

CASTLE COTTAGES

1460 MAIN STREET
CAMBRIA, CA 93428

RULES AND REGULATIONS

INTRODUCTION

Castle Cottages ("Park") is located in the sunbelt between East and West Village, Cambria. As the coastal fog whispers along the shores of the Pacific Ocean to our West, the Park enjoys sunshine and temperate breezes passing by on their journey to the mountain ranges to our East, and beyond. These Rules and Regulations, in which all owners, residents and guest must comply, are written in the spirit of living in harmony at the Cottages.

Please note any reference in this governing document, the Castle Cottages Rules and Regulations, the Architectural Guidelines, or the Pet Rules and Regulations, to the terms, "owners, residents, family, persons, hosts, tenants, or guests," are inclusive of all such terms, and subject to the same grouping and interpretation.

OVERVIEW

All residents and guests must also comply with applicable federal, state and local laws, including, but not limited to, the Mobile Home Residency Law, Civil Code Section 798, et seq. ("MRL"). Such laws are incorporated by reference as though fully set forth herein. These RULES AND REGULATIONS will be revised from time to time.

Additionally, residents and guests must also comply with the Rules that are posted in the Park regarding any common area. Such Rules are incorporated by reference as though fully set forth herein, and may be revised as needed.

The Park's business office title and location is:

GFS Cambria LLC
8441 E. 32nd Street N., Suite 200,
Wichita, Kansas 67226

Telephone number is:

1-800-728-1029, Ext 33.

The business office is open Monday through Friday, 6:00 a.m. to 3:00 p.m. (Pacific Time Zone) and closed on weekends and national holidays. ALL PARK RELATED CALLS will be

responded to during regular business hours. Residents shall call 911 in the event of an emergency.

In the case of an urgent matter only, a local contact will be provided to each owner resident.

Although the Park's address is Castle Cottages, 1460 Main Street, Cambria, California 93428, residents should use their own names and house number in their mailing addresses.

1. PURPOSE OF RULES

1.1 These Rules seek to provide all of the residents of the Park with a pleasant place to live and maximize the safety of all persons residing in or visiting the Park.

1.2 These Rules are an agreement between all of the residents of the Park and Management, so long as they are not detrimental to other residents or discriminatory in nature.

2. AGE RESTRICTIONS AND PROHIBITED RULES

2.1 The Park's age restrictions are based on state and federal laws, including, but not limited to, the Fair Housing Act, the Unruh Civil Rights Act and the MRL. One member of each household must be fifty-five (55) years of age or older, and any other member of the household must be forty-five (45) years of age or older, subject to legal exemptions, i.e. caretaker, etc., at the sole discretion of Management. With written approval from Management, in advance, family and guests may visit the Park for up to twenty (20) consecutive days, or thirty (30) days in a calendar year.

2.2 No persons other than the persons named in resident's Lease Agreement may reside at resident's home without approval from Management, in advance and in writing, which approval shall not be unreasonably withheld. A resident may not share their home with another person under Civil Code Section 798.34 (b) unless such person is in compliance with the Park's age restrictions per 2.1.

No resident shall use any manufactured home, ("home,") in the Park, or any part thereof, for any purpose other than as a residence for the persons named in resident's Lease Agreement. No commercial business shall be conducted in the Park. No auctions, garage sales or open houses are permitted. During the reasonable period of time necessary to consummate the sale of resident's home, a "For Sale" sign may be displayed pursuant to Civil Code Section 798.70.

2.3 Rental/Lease It is the policy of Castle Cottages to maintain a harmonious sensibility, to encourage a quiet enjoyment, and to avoid transient occupancy. Any rental shall only be of the home and entire space. No subletting of a parking pad is allowed. The term of any rental/lease must be in writing and be submitted to Management and may not be for a period

of less than thirty (30) days. In other words, temporary vacation rentals, any lease period less than thirty (30) days, is strictly prohibited. Any rental agreement must first be approved in writing by Management. The resident host is responsible to initially acquire acknowledgement of all Cambria Cottages rules and regulations by any prospective tenant. Furthermore, any resident host is fully responsible for any and all actions of that tenancy.

