PONDEROSA

MANUFACTURED HOME PARK

{A PONDEROSA SUMMIT LTD PARTNERSHIP}

21850 Belleview Road
Sonora, California 95370

Rules and Regulations
An All-Ages Park

1. INTRODUCTION

Ponderosa Manufactured Home Park is an all-ages park. Our Rules and Regulations have been developed as a basis for good relations within Ponderosa Manufactured Home Park. We trust we will have your complete cooperation to keep standards high, maintain a happy and friendly atmosphere, and also assure each resident the maximum of convenience and comfort. The on-site Manger has the authority to enforce these rules.

These Rules and Regulations apply to Residents, their guests, and visitors. They reference terms and conditions of a Resident's Lease/Rental Agreement and current Mobile Home Residency Law (MRL). In the event of a conflict between the terms of the Lease and these Rules and Regulations, the terms of the Lease prevail. In the event of a conflict between the terms of the lease and/or these Rules and Regulations and the current Mobile Home Residency Law and any other lawful governmental law, code or ordinance, the applicable provision(s) of the Mobile Home Residency Law, and other governmental law, code or ordinance prevail.

These Rules and Regulations cover a variety of different subjects. It is not possible to cover every conceivable situation. Therefore, the basic rules and regulations, applicable to all, is that all Residents, guests and visitors shall conduct themselves in a reasonable manner so as not to adversely affect any other Resident, guest, or visitor. There should be no adverse effects on the ownership or the on-site management. Unreasonable conduct includes, vulgar, profane, abusive or threatening language directed to any resident, guest, visitor, the owner, or Park Manager. It further prohibits, the assaulting, or threatened assault, injury or damage to residents, guests, visitors, on-site management, owner(s), or any property, real or personal.

2. USE OF HOME SITE AND FACILITIES

Residents and guests have the right to use the home site and any community facilities so long as they comply with these Rules and Regulations, other community residency documents, or other lawful government laws and regulations. Management will attempt to promptly obtain the cooperation and compliance of all residents with respect to the Rules and Regulations and other conditions of residency. Resident agrees that the enforcement of the Rules and Regulations, and conditions of tenancy are a private matter between Management and Resident.

3. RESIDENT REQUIREMENTS

Due to limitations of any common facilities, and the infrastructure of the community, occupancy limits are applicable to each home. The occupancy limit for each Resident’s home is two persons per bedroom plus one additional person per remaining living area. Ponderosa Manufactured Home Park must approve all prospective residents. Prospective residents are required to fill out all 'Application for Residency Forms' completely and submit them to Ponderosa Manufactured Home Park along with

the necessary fee for credit and background checks. Applicants will be approved or disapproved based on the information submitted in this application, credit history, past residency history and demonstrated ability to pay per the terms of the Lease. All registered owners of homes in the community are required to execute a written Lease/Rental Agreement, and sign a copy of the Community Rules and Regulations. All permanent occupants of the home must be registered with the park. This includes both adults and children.

4. GUESTS

A. Guests are permitted to stay with a resident for no more than (20) consecutive days or a total of thirty (30) days in a calendar year. Any guest staying beyond is **required to register with park management**. In accordance with MRL Section 798.34(b), a resident living alone in a community without specific age restrictions is allowed to share their home with **one** other person. **This person is also required by these Rules & Regulations to register with park management.** The number of total guests may be limited by management. Any guest not abiding by these Rules & Regulations and the stipulations provided in MRL 798.34 will be asked to vacate both the home in question and park grounds.

B. Resident is personally responsible for making sure his or her guests are aware of and follow all park rules.

5. HOME STANDARDS

All homes, other than those already in the Community, must have pitched, shingled roofs, and vinyl lap or Hardie Panel siding unless approved by Management. No metal roofs are allowed. All incoming homes must be pre-approved by Management, and will be required to have a full/half porch with front door facing the street. All homes shall conform in size to the lot on which they are placed, as determined by the usable area. Management determines placement of the homes. When homes are listed for sale, they may be required to be upgraded by the buyer, seller, or some combination of the two. This detail is to be decided between the buying and selling parties. A list of potential upgrades/repairs will be supplied by Ponderosa.

A. EXTERIOR PAINTING. Any paint on the exterior of the Resident's home, accessory structures and equipment shall be properly maintained. Proper maintenance includes, but is not limited to, repainting when the paint begins to fade, peel, flake, chip or otherwise deteriorate. Color chips must be submitted and all colors must have the written approval of community management before painting may begin. Non-approved colors that are applied are a rule violation and must be corrected at homeowner's expense. Non-compliance may result in breach of the Lease, resulting in legal action.

