

Fences may only be constructed of vinyl, decorative brick, or block to a maximum height of forty-two inches (42") and must be approved by Park Management in writing prior to the commencement of construction. Other types of fences such as lattice, trellis, arbors, and archways must be approved by Park Management in writing, prior to construction. Fences along the rear lot line and side lot line, which

are constructed for windbreak or privacy, may not exceed six feet (6') in height. The top horizontal portion of any fence must be smooth with no sharp edges or spikes, with all posts anchored in concrete. To facilitate utility meter reading, maintenance and emergency response, the meter service area shall always be open and accessible and shall not be fenced in, locked, or enclosed. Fences installed across the front of the mobilehome are not allowed, nor are gates enclosing driveways. Note: some Homeowners may have fences existing as of the effective date of these Rules and Regulations, which do not comply with these Rules and Regulations. For these "grandfathered" Homeowners, so long as the fence was in compliance with the rules existing at that time, such fence may be maintained until such time as it falls into a state of disrepair, at which time the Park may require its removal.

#### **4.10. Antennas and Satellite Dishes.**

The following rules apply to the use and placement of antennas and satellite dishes on a mobilehome or Lot.

##### **4.10.1. Placement of Antenna**

For the placement of an antenna designed to receive over the air broadcast signals from local VHF and UHF television stations, prior written approval from Park Management is required respecting the placement and appearance of the antenna equipment. Regulations of the Federal Communications Commission (the "FCC") do not allow Park Management to prohibit installation of such antennas on homes; but they do allow reasonable restrictions. To maintain an attractive Park, Homeowners are strongly urged to rely on indoor antennas, or cable, rather than install visible outdoor antennas. Efforts have been initiated to urge change or reinterpretation of FCC regulations so that outdoor antennas may be prohibited. Homeowners are advised before spending money on an antenna that such an antenna may later be prohibited. If a Homeowner nevertheless decides to install an outdoor antenna, it must be affixed to the Homeowner's mobilehome or improvements within the Homeowner's Lot in a location not visible from the street. The antenna shall be no higher than twelve feet (12') above the roof line or larger than needed to receive a signal of reasonable quality. If such placement impairs the quality of reception, a partially visible antenna may be placed on the home or Lot in the most unobtrusive location possible, attractively shielded from view to the extent feasible. In all instances, the antenna should be securely affixed and placed in a manner that will not constitute a hazard. Plans for installation must first be approved in writing by Park Management.

##### **4.10.2. Placement of Satellite Dish**

For the placement of a satellite dish on a mobilehome designed to receive broadcast satellite service or other video programming services (referred to as a "satellite dish"), prior written approval from Park Management is required respecting the placement and appearance of the satellite dish equipment. Regulations of the Federal Communications Commission (the "FCC") do not allow Park Management to prohibit installation of satellite dishes of one-meter diameter (39") or smaller on homes; but they do allow reasonable restrictions affecting placement, appearance, or installation. A satellite dish installed by a

Homeowner of the Park must be affixed to the Homeowner's mobilehome or improvements within the Homeowner's Lot in a location not visible from the street. If placement in such a location impairs the quality of reception, a partially visible satellite dish colored to blend with its surroundings may be placed on the mobilehome or Lot in the most unobtrusive location possible and attractively shielded from view to the extent feasible. In all instances, the satellite dish must be securely affixed and placed in a manner that will not constitute a hazard. Satellite dishes larger than one meter (39") in diameter are prohibited. Plans for installation must first be approved in writing by Park Management.

#### 4.10.3. Homeowner Responsibility

Homeowner shall be responsible for all costs associated with any reception device that he or she installs including, but not limited to, all costs to (i) repair, maintain, relocate and remove any such reception device; (ii) repair damage to other property caused by the installation, maintenance or use of any such reception device; (iii) pay medical expenses incurred by the installation, maintenance or use of any such reception device; and (iv) reimburse and hold the Park harmless for all damages caused by the installation, maintenance and use of any such reception device.

#### 4.10.4. Applicable Laws

The laws applicable to satellite dishes and outside antennas are subject to change. Therefore, Homeowner is advised that changes in the law, court decisions and rulings by the FCC may affect their rights and obligations regarding the installation of satellite dishes and antennas in the future.