3. MAINTENANCE AND REPAIR

3.1 Each Park home and it's space site, ("space") including, but not limited to, parking pad, personal property, landscaping and other vegetation shall be maintained by resident, at resident's expense, in a clean attractive and well-kept condition.

3.2 Each resident has invested in a home that is more likely to appreciate if all residents recognize their responsibility to maintain their home and space. The Park has promulgated the Architectural Guidelines, attached as Exhibit "A" to the Lease Agreement, with which each resident shall comply, and which shall be strictly enforced by Management. The Architectural Guidelines are incorporated by reference as though fully set forth herein.

3.3 Changes to the landscaping and/or irrigation system on any space must be approved by Management, in advance and in writing, and may require a permit from the applicable government agency. Resident shall contact such applicable government agency in order to determine if permit is required and shall obtain a permit when required to do so. The Park is responsible for installation and maintenance of the common area landscape and vegetation.

3.4 In the Event that resident fails to meet the foregoing maintenance obligations within fourteen (14) days after receipt of notice from Management of such failure and the estimated charges to remedy it, Management may enter resident's space, perform the maintenance, and bill resident for the charges incurred.

3.5 Residents shall maintain and repair all utility pad utilities and connecting lines to the resident's home.

4. ADDITIONS AND MODIFICATIONS TO HOME AND SPACE

4.1 All spaces remain under the direct control of Management; any additions to homes or spaces, including, but not limited to, porches, cabanas, sheds, awnings and fences, must be approved by Management, in advance and in writing, before resident obtains any permits required for such additions. Accordingly, residents are encouraged to initially review the Architectural Guidelines, Exhibit "A." A list of agencies requiring permits may be obtained from Management. Required permits must be presented to Management prior to commencement of work so the permit information may be recorded in the Park's records. Subsequently, proof of final inspection approval must be presented to Management to assure compliance and completeness of permitted work.

4.2 Residents shall not divert water to other spaces or interfere with its normal flow. When a resident landscapes around their home, adequate drainage shall be provided so run-off does not drain under the home. Residents are encouraged to communicate with Management if normal flow becomes an issue.

4.3 Residents should have their own grading tools, as Park tools and equipment will not be loaned. Each resident must furnish a garden hose seventy-five (75) feet in length, which is to be permanently attached to the hose bib at the utility island as added fire protection.

5. SPACE USAGE

5.1 The drying or airing of any cloths, towels, rugs or materials of any kind in or on any space, or any portion thereof that is not entirely enclosed, is prohibited.

5.2 No personal property belonging to a resident, other than resident's home, car, outdoor furniture and barbecue equipment, approved pots and plantings, or shed (per Architectural Guidelines, Exhibit "A") may be visible on resident's space without written approval of Management.

5.3 Each resident is responsible to maintain their own garbage can on their space in a placement location approved by Management.

5.4 Spray painting of homes or other structure in the Park is prohibited without written authorization from Management. (note Exhibit "A") Should Management authorize spray painting, it is the resident's responsibility to ensure no overspray, damage to the Park, or neighboring resident homes and spaces.

5.5 Only conventional window covering may be used in resident's homes. No sheets, aluminum foil or unconventional window covering may be used.

5.6 No antennae, towers, poles, or any structure used to receive radio, television or related signals, shall be installed, affixed, mounted or constructed in the Park. Notwithstanding the foregoing, each resident may install one (1) satellite dish, not to exceed one (1) meter in diameter. Management shall approve dish location prior to installation.

6. CONTACT INFORMATION

6.1 Each resident shall provide their telephone number and additional contact information to Management for use to release in the event of an emergency or with prior approval from resident. Management will not release resident's telephone number or additional contact information to any person without prior approval from resident.

