

EXHIBIT "B"

**RANCHO BUENA VISTA MOBILE ESTATES
2135 NORTH RAILROAD AVENUE
SANTA MARIA, CA 93458
(805) 349-2275**

COMMUNITY GUIDELINES

INTRODUCTION

Rancho Buena Vista Mobile Estates ("Park") is a pleasant place to live. One of the reasons the Park is a pleasant place to live is these Community Guidelines ("Guidelines"), with which all residents and guests must comply.

All residents and guests must also comply with applicable federal, state and local laws, including, but not limited to, the Mobilehome Residency Law, *Civil Code* Section 798, *et seq.* Such laws are incorporated by reference as though fully set forth herein, and these Guidelines will be revised as they are revised from time to time.

All residents and guests must also comply with the rules regarding particular facilities that are posted in the Park, including, but not limited to, the posted rules regarding the golf course, clubhouse and swimming pool, as they are revised from time to time. Such rules are incorporated by reference as though fully set forth herein.

The Park's business office is located in the clubhouse, and the telephone number is (805) 349-2275. The business office is open Monday through Friday at posted hours, and closed on weekends and national holidays. Business shall be conducted during normal business hours, except in the event of a park-related emergency. The business office telephone will be answered by an answering service **FOR PARK-RELATED EMERGENCY CALLS ONLY** when the business office is closed. Residents shall call 911 in the event of any other emergency.

1. PURPOSE OF GUIDELINES

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

1.2 These Guidelines are an agreement between all of the residents of the Park and management. Management may enter into other agreements with certain residents, so long as they are not detrimental to other residents or discriminatory in nature.

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2. AGE RESTRICTIONS AND PROHIBITED USES

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 Mobilehome Residency Law. One member of each household must be fifty-five (55) years of age or older, and any other members of the household must be thirty-five (35) years of age or older. Written permission is required for guests visiting longer than twenty (20) consecutive days or a total of thirty (30) days in a calendar year, and such guests may be charged a guest fee of \$25.00 per day, per guest.

2.2 No persons other than the persons named in resident's Lease Agreement may reside at resident's space without approval from management, in advance and in writing, which approval shall not be unreasonably withheld.

2.3 No resident shall use any space 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, estate sales or open houses are permitted, with the exception of the annual park-wide garage sale. The main gate to the Park may be kept open during that sale, but only during daylight hours. During the reasonable period of time necessary to consummate the sale of resident's mobilehome, a "For Sale" sign may be displayed pursuant to *Civil Code* Section 798.70, as it is revised from time to time. Any advertisement using the Park's name, or any space in the Park, as an address must be approved by management, in advance and in writing.

3. MAINTENANCE AND REPAIR

3.1 Each mobilehome in the Park, and the space occupied by each mobilehome, 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 mobilehome that is more likely to appreciate if all residents recognize their responsibility to maintain their homes. In order to assist residents in maintaining their mobilehomes, the Park has promulgated the Architectural Standards attached as Exhibit "D" to the Lease Agreement, with which each resident shall comply, and which shall be strictly enforced by management. The Architectural Standards are incorporated by reference as though fully set forth herein.

3.3 Each resident's responsibility to maintain the space occupied by resident's mobilehome shall include all maintenance of grass, shrubs, bushes and other vegetation on the space, whether planted by the Park or by resident. Responsibility for maintenance and removal of trees from the space shall be determined by *Civil Code* Section 798.37.5, as it is revised from time to time. Resident shall not plant any trees on the space, or in the common areas of the Park, without approval from management, in advance and in writing. 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 City of Santa Maria or other applicable government agency. Resident shall contact the City of Santa Maria or other applicable government agency in order to determine if a permit is required, and shall obtain a permit when required to do so. The vegetation in the common areas of the Park was approved by the developer under the guidelines of the City of Santa Maria with regard to durability, root systems and aesthetic appearance, and will be maintained by the Park.

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.

4. SPACE USAGE

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

4.2 No personal property belonging to resident, other than resident's mobilehome and car, may be visible on resident's space.

4.3 Resident must obtain approval from management, in advance and in writing, of any structure that will be affixed to any mobilehome such that the structure will extend outward beyond the surface of the mobilehome. Such structures shall include, but not be limited to, satellite dishes, window air conditioners, air coolers, awnings, sun shades, window screens, door screens, windbreaks and fences. In addition, resident shall contact the City of Santa Maria or other applicable government agency in order to determine if a permit is required, and shall obtain a permit when required to do so. No short-wave receivers or transmitters shall be operated in the Park.