#### 4.11. **Spas, Hot Tubs, Pools.**

Installation of any spa, hot tub, pool, or accessory structure requires prior written authorization by Park Management and submission of the manufacturer's specifications for electrical or utility requirements. Spas, hot tubs and pools requiring anything other than connection to a 110-volt outlet on the mobilehome are not permitted. Building permits are required with utility connections completed by a California licensed electrical contractor. Spas, hot tubs and pools must be located in an inconspicuous area not visible from the Park's streets, subject to approval by Park Management and shall be covered and locked when not actually occupied. Strict Health Department water quality standards shall be followed at all times.

#### 4.12. **Earthquake Systems, Water Softeners, Damage.**

The Park strongly suggests that a California approved earthquake bracing/tie down system be installed under the mobilehome. If a Homeowner installs a mobilehome with earthquake-resistant bracing system, such system must be installed in compliance with the California Health and Safety Code and Title 25 of the California Code of Regulations and any requisite permit must first be obtained.

#### 4.12.1. Water Softeners

Water softeners that discharge salt-water brine into the Park sewer system are not permitted. Whole house water filter/conditioners are permitted so long as they do not require a modification to the Park's utility pedestal. In such a case, prior Park approval and a permit is required before such installation.

#### 4.12.2. Damage to Common Areas, Property of Others

Any damage to Park Common Areas or the property of others shall be Homeowner's financial responsibility. Due to underground utility hazards, Homeowner is required to receive prior written approval from Park Management before digging or driving rods or stakes into the ground.

#### 4.13. Structure Limitations.

Only prefabricated, commercially manufactured accessory equipment and structures installed by professional, California licensed contractors are permitted. No "homemade" equipment or structures are allowed. This includes, but is not limited to, storage cabinets, room additions and similar accessory structures.

Park Management retains the right to place additional requirements on Lots in unique locations, such as corner Lots.

#### 4.14. Permits.

Building permits, licenses, and other similar permission from governmental or quasi-governmental bodies or agencies are required and must be obtained before construction or installation of certain accessory equipment, structures, and appliances and all such appliances, equipment, and structures must comply with all federal, state, and local laws and ordinances. Only licensed contractors may do spray painting in the Park or install items which are required to be connected to the electrical, gas, or water supplies. Homeowner shall not change, connect to or modify any Park-owned utility located on his or her Lot or anywhere else in Park.

#### 4.15. Contractors Performing Work.

Each contractor performing work in the Park on a Lot must be registered with Park Management and must be properly licensed and adequately insured. It is the Homeowner's responsibility to see that anyone performing work at his or her Lot has proper, written authorization from Park Management prior to soliciting a bid or commencing work. The Park assumes no liability, express or implied, for the quality of work performed by contractors hired by the Homeowner or for any damages resulting therefrom.

All work, improvements and repairs that require a permit must be performed by a California licensed contractor or by an owner-builder that meets such requirements under California law. Only licensed contractors having adequate liability insurance and, if applicable, Worker's Compensation insurance are permitted to work in the Park. Park may require contractors to provide proof of license and insurance in advance of beginning any work.

Homeowner shall not allow any lien (i.e. mechanic's lien, materialman lien, lis pendens, etc.), claim, demand or other claim arising from any work of construction, repair, restoration, maintenance or removal done to or regarding the manufactured home or Lot, to be enforced against Owner and/or recorded against the Park property, and Homeowner will pay all liens, claims and demands before any action is brought to enforce them. Homeowner shall immediately take all possible action to protect Park's interests at all times. Homeowner shall hold Park free and harmless from all liability for any and all such liens, claims or demands, together with all costs and expenses, including, but not limited to, attorney's fees and court costs incurred by Park in connection with them. If any such lien, claim or demand is made, Park may require the Homeowner to discharge same within thirty days by either payment, deposit, or bond. If Homeowner fails to do so, in addition to any other rights or remedies Park may have, Park may procure the discharging of the lien, claim or demand by either paying the amount claimed to be due by deposit in court or bonding. Any amount Park pays or deposits plus all other costs and expenses incurred, including reasonable attorney's fees and costs in defending any such action or procuring the discharge of the lien, claim or demand, shall be payable by Homeowner as additional monthly rent on the first of the calendar month together with rent after written notice to the Homeowner on the next monthly billing.

No work, including the delivery of materials or other things which would cause noise or other disturbances, may be performed during curfew hours as codified by local regulations. All work, including the removal of equipment, materials and other things which might cause noise or other disturbances, is permitted only between the hours of 7:30 a.m and 6:00 p.m., Monday through Friday, and 9:00 am and 5:00 p.m. on Saturday. No work on Sunday is permitted except between the hours of 10:00 a.m. and 4:00 p.m., and then only if the work is being performed by the Homeowner.