7. VEHICLES IN THE PARK

7.1 With the exception of mobility scooters, all motor-driven vehicles used in the Park must be currently licensed for use on California highways, and must be street legal in accordance with the California Vehicle Code. All operators of such vehicles must be licensed and insured, and all vehicles must be registered with Management. All vehicles shall be operated in a safe and careful manner, and speeds in excess of fifteen (15) miles per hour in the Park shall be deemed unsafe. Pedestrians shall be granted the right-of-way at all times.

7.2 Bicycle riding is permitted in the Park, provided that bicycle riders obey all traffic regulations that apply to them. When bicycles are ridden at night, they must have at least one operable (1) headlight plus a tail reflector as required by law. No bicycle riding is permitted on other resident's spaces. Bicycles shall not be left outside of resident's home, in the street or in any other place that would constitute a safety hazard.

7.3 The operation of any motorcycle, motor scooter, motorbike or other two- or three-wheeled motorized vehicle in the Park must be approved by Management, in advance and in writing. Residents operating such vehicles must comply with all rules and legislative codes and laws.

7.4 Guest parking is not allowed in the Park at any time, except as specifically authorized in writing by management.

Parking on unoccupied spaces also is not allowed. Residents must park cars, trucks and other vehicles used for everyday transportation in their driveway. Any vehicles that cannot fit in the residents' driveways in their entirety must be parked outside of the Park. No person may occupy a parked vehicle overnight in the Park. No connection may be made between the vehicle and any utility in the Park for the purpose of occupying the vehicle. Compliance with these requirements will be strictly enforced.

7.5 Any vehicle parked on resident's space that is in violation of any of these Rules will be towed after written notice of the violation is posted on the windshield of the vehicle for seven (7) days, pursuant to Civil Code Section 798.28.5, as it is revised from time to time.

7.6 Inoperable and/or unsightly vehicles may not be parked on any space in the Park. Any car dripping gasoline, oil or any fluid other than water must be repaired in order to avoid damage to Park street, driveways or parking pads. Driveways and parking pads must be maintained free of gasoline, oil and other stains. Excessive water usage and overspill is strictly prohibited with regards to any washing of cars on resident's space. The Cambria Community Service District advises car washing with bucket water; Any hose must have a spray nozzle attachment.

7.7 Any alternative parking arrangements not noted herein must be approved in writing by Management under appropriate circumstances.

7.8 No space in the Park shall be leased or rented for occupancy by any motorized vehicle, either temporarily or on an extended basis, and no such vehicle may be occupied as a home, or a supplement to a home.

8. PETS

8.1 Each household may have up to two (2) pets so long as they are in strict compliance with all Rules, and the Pet Rules and Regulations attached as Exhibit "B" to the Lease Agreement. The Pet Rules and Regulations are incorporated by reference as though fully set forth herein. No pet in the Park may weight more, at maturity, than forty (40) pounds, unless prior written approval from Management has been obtained.

8.2 Permitted pets include dogs, cats, small birds, fish, and other common, small indoor pets. Residents may retain a maximum of two common domestic pets; in other words, have two (2) dogs or cats or a dog and a cat. Upon receiving a written request from any resident, Management shall, at its sole discretion, determine whether a particular animal is a common, small indoor domestic pet that may reasonably be kept in the Park.

8.3 All residents must register their pets with management before bringing them into Park by filling out a Pet Registration form. Residents are responsible for updating the information in the Pet Registration Form, including, but not limited to, informing management of the loss of a pet. All pets must also be licensed and inoculated (where applicable) in accordance with local and state laws.

8.4 Pets must be contained in resident's home, or space, per Exhibit "A," the Park's Architectural Guidelines." Any resident who has an outdoor dog must have an approved maximum height fence of 42 inches around the resident's space, in accordance with Exhibit "A. Prior to installation of any fencing, Management shall also approve in writing its location and placement.