4.4 Any condition in the Park that induces or harbors, or may induce or harbor, offensive odors, infectious plant disease, noxious insects and/or rodents or reptiles, is strictly prohibited.

4.5 No improvements, excavations or other work that may alter the exterior of the mobilehome, or any other structure on resident's space, including, but not limited to, exterior painting, shall be performed without approval from management, in advance and in writing. Such improvements, excavations and other work may also require a permit from the City of Santa Maria or other applicable government agency. Resident shall contact the City of Santa Maria or other applicable government agency in order to determine if a permit is required, and shall obtain a permit when required to do so.

5. VEHICLES IN THE PARK

5.1 All motor-driven vehicles used in the Park must be licensed for use on California highways, and must be street legal in accordance with the California *Vehicle*

Code, with the exception of ADA-approved electric wheelchairs, carts and scooters, and Park maintenance vehicles. Operators of all vehicles must be licensed and insured, and all vehicles must be operated in a safe and careful manner. Speeds in excess of fifteen (15) miles per hour in the Park shall be deemed unsafe. All traffic signs in the Park must be obeyed by operators of all vehicles. Bicycle riders must obey all traffic regulations that apply to them, and pedestrians shall be granted the right-of-way at all times.

5.2 The operation of any motorcycle, motor scooter, motorbike, other two- or three-wheeled vehicle or golf cart within the Park, including ADA-approved electric wheelchairs, carts and scooters, must be approved by management, in advance and in writing. Approval of such vehicles will not be unreasonably withheld. Residents operating such vehicles must comply with these Guidelines, and may only use such vehicles, other than ADA-approved electric wheelchairs, carts and scooters, when entering or exiting the Park. No vehicle that exceeds the applicable state standard for noise emission may be used for transportation within the Park.

5.3 Each space in the Park has a two-car garage, in which the vehicles belonging to the residents of the space shall be parked. If the residents have a third vehicle, they will park it outside of the Park, or rent a space in the recreational vehicle storage area. Each space in the Park also has a driveway, which may be used for guest parking for a reasonable period of time, not to exceed seventy-two (72) hours, provided that no vehicle parked in the driveway extends into the street. Guests may also park in designated guest parking areas for a reasonable period of time, not to exceed seventy-two (72) hours. Alternate arrangements may be approved by management under appropriate circumstances and on a short-term basis only. Street parking is not allowed at any time.

5.4 Large trucks, boats, boat trailers, other trailers or any recreational or commercial vehicles over one (1) ton may not be parked in or on Park driveways, streets, common area parking areas or guest parking areas at any time. The only exception is that resident, with approval from management, in advance and in writing, may park a recreational vehicle on resident's space during daylight hours, for a period not to exceed twelve (12) hours, in order to load and/or unload the vehicle. If resident is going to park such a vehicle on resident's space, resident will make every effort to park it in resident's driveway. The vehicle may not, however, be parked in the driveway, or anywhere else in the Park, overnight, and no person may occupy the vehicle. No connection may be made between the vehicle and any utility in the Park for the purpose of occupying the vehicle. Parking for recreational vehicles for periods in excess of twelve (12) hours may be arranged in the Park's recreational vehicle storage area, space permitting and in exchange for a storage fee.

Any resident who rents a space in the recreational vehicle storage area will be given a key to said area in exchange for payment of a key deposit. The deposit must be paid each time resident is given a key, and resident's privilege to have a key to said area will be revoked after resident is given three (3) keys as a result of losing the

previous keys. The key must be returned to management when resident's rental of the space terminates, and the deposit will be returned upon return of the key.

5.5 The construction, repair, rehabilitation and/or maintenance of any bicycle, vehicle, machine, equipment, or any other thing that may detract from the general appearance of a mobilehome and/or space in the Park, is prohibited. At no time will any inoperable vehicle be permitted to be parked or stored on resident's space. Driveways must be maintained free of oil, rust and other stains.

5.6 Any vehicle parked on resident's space that is in violation of any of these Guidelines 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.

5.7 The foregoing vehicle requirements, and the provisions of the Parking Agreement attached as Exhibit "E" to the Lease Agreement, will be strictly enforced. The Parking Agreement is incorporated by reference as though fully set forth herein.

6. PETS

6.1 Each household may have up to two (2) pets, so long as these Guidelines, and the Pet Rules and Regulations attached as Exhibit "F" to the Lease Agreement, are strictly complied with. The Pet Rules and Regulations are incorporated by reference as though fully set forth herein.