**4.16. Utility Easements.**

Easements for the installation and maintenance of utilities and drainage facilities have been reserved throughout the Park. Within these easements no structure, planting, or other material will be permitted that may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow for drainage channels in the easement.

**4.17. Mobilehome Exterior Colors.**

Only colors contained in the Park's color palette, shall be permitted as exterior paint of the mobilehome. All Homeowners must obtain written approval of colors, including body, trim accents, from Park Management prior to the commencement of painting the exterior of the mobilehome.

## **5. INCOMING MOBILEHOME INSTALLATION AND REMODELING STANDARDS.**

Please refer to the Incoming Mobilehome Installation and Remodeling Standards document.

## **6. APPEARANCE AND MAINTENANCE OF MOBILEHOME AND LOT.**

This paragraph applies to all Homeowners, regardless of whether Homeowner is the original occupant of the Lot or mobilehome. Homeowner must maintain and be financially responsible for the repair and maintenance of the Lot and all improvements to keep them in good condition and repair and in a safe, neat, clean, attractive, and well-kept fashion at all times. This includes, without limitation, the following: the mobilehome, attachments thereto, accessory structures, fences, and landscaping. This will require Homeowner to wash, clean, paint and treat the Lot improvements as necessary to maintain their original appearance. All carports, concrete, asphalt, and other surfaces shall be kept clean and free from vehicle fluids and other damaging substances. Any damage must be repaired or replaced by Homeowner within seven (7) days of occurrence.

### **6.1. Garbage and Trash Disposal.**

Garbage must be wrapped and, with other refuse, must be placed in plastic trash bags and kept out of sight in an approved container. Homeowner shall not litter any area of the Park, nor shall any trash or rubbish be stored outside the mobilehome. Homeowner is responsible for ensuring all of Homeowner's garbage is securely sealed inside plastic bags so as not to attract insects, pests or animals. Combustible, noxious or hazardous materials must be removed from the Park and not placed in Homeowner's containers. All recyclable items must be kept in Homeowner's storage cabinet or trash containers with lids. Trash includes all grass cuttings, leaves, and other yard debris. Trash will be picked up periodically by the local refuse hauler. Only trash containers issued by refuse company may be placed at Homeowner's curbside; no materials may be left outside of the approved containers. Trash containers shall be placed at Homeowner's curbside no earlier than 12:00 p.m. on the day before the scheduled trash pickup. Empty trash containers must be promptly removed from the street and stored in an approved storage cabinet or otherwise not visible from the street or an adjacent mobilehome.

Dumpsters are provided in the Park for use by Park Management only. Items are not to be left outside of the dumpsters. Combustible, noxious or hazardous materials must be removed from the Park and not placed in the dumpster. Bringing trash from outside the Park to be disposed of in Homeowner's trash containers or Park dumpster is not permitted. Sanitary and health laws must be obeyed at all times.

### **6.2. Carports.**

Homeowner is responsible to repair damage to the Lot's concrete and/or asphalt surfaces caused by, but not limited to, oil drippings, anti-freeze, or gasoline spillage. If carport asphalt or concrete was installed by anyone other than the Park, the Homeowner will be responsible for the upkeep and maintenance.

### **6.3. Outside Storage.**

Nothing may be placed or stored outside of the mobilehome or storage cabinet(s) except as follows: Patio furniture that is designed for outdoor use, operable bicycles and barbecue equipment, all of which are to be maintained in an attractive and neat condition. Nothing is to be hung outside of the mobilehome or storage cabinet to dry or air, or for any other purpose, nor stored beneath the mobilehome, except hitches, wheels and lights removed from the mobilehome. No Homeowner may maintain more than two (2) storage cabinets on their Lot. The following are not allowed outside the mobilehome: upholstered furniture and appliances.

### **6.4. Grills, Bonfires and Firepits.**

One (1) gas or electric barbecue grill approved for use by Park Management may be placed outside the mobilehome. Burning of anything flammable (wood, paper, coal or any other material) is not allowed in the Park. Fire pits and bonfires are not permitted. Barbecue grills may not be transported to or used in the recreational facilities.

### **6.5. Flags and Flagpoles.**

Homeowner shall not display an excessive amount of flags, banners, wind chimes, bird feeders, or other items regularly outside of the mobilehome, to avoid causing a nuisance to other Homeowners in the Park. Flags shall not exceed thirty-six (36) inches by sixty (60) inches. No permanent flagpoles are permitted. Flagpoles which are four (4) feet or less in length, which are designed to be mounted on the front of the mobilehome and easily removed for storage, are permitted.

### **6.6. Outdoor Decorations.**

Any lighted decoration and/or lights used on the outside of Homeowner's mobilehome must be UL approved and are subject to Park Management's approval.

### **6.7. Holiday Decorations.**

Holiday decorations may only be displayed for thirty (30) days prior to and no longer than two (2) weeks after a holiday. Any lightbulb used on the exterior of Homeowner's mobilehome may only be a maximum of sixty (60) watts and must be aimed only to portions of Homeowner's Lot, and not to any other Lot, mobilehome, or Common Area, including the Park's streets. Only UL approved holiday lights and decorations shall be used on Homeowner's Lot. Any decoration and/or lights used on the outside of Homeowner's mobilehome must be UL approved and are subject to Park Management's approval.

### **6.8. Mobilehome Window Coverings.**

All windows must have drapes, curtains, blinds, or shutters which are aesthetically pleasing, and must be maintained in good condition and repair at all times. Window, glass, and window screens must be maintained in very good order with no cracks, holes, rips, or tears. Items such as aluminum foil, bed sheets, drop cloths, etc., shall not be used as window coverings. Fiberglass or bamboo roll-up type shades are not permitted outside the mobilehome or accessory structures.

### **6.9. Enforcement.**

Park may, in accordance with Civil Code § 798.36, charge a reasonable fee for services relating to the maintenance of the land and premises upon which the mobilehome is situated in the event the Homeowner fails to maintain such land or premises in accordance with the Rules and Regulations of the Park.

### **6.10. Pedestal Area.**

The utility pedestal area (electric, gas, water, and sewer hookups) must be accessible at all times with an unimpeded access way, must remain unobstructed at all times and have adequate clearance. If the Park gas or water shut-off valves for the main lines are located on Homeowner's Lot, they must be kept uncovered and accessible at all times. Homeowner will bear the cost of any repairs to any utility damaged by Homeowner.

### **6.11. Maintenance Duties Concerning Mold.**

Homeowner is responsible for moisture, accumulated water and mold on the Lot. Homeowner shall maintain the Lot so water does not accumulate on the Lot or under the mobilehome. Homeowner agrees to maintain the mobilehome and areas under the mobilehome and Lot free from conditions which produce mold. Homeowner is responsible for mold cleanup. It is imperative to treat and remove all molds.

### **6.12. Health and Safety.**

Anything which creates a threat to health and safety shall not be permitted on the Lot. Therefore, no flammable, combustible, or explosive fluid, material, chemical or substance, except those used for normal household purposes, may be stored on the Lot. Anything which creates a threat to health and safety or threatens damage to property or which induces or harbors or may tend to induce or harbor offensive odors, infectious plant disease, and/or noxious insects and/or rodents or reptiles is strictly prohibited. Each Homeowner is responsible for effective extermination of infestation of insects, rodents, vermin, or other pests.

## **7. LANDSCAPING AND DRAINAGE STANDARDS.**

Each Homeowner shall landscape their Lot in a clean, attractive and well-kept fashion.

### **7.1. Park Management Approval.**

No landscape installations or changes to existing landscape shall be undertaken without Park Management's prior written approval. Landscape of Lots or changes to existing landscape shall be completed within forty-five (45) days of the date of Park Management's approval of the installations or changes. Prior to commencing any landscaping work, including changes to existing landscape, changes, additions, or deletions to fences, carport, awnings, cabanas, or any structures of any kind, Homeowner shall submit a detailed landscape plan to Park Management for approval. Because of the infinite variety of living and non-living objects which may be used in landscaping, it is impossible to describe all things which the Park will or will not accept as landscaping. Consequently, the following general landscape standards are provided only to assist Homeowner in this preliminary planning. To avoid damage to underground utilities, Homeowner must obtain the written consent

of the Park prior to digging or driving stakes or rods into the ground. Homeowner is responsible for any damage caused as a result of digging upon the Lot. No landscape installations or changes may be undertaken without Park Management's prior written approval. Any alterations to existing landscaping made without Park Management's written approval must be returned to their original state within seven (7) days' notice from Park Management.

## **7.2. General Landscaping Standards.**

No changes may be made to existing landscaping that does not comply with the following standards or have prior written approval of Park Management.

## **7.3. Live Plants - Artificial Turf.**

Except for the use of artificial turf, which must be approved by Park Management, only live plants may be used.

## **7.4. Evergreen Grasses, Ground Cover, Flowers and Small Shrubs.**

Evergreen grasses, ground cover, flowers and small shrubs are generally acceptable. Lawns must be regularly mowed and trimmed and all landscaping must be kept clean and attractive in appearance.

## **7.5. Bark, Wood Chips and Colored Mulch.**

Bark, wood chips and colored mulch as a groundcover are not permitted.

## **7.6. Potted Plants.**

While potted plants are permitted, all such potted plants must be planted in attractive plastic or ceramic pots, trimmed, watered and maintained as necessary and not detract from the overall appearance of the Lot. Potted plants may not be placed at the front of the mobilehome, extending ten inches (10") around the sides. Park Management reserves the right to restrict the number of potted plants to no more than ten (10) pots per Lot.

## **7.7. Decorative Rock.**

Small decorative rock of an approved color not exceeding 3/4 inch (3/4") in size is approved as ground cover, if utilized with landscaping underlayment fabric or plastic designed for this purpose and does not cover more than 25% of the area of the Lot. Pea gravel is not permitted. If decorative small rock is used, additional matching rock must be added as necessary to ensure there are sufficient quantities to fully cover the fabric or plastic underlayment. Larger rock and boulders may be used in a landscape theme subject to Park Management approval.

## **7.8. Fertilizer.**

The Park expressly prohibits the use of any manures or odorous chemical fertilizer.

## **7.9. Water Features/Statues.**

Waterfalls, fountains, ponds or any other body or containers of water, statues and other forms of décor will only be permitted with Park Management's written approval.

**7.10. Fruit and Vegetable Gardens.**

A low-growing fruit and vegetable garden not to exceed one hundred (100) square feet is permissible in the rear portion of the Lot, provided it is neat, clean, and well cared for at all times.

**7.11. Trees.**

Homeowner must obtain written permission from Park Management to plant a tree on the Lot. Park Management retains the option to determine the location of and the type of tree which may be planted. Homeowner is responsible for all tree maintenance, including pruning, trimming or removal, and Homeowner's failure to do so entitles the Park to take corrective action and Homeowner shall reimburse Park for such maintenance. Large plants and trees may not be planted within five feet (5') of any street, driveway, walkway, patio or other improvements made of concrete or blacktop which might be cracked by roots. No tree or shrubbery is allowed which has or may develop a root structure which causes cracking, buckling, or otherwise interferes with streets, driveways or other Park facilities. The Park may trim, thin, or remove any tree it deems necessary to mitigate any hazard, health and safety violation, property damage, or other loss. Homeowner will not trim trees on Park property other than on their Lot without Park Management's written consent.

**7.12. Drainage.**

Homeowner is responsible to ensure the drainage on the Lot is correct so water will drain away from the Lot and discharge onto the roadway and not onto other lots or Park Common Areas. This may include re-grading of the Lot if the present grade does not meet these requirements. No one may alter existing drainage or grading of the Lot or Park without the Park's prior written consent. All watering systems shall be installed, maintained and adjusted as necessary to avoid water run-off and standing water. Any berms shall be maintained to avoid the accumulation of water on the Lot.

**7.13. Irrigation.**

An automated irrigation system must be installed in all areas of live, in-ground landscape. Prior to installing an irrigation system, Homeowner must submit a written plan to Park Management and obtain Park Management's written approval.

**7.14. Maintenance.**

Each Homeowner shall landscape his or her Lot in a clean, attractive and well-kept fashion. Lawns must be regularly mowed, trimmed, and watered with all weeds and debris removed regularly. Vegetation must not rub against or overhang any mobilehome, other structures, or interfere with property belonging to others or the Park's common areas. Trees and shrubbery must not obscure the open view of Park roadways. Homeowner is responsible to arrange for someone to maintain the Lot and landscaping while Homeowner is absent. Homeowner shall be solely responsible for any damage, repair or replacement that becomes necessary due to Homeowner's, or anyone working on behalf of Homeowner, actions while digging or otherwise working on the mobilehome, accessory structures or Lot. The street and gutters in front of the Lot shall be kept clean, neat, and free of dirt. Water from sprinklers or hoses is not allowed to excessively wet the streets or flood the gutters.