All pets must have proper identification, i.e. tags, such that escapes from its owner's home or space might be returned to its owner. Management will respond to three (3) such escapes with a letter requesting that the pet be contained in the owner's home or space. Management will respond to any additional escapes with whatever action it deems necessary, at its sole discretion, up to and including removal of the pet from the Park. A pet without proper identification that escapes from its owner's home or yard is subject to removal from the park by Animal Control.

8.5 Pets must be taken outside the Park for exercise (where applicable), and are not permitted to stray in the streets, or any Park common areas at any time. Pets shall be leashed within the Park confines when walked or taken for exercise. Service pets must also be in compliance with Park rules, as permitted by law.

8.6 Resident is solely responsible to clean up and immediately dispose of pets waste left on any area of resident's space where pets are kept. Pet waste and litter shall be disposed of by being placed in plastic bag, tied or otherwise sealed, and placed in resident's own garbage bin. Under no circumstances shall pet waste be disposed of by being placed in any garbage can or bin without being placed in plastic bags.

8.7 Any disturbance by a pet shall be brought to management's attention with a written complaint. Such behavior includes, but is not limited to, snapping, barking, growling, lunging, or any other unusual noise, damage or odor. Management will respond to three (3) such complaints with a letter requesting that the disturbing behavior be discontinued immediately. Management will respond to any additional complaints with whatever action it deems necessary, at its sole discretion, up to and including removal of the pet from the Park.

8.8 Breeding pets in the Park for commercial sale is strictly prohibited.

8.9 Management would prefer that guests not bring pets into Park. It is, however, willing to allow them to do so under certain circumstances, provided that the host resident obtains approval, in advance and in writing.

9. UNIVERSAL RULE

9.1 No resident or guest may engage in conduct in the Park that may reasonably be determined to constitute a substantial annoyance to other residents and/or guests, regardless of whether such conduct is prohibited, or not, elsewhere in these Rules. Upon notice from Management to refrain from such conduct, all residents and guests must immediately do so.

10.1 MISCELLANEOUS

10.1 Any resident who is going to vacate tenancy and remove their home from the Park shall give the Management sixty (60) days written notice before doing so. Any resident who is going to list or otherwise offer their home for sale shall give the Park thirty (30) days written notice before doing so. Any prospective buyer for residency, or otherwise, of a home in the Park must receive written approval by Management before the sale can be completed

10.2 No solicitation for commercial purposes is permitted in the Park. Persons delivering mail or other items, and others providing authorized services in the Park, are permitted, but such persons must obey these Rules, including the Park's speed limit. Please report any solicitation that violates these Rules to Management.

10.3 All complaints, except those regarding emergencies, must be presented during regular business hours, in writing, and signed by the complaining resident. If the complaint is against another person, that person must be named. Law enforcement may be called in response to any complaint by resident that another resident is disturbing the peace.

10.4 Violations of any local, state or federal law will not be tolerated and shall constitute a violation of the Rules. No resident may act, or fail to act, as might be negligent, so as to render other residents, Management, or the Park in violation of any such law.

10.5 All references herein per approval by or from Management shall mean written approval, in advance of taking the action in questions.

10.6 Any provision of the Rules that is, or becomes, inconsistent with federal state or local laws shall be invalid and may be amended in order to make it consistent therewith. The remainder of the Rules shall continue to be valid.

10.7 Residents must notify Management in writing if they intend to be absent from the Park for more than thirty (30) consecutive days. When a resident is absent from the Park for any reason, their responsibility to arrange for their yard to be watered and maintained during his or her absence. If this is not done, Management may hire a gardener and charge the cost thereof to the resident pursuant to Rule 3.4 above.

PARAGRAPH HEADINGS

The heading of the paragraph in these Rules are limited for convenience only and shall not affect the meaning or interpretation thereof.