6.2 Permitted pets include dogs, cats, small birds, fish, and other common, small indoor pets. Upon receiving a written request from any resident, management shall, in its sole discretion, determine whether a particular animal is a common, small indoor pet that may reasonably be kept in the Park.

6.3 All residents must register their pets with management before bringing them into the 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.

6.4 Pets must be contained in resident's mobilehome or the fenced back yard that is a part of every space in the Park. A pet with proper identification, i.e., tags, that escapes from its owner's home or yard will 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 yard. Management will respond to any additional escapes with whatever action it deems necessary, in 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 will be removed from the Park by Animal Control.

6.5 Pets must be taken outside of the Park for exercise (where applicable), and are not permitted in the streets, clubhouse, pool, spa or other common areas at any time, with the exception of service animals as permitted by law.

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

6.7 Any disturbing behavior by a pet shall be brought to management's attention with a written complaint. Such behavior includes, but is not limited to, biting, snapping, barking, growling, howling, 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, in its sole discretion, up to and including removal of the pet from the Park.

6.8 Just as the Park is concerned with the attitudes and behaviors of the residents, it is concerned with the attitudes and behaviors of the residents' pets -- more so than their weights. The residents are the best judges of their pets' attitudes, behaviors and tolerances to confinement, so please evaluate the pros and cons of choosing a particular pet carefully.

6.9 Breeding pets in the Park for commercial sale violates Paragraph 11 of the Lease Agreement, and Guidelines 2.3 and 6.1 above, and is prohibited.

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

7. USE OF RECREATIONAL FACILITIES

7.1 It is the intent of management, by these Guidelines, to provide for maximum utilization of all common area facilities, including the recreational facilities, for the safe enjoyment of all residents and guests.

7.2 Residents are required to accompany guests whenever guests use any recreational facility in the Park.

7.3 The golf course is provided for the use of all residents and guests. Standard golf course etiquette applies, and additional rules regarding the use of the golf course are posted in the clubhouse. Residents must follow both the standard etiquette and the posted rules, and the latter are incorporated by reference as though fully set forth herein. There is no fee for use of the golf course by residents or guests, so long

as guests are accompanied by their host residents. Any golf groups formed by residents shall not exercise control over the golf course to the detriment of the control exercised by management, nor shall such groups be afforded any special privileges that are inconsistent with the quiet enjoyment of the golf course by other residents. Bicycles may not be ridden on the golf course.

8. USE OF CLUBHOUSE FACILITIES

8.1 The clubhouse facilities are available to residents and guests for social purposes. All events proposed to be conducted in the clubhouse facilities must be approved by management, in advance and in writing. Users of the facilities must leave them in a clean and orderly condition after their use. A security deposit may be required, in keeping with *Civil Code* Section 798.51, as it is revised from time to time.

8.2 Users of the clubhouse facilities must exhibit acceptable social behavior at all times. No public intoxication or other unacceptable social behavior is permitted.

8.3 By law, smoking in the clubhouse facilities is not permitted.

8.4 Residents and guests in swimwear may only enter the clubhouse facilities in order to go to the restroom area. Residents and guests who enter any other area of the facilities in swimwear will be asked to leave.

9. USE OF SWIMMING POOL FACILITIES

9.1 The hours and rules for the swimming pool facilities, as they are revised from time to time, are posted. The hours may be modified by management for special events. All residents and guests must comply with the rules, which are incorporated by reference as though fully set forth herein. All residents must also sign the Swimming Pool Agreement attached as Exhibit "C" to the Lease Agreement, which is incorporated by reference as though fully set forth herein, and no resident or guest may use the swimming pool facilities until the resident has done so.

9.2 Each resident and guest understands that there is no lifeguard on duty at the swimming pool. Guests must be accompanied by their host resident when they are in the swimming pool, spa and surrounding area. Any child who is not potty trained may not go into the swimming pool without a swim diaper. Residents must familiarize themselves and their guests with the Guidelines and rules applicable to the swimming pool facilities, and residents are responsible for the behavior of their guests while using said facilities.

9.3 Balls and floats are not permitted in the swimming pool, unless they are being used in a controlled environment such as an aqua aerobics class. Diving is prohibited.

9.4 No glass containers are allowed in the swimming pool facilities, and the facilities must be left clean after use.

10. UNSAFE AND/OR UNSIGHTLY CONDITIONS

10.1 Residents must keep their spaces free of any unsafe and/or unsightly conditions, and must not create any such conditions anywhere else in the Park. Residents must also report any such conditions to management promptly upon their observation thereof, using a Resident Complaint Form. Management will provide verbal acknowledgment of receipt of such form, either in person or by telephone. Residents must also comply with any fire protection program and/or other educational program that is reasonably prescribed to maintain safe conditions in the Park and the safety of all residents and guests.

11. UNIVERSAL RULE

11.1 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 elsewhere in these Guidelines. Upon notice from management to refrain from such conduct, all residents and guests must immediately do so.

12. COMPLIANCE WITH COMMUNITY GUIDELINES

12.1 All residents and guests shall comply with these Guidelines. When a resident passes away, his or her heirs must comply with all Guidelines that are applicable to heirs. All residents and guests must be familiar with the Guidelines as they are revised from time to time. If management believes any resident has violated the Guidelines, the resident will receive written notice of the alleged violation, and will be given seven (7) days within which to correct or discontinue the violation. Any violation of the Guidelines will also be deemed a breach of the Lease Agreement entered into by the Park and resident, which is incorporated by reference as though fully set forth herein, and into which the Guidelines are incorporated by reference as though fully set forth therein.

13. TRASH AND GARBAGE

13.1 The City of Santa Maria requires that trash and garbage be placed in bins supplied by the City, and trash and garbage should be placed in plastic bags before being placed in the bins. The bins must be placed in locations designated by the City for collection, and particular locations have been designated for Spaces 29, 30, 64, 65, 106, 108, 109 and 110. Residents shall place their bins in the designated locations no earlier than 5:00 p.m. the day before collection, and shall return their bins to locations not visible from the street the day of collection.

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14. MISCELLANEOUS

14.1 Any resident who is going to vacate his or her tenancy in the Park, whether his or her mobilehome will be removed from the Park or not, shall give the Park sixty (60) days' written notice before doing so. One purpose of the notice is to enable the Park to schedule and perform an inspection upon sale pursuant to *Civil Code* Section 798.73.5.

14.2 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 Guidelines, including the Park's speed limit.

14.3 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 will be called in response to any complaint by a resident that another resident is disturbing the peace.

14.4 Violations of any federal, state or local law will not be tolerated and constitute a violation of these Guidelines. No resident may act, or fail to act, so as to render other residents, management or the Park in violation of any such law.

14.5 All references herein to approval by or from management shall mean written approval, in advance of taking the action in question.

14.6 Any provision of these Guidelines 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 Guidelines shall continue to be valid.

14.7 Resident shall not sublease resident's interest in resident's Lease Agreement or in resident's space, except with permission from Owner as required by *Civil Code* Section 798.23.5. Any sublease without Owner's permission shall be voidable at Owner's option, and, at Owner's option, shall constitute a default under resident's Lease Agreement. Permission for one (1) sublease shall not constitute permission for other subleases. The Minimum Guaranteed Monthly Rent or Adjusted Minimum Guaranteed Monthly Rent shall not be increased upon the commencement of a permitted sublease, unless an increase was otherwise scheduled to take place at such time.

15. PARAGRAPH HEADINGS

15.1 The headings of the paragraphs in these Guidelines are included for convenience only and shall not affect the meaning or interpretation thereof.

I have received, read and understood the foregoing Community Guidelines, and I agree to abide by them as of the date written below.

Date: _____
Printed name _____

Signature _____

Date: _____
Printed name _____

Signature _____

Date: _____
Printed name _____

Signature _____

Date: _____
Printed name _____

Signature _____

Address: _____

EXHIBIT "C"

**RANCHO BUENA VISTA MOBILE ESTATES
2135 NORTH RAILROAD AVENUE
SANTA MARIA, CA 93458
(805) 349-2275**

SWIMMING POOL AGREEMENT

I, the undersigned, understand that certain injuries can and do occur in connection with the use of swimming pools and the areas adjacent thereto. I also understand that there would be a substantial increase in rent if Rancho Buena Vista Mobile Estates ("Park") were to provide lifeguards or other supervision in the swimming pool and the area adjacent thereto at the Park.

In consideration for the Park refraining from providing lifeguards or other supervision, and therefore refraining from increasing the rent to cover the costs thereof, and in consideration for being allowed to use the swimming pool and the area adjacent thereto, I hereby agree to release, indemnify and hold harmless the Park, its owner and management, from any and all claims of any kind, whether for damages or injuries or otherwise, resulting from the use of the swimming pool and the area adjacent thereto by myself, my spouse, my children, any other members of my family (collectively, "my family"), and my guests. I further agree to waive all claims against the Park, its owner and management, for injuries and damages to person or property arising out of or relating in any way to the maintenance or operation of the swimming pool and the area adjacent thereto.

I understand that nothing herein shall be construed as a waiver by myself, my family or my guests of any claims against any other user of the swimming pool and the area adjacent thereto, including such user's family or guests, for injuries or damages to person or property arising out of or relating in any way to the use of the swimming pool and the area adjacent thereto. I do, however, agree to indemnify the Park, its owner and management should any such claims be made by my family or my guests.

This agreement is intended to be a full and final release as to any and all claims arising out of or relating in any way to the use of the swimming pool and the area adjacent thereto, including any and all claims to which *Civil Code* Section 1542 applies. Section 1542 provides as follows: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." The provisions of Section 1542 are hereby expressly waived.

Nothing herein shall operate or be construed as an agreement by me to release, indemnify and hold harmless the Park, its owner or management from the grossly negligent or willful acts thereof.

This agreement shall be in addition to any other agreement or indemnification that is applicable to my residency and my family's residency in the Park, and to the use of the Park's recreational facilities by me, my family and my guests.

Unless a term herein is defined differently, or the context in which the term is used indicates that a different meaning is intended, the definitions contained in the Park's Community Guidelines and my Lease Agreement with the Park shall apply to the terms used in this agreement.

I understand and agree that the Park, its owner and management will make a reasonable attempt to enforce the Community Guidelines as they relate to the swimming pool and the area adjacent thereto, but that they cannot be expected to do so at all times.

This agreement is incorporated into the Community Guidelines and my Lease Agreement, and shall be effective as of the date written below, or the effective date of those documents, whichever is earlier.

The hours and rules for the swimming pool and the area adjacent thereto, as they are revised from time to time, are posted. My family and guests and I agree to comply with the posted rules, which are incorporated by reference as though fully set forth herein. I must accompany my guests at all times when they are using the swimming pool and spa and the area adjacent thereto. Any child who is not potty trained may not go into the swimming pool without a swim diaper. For the health and safety of all residents and guests, the foregoing rule shall be strictly enforced.

NOTE: IN ACCORDANCE WITH LOCAL LAW, ANY PERSON WHO NEEDS TO CONTACT THE SANTA MARIA POLICE DEPARTMENT FROM THE SWIMMING POOL AREA IN THE EVENT OF AN EMERGENCY MAY DO SO WITHOUT CHARGE OR DELAY BY DIALING "911" ON THE TELEPHONE LOCATED IN SAID AREA.

I, on behalf of my myself, my family and my guests, acknowledge having read and understood this Swimming Pool Agreement, and I, on behalf of my myself, my family and my guests, agree to be bound by its terms.

RESIDENT:

Dated: _____

By: _____

Dated: _____

By: _____

Dated: _____

By: _____

Dated: _____

By: _____

EXHIBIT "D"

**RANCHO BUENA VISTA MOBILE ESTATES
2135 NORTH RAILROAD AVENUE
SANTA MARIA, CA 93458
(805) 349-2275**

ARCHITECTURAL STANDARDS

Rancho Buena Vista Mobile Estates ("Park") prides itself on maintaining the highest architectural standards, thereby protecting your investment in your home and ensuring the maximum enjoyment of your home and the Park's facilities. In order to avoid any misunderstandings as to the Park's expectations of the residents in this regard, the following Architectural Standards have been developed:

1. To encourage consistency, value and aesthetics in the Park, all mobilehomes located in the Park must:

A. Be no less than twenty-four (24) feet by forty-six (46) feet in size. Larger homes may be required on certain spaces. If you are installing a new home, you must submit the following to management for approval, in advance and in writing:

1. A dimensioned plot plan, drawn on a 1 inch = 10 feet scale.
2. A brochure or other picture of the home.
3. A color sample showing the exterior colors of the home.
4. A landscaping plot plan.

The Park may have additional requirements regarding the installation of the home and the landscaping of the space – please see management for details. You must also obtain a permit for the installation from the City of Santa Maria or other applicable government agency.

B. Have a two (2) car garage that uses the same materials and roof design as the mobilehome and is constructed within the building area prescribed for each space by the City of Santa Maria. The garage must be painted to match the mobilehome.

C. Have front elevations matching those of the Hallmark