B. ACCESSORY EQUIPMENT AND STRUCTURES. Resident must receive written approval from management before any construction/installation of any accessory or structure. Permits from the proper enforcement agency may be required before installation begins. Residents should not assume their plans will be approved because they match that of another home or homes in the community. Residents that have installed/constructed any structure without written consent from Management, or proper permits, will be required to remove this structure at their own expense.

C. AWNING AND SKIRTING. Unless determined by Management to be physically impossible or impractical, Ponderosa Manufactured Home Park requires all homes to have two awnings (one for the carport and the other for the patio) and skirting. All new awnings must receive written approval by Management, and the Resident must provide a copy of the necessary permit(s) from the issuing governing agency. Brick, El Dorado manufactured stone, or fiber cement skirting is required for fire

safety. Imitation stone/brick skirting, metal corrugated lattice, or other home fabricated skirting is not allowed. Awnings and skirting must be installed before the home can be occupied. No awning extensions are allowed without prior written approval of management.

D. PORCHES AND STEPS. All porches and steps must conform to all building codes, have approved railing, and be constructed with park approved material. Porches must be fully skirted with the same material used for the home. Ponderosa Manufactured Home Park reserves the right to set a minimum/maximum size for all decks. All steps and decks must be constructed in a good and competent manner. Ponderosa Manufactured Home Park is in a fire zone, which requires all applicable building material to be fire resistant per the state of California.

Management may establish further architectural standards on all homes in the Community. When updated architectural standards are established, Management may delay compliance on existing homes for a reasonable amount of time that will be determined on a case-by-case basis.

E. AIR CONDIONERS or EVAPORATIVE COOLERS. These must be in good operating condition and must not make excessive noise that will be disturbing to any other Residents. Window air conditioners cannot be seen from the front of the home.

Exterior whole house type air conditioners with ducting must have written approval from Ponderosa Manufactured Home Park prior to installation. One (1) high efficiency evaporative cooler (swamp/water cooler) is acceptable. Units may be mounted on the roof or can be located in the rear 2/3 of the home. Units may not be installed in the front of the home or be visible from the street. They must be converted to propane.

F. EXTERIOR STORAGE BULIDINGS. Any exterior storage structures must be approved by Ponderosa Manufactured Home Park in writing and must not have a floor area of greater than 120 square feet or exceed 10 feet in height. This is providing that there is ample space to install said structures. Storage buildings must be constructed of anodized aluminum, or lap vinyl or fiber cement siding and must be a manufactured building that meets the Community architectural and location requirements is approved by Management. Home built storage buildings are not allowed.

G. LATTICE IS NOT ALLOWED ANYWHERE ON THE PROPERTY.

H. INSURANCE. Homeowners must maintain insurance on their mobile home for the time that they reside in Ponderosa Manufactured Home Park. We also ask that Ponderosa Manufactured Home Park be listed as 'also insured' on the policy.

6. **FENCES**

Fences are prohibited without written approval from Ponderosa Manufactured Home Park. Unapproved fences will be required to be removed at the resident’s expense.

7. **SATELLITE DISHES/ANTENNA**

Satellite dishes/Antenna measuring one meter or less in diameter designed to receive direct broadcast satellite service, direct-to-home satellite service, wireless signals (with or without satellite), and local TV broadcast signals should be installed on the rear 1/3 roof of the home. Every effort must be made to lessen visibility from the street and minimize visual impact to your neighbor.

The Satellite dish/antenna should not be higher than what is necessary to establish line of sight contact with the transmitter, and never higher than 3 feet above the roof at the highest point.

Management must approve in writing all antenna locations and heights.

8. LANDSCAPING.

Landscaping of home sites or changes to existing landscaping shall be completed within (60) days of the date Resident signs the rental agreement or first occupies the home. Prior to commencing any landscaping, Resident must submit a detailed landscaping plan to management for written approval.

The following are landscaping guidelines to be followed by residents:

A. Remember, a landscape plan must be submitted to management for review and approval in writing before work may begin.
B. All landscaping area on the home site is required to be covered with acceptable materials. Acceptable materials include shrubs, plant material or rock. If Resident decides to use decorative rock, the color must be approved in written by Park Management. Resident should have an underlining of thick black plastic or fabric for weed control. WHITE, GREEN, RED, OR BLACK rock is not permitted.
C. Artificial plants or flowers are not allowed.
D. Residents are encouraged to install evergreen ground cover, flowers and small shrubs. Bermuda grasses or other winter dormant grasses are not allowed.
E. The trimming of all shrubs, vines and bushes in a manner that maintains an attractive shape or prevents such plants from being excessively high or brushing against a neighbors' home or awning.
F. The trimming and maintenance of all landscape plants in a manner that prevents them from developing a root structure that causes cracking or buckling or otherwise interferes with the streets.
G. Use of any odorous manures or odorous chemical fertilizers is prohibited.
H. Waterfalls, fountains, statuary and other forms of decor are permitted only with Management's approval.
I. No trees shall be planted without management's written approval.
J. Lawns must be irrigated with an underground sprinkling system that does not spray water onto the community's street, or neighbors' home site.
K. Lawns must be mowed as needed to maintain a neat appearance. If you fail to maintain your lawn, Ponderosa Manufactured Home Park will landscape the yard with decorative rock at your expense.
L. Resident shall not remove any plants upon the sale or removal of the home without management's approval.
M. Home site shall be kept free of weeds and debris at all times.
N. It is the responsibility of the resident to arrange for someone to maintain the home site when away.

9. HOME SITE

A. STORAGE

Manufactured outdoor patio furniture may be used on the patio, deck, yard or other portions of the home site. Household furniture is never allowed outside on decks or other home site areas. Barbecues are not allowed on porches or in the front yards. Trash cans, bicycles and toys should be out of sight and not visible from the street.

Storage of anything beneath, behind or on the outside of the home is not allowed. This includes but is not limited to storage of boxes, trunks, camper shells, wood, pipe, bottles, garden tools, mops, exercise equipment, ladders, paint cans or items that are unsightly in appearance, as is determined by management.

No towels, rugs, clothing, or laundry of any description may be hung outside of the home.

Anything, which creates a threat to health and safety, shall not be permitted on the home site. No flammable, combustible, or explosive fluid, material, chemical, etcetera may be stored on the home site.

B. DAMAGE

If any portion of the exterior of the home, its accessory equipment, or structures, is damaged, the damage must be repaired or replaced within twenty (20) days. This includes, but is not limited to, the siding, awning supports, downspouts, skirting, porch or storage shed. If a resident's home has not been repaired within a reasonable time after work has been commenced, the resident may be required to remove the home from the community and pay costs for said removal. Upon such removal, consult the Lease under which resident occupies the home site.

C. CONCRETE

All concrete surfaces must be kept clean and free of oil and all other sticky or oily substances. Any concrete slabs, which are damaged by resident, must be repaired at resident's expense.

D. STREETS

Resident shall keep the gutter in front of their home site free from debris, leaves, and weeds.

E. UTILITY PEDESTAL

The utilities must be accessible at all times. Nothing should impede the utility area. If meter readers cannot read meters due to a locked gate or stored items in the way or If one of the main line water shut-off valves is located on Resident's home site, it must be kept uncovered.

F. TREES

Part of the experience of being a resident in Ponderosa Manufactured Home Park is the splendor of living in a forest. This also makes it imperative that you maintain insurance on your mobile home in the case of any damage to the home by trees.

10. TRASH, GARBAGE AND LIQUID DISPOSAL

All homes are required to have a sink garbage disposal. Grease, coffee, tissue, disposable diapers, or other inappropriate items, shall not be placed in the sewer system. Neither the management nor any of management's employees shall be responsible for damage done to any home because of stoppage or backing up of the sewer system due to any prohibited material. Resident acknowledges that this is difficult, if not impossible, to police and therefore waives any and all claims for personal injury or property damage caused by a stoppage due to the placement of prohibited material into the sewer system, by any persons, known or unknown.

Trash must be placed in tied plastic bags and deposited in trash cans. Combustible or hazardous material (e.g. tires, batteries, computer electronic equipment) cannot be placed in the trash cans. These items must be disposed of in a County approved disposal site.

State and local laws prohibit disposal of any hazardous liquids by pouring them down the drain or into the street/storm gutters.

11. PARKING

A maximum of two passenger cars or light pickup trucks may be parked in the driveway of a resident's home. Vehicles may only be parked on the side, and not any other areas of the home site. Parking is not permitted on the streets of the community. Parking is not permitted in vacant home sites. Management has the right to restrict the number of vehicles guests bring into the community. Non-compliance to any of the above may result in your vehicle being towed at your expense.

No parking of utility trailers, commercial/business trucks, boats, inoperable automobiles, van campers are permitted on any area of the home site.

RVs are not allowed to be stored at Ponderosa Manufactured Home Park without written permission.

12. MOTOR VEHICLES, BICYCLES, AND OTHER MOTORIZED/NON-MOTORIZED TRANSPORTATION

No vehicle leaking oil or any other fluids shall be allowed in the community.

No changing of oil, repair, or work of any kind on any vehicle, trailer or RV, may be done in the park.

For the safety of Community's Residents and their guests, no vehicle may be driven in an unsafe manner and in no event at a speed greater than ten miles per hour.
No off-road vehicles are permitted to be used/driven in the Community.

Riding anything other than a motorcycle, used for transportation, is not allowed in the park. Dirt bikes, mini bikes, or other two, three and four wheeled motorized vehicles, are not permitted.

Bicycles may only be driven on the streets and not on landscaped areas or vacant home sites. Bicyclists are subject to the same traffic regulations as cars. Helmets are recommended for safety.

No skateboards are to be ridden in the Community.

13. CONDUCT

Residents shall observe a quiet time from 9pm to 8am.

Ponderosa is a non-smoking property. No smoking, or vaping of any kind is allowed outside of your mobile home, this includes on your porch or in your yard. Residents are responsible for their guests being aware of this rule.

Residents and their guests shall not encroach or trespass on any other home sites or upon any area that is not open for general use. All community property, including, but not limited to, gas, electric, water and sewer connections and other equipment and tools of management, shall not be used, moved, or interfered with in any way by the resident or their guests.

Children (persons under the age of 18 years) must be well behaved, and are not allowed to play on other resident's property, on vacant home sites, or do anything that might be a cause for complaints.

Residents are responsible for guests and must acquaint all visitors with the community Rules and Regulations. Children must be under the supervision of an adult resident when in the community.

The violation of any law or ordinance of the City, County, State or Federal Government will not be tolerated. No conduct shall be permitted which would place management in violation of any law or ordinance.

14. ENTRY UPON RESIDENTS HOME SITE

The management shall have right of entry upon the home site for maintenance of utilities, utility meter reading, for maintenance of the home site when the resident fails to maintain the home site in accordance with the Rules and Regulations, and for the protection of the community. Management may enter a home without the prior written consent of the Resident in the case of an emergency or when the Resident has abandoned the home per the Mobile Home Residency Law, Article 3, 798.26(b).

17. SIGNS

For sale signs may be displayed on the home in compliance with the Mobile Home Residency Law, Article 7, 798.70(a). Political signs may also be displayed in accordance with the Mobile Home Residency Law, Article 5, 798.51(e). No other signs are permitted on the space without approval.

18. PETS

Management must approve all pets in advance of bringing the pet into the community. After approval, the pet must be registered at the office. Residents are limited to TWO PETS as defined under the Mobile Home Residency Law, Article 3.5, 798.33(c). The Pet may be small to medium in size and 18 inches tall at the tallest point (head) when grown. Breeds that are never allowed include, but are not limited to, Pit Bulls, Dobermans or Mastiffs. All pets must be on a leash or carried when outside home and may not be left unattended, fenced in, or tied up outside the home. The owner is responsible for their pet(s) at all times, including, but not limited to, immediate disposal of droppings and ensuring that the pet(s) does not disturb other residents in any way. Excessive barking is not allowed.

19. ZONING, CONDITIONAL USE PERMIT AND LEASE

The community is not operating pursuant to any conditional use permit.

The community is not subject to any underlying ground lease.

If a change occurs to the zoning permit under which the community operates, all Residents shall be given written notice per the Mobile Home Residency Law, Article 3, 798.27(b).

20. SOLICITATION AND YARD SALES

Any door-to-door selling/solicitation is not permitted.

Yard Sales are prohibited without management's consent.

21. FIXTURES AND REMOVAL OF HOME

All landscaping, structures, or other improvements permanently attached to or embedded in the ground become a part of the realty upon their installation and belong to the community. Residents vacating the home site shall leave such improvements, which are to be surrendered along with the site itself. Management may also require the resident to remove any/all items at their own expense. Resident shall repair any damage to the home site caused by the removal, including, but not limited to, the filling in and leveling of holes or depressions and shall leave the home site in a neat and presentable condition. Upon removal of home, awning augers or anchors need to be removed from ground or concrete slab. If homeowner wishes to remove home, a $1,200.00 clean up fee will be paid in advance.

22. PROCEDURE FOR COMPLAINT

In an effort to serve you better all complaints need to be in writing and signed by the person making the complaint.

23. COMMUNITY OFFICE AND EMERGENCIES.

In an emergency, call 911. Management is available by phone Monday-Friday, 9am-5pm, allowing Residents to conduct business during those hours. After hours calls should only be for Park emergencies.

The Community's office phone is for business and emergency use only, not personal calls.

EXECUTION AND ACKNOWLEDGMENT: Resident acknowledges having read the Rules and Regulations, and agrees to be bound by all the terms and conditions herein contained.

HOMESITE # _____

RESIDENT SIGNATURE_____
DATE_____

RESIDENT SIGNATURE_____
DATE_____