I have received, read and understand the following Rules and Regulations, and I agree to abide by them as of the date written below:

Date: _____
Printed name _____

Signature

Date: _____
Printed name _____

Signature

NOTICE OF RIGHTS AND RESPONSIBILITIES

WESTERN MANUFACTURED HOUSING COMMUNITIES ASSOCIATION

IMPORTANT NOTICE TO ALL MANUFACTURED HOME/MOBILEHOME OWNERS: CALIFORNIA LAW REQUIRES THAT YOU BE MADE AWARE OF THE FOLLOWING:

The Mobile Home Residency Law (MRL), found in Section 798 et seq. of the Civil Code, establishes the rights and responsibilities of homeowners and park management. The MRL is deemed a part of the terms of any park rental agreement or lease. This notice is intended to provide you with a general awareness of selected parts of the MRL. It does not serve as a legal explanation or interpretation. For authoritative information, you must read and understand the laws.

These laws change from time to time. In any year in which the law has changed, you may obtain one copy of the full text of the law from management at no charge. This notice is required by Civil Code Section 798.15(i) and the information provided may not be current.

Homeowners and park management have certain rights and responsibilities under the MRL. These include, but are not limited to:

- 1) Management must give a homeowner written notice of any increase in his or her rent at least 90 days before the date of the increase. (Civil Code Section 798.30)
- 2) No rental or sales agreement may contain a provision by which a purchaser or homeowner waives any of his or her rights under the MRL. (Civil Code Sections 798.19, 798.77)
- 3) Management may not terminate or refuse to renew a homeowner's tenancy except for one or more of the authorized reasons set forth in the MRL. (Civil Code Sections 798.55, 798.56)
- 4) A homeowner must give written notice to the management of not less than 60 days before vacating his or her tenancy. (Civil Code Section 798.59)
- 5) Homeowners, residents, and their guests must comply with the rental agreement or lease, including the reasonable rules and regulations of the park and all applicable local ordinances and state laws and regulations relating to mobile homes. Failure to comply could be grounds for eviction from the park. (Civil Code Section 798.56)
- 6) Homeowners must pay rent, utility charges, and reasonable incidental service charges in a timely manner. Failure to comply could be grounds for eviction from the park. (Civil Code Section 798.56)

- 7) Homeowners have a right to peacefully assemble and freely communicate with respect to mobile home living and for social or educational purposes. Homeowners have a right to meet in the park, at reasonable hours and in a reasonable manner, for any lawful purpose. Homeowners may not be charged a cleaning deposit in order to use the park clubhouse for meetings of resident organizations or for other lawful purposes, such as to hear from political candidates, so long as a homeowner of the park is hosting the meeting and all park residents are allowed to attend. Homeowners may not be required to obtain liability insurance in order to use common facilities unless alcohol is served. (Civil Code Sections 798.50, 798.51)
- 8) If a home complies with certain standards, the homeowner is entitled to sell it in place in the park. Management may require certain upgrades. Management may not require a homeowner to sell his or her home to the park, may not charge a transfer or selling fee, and may not require a homeowner to use a broker or dealer approved by the park. A homeowner has a right to advertise his or her home for sale. Management may deny approval of a buyer, but only for certain reasons listed in the law. (Civil code Sections 798.70-798.74)
- 9) Management has the right to enter the space upon which a mobile home is situated for maintenance of utilities, trees, and driveways; for inspection and maintenance of the space in accordance with the rules and regulations of the park when the homeowner or resident fails to maintain the space; and for protection and maintenance of the mobile home park at any reasonable time, but not in a manner or at a time that would interfere with the resident's own enjoyment of his or her home. (Civil Code Section 798.26)
- 10) A homeowner may not make any improvements or alterations to his or her space or home without following the rules and regulations of the park and all applicable local ordinances and state laws and regulations, which may include obtaining a permit to construct, and, if required by park rules or the rental agreement, without prior written approval of management. Failure to comply could be grounds for eviction from the park. (Civil Code Section 796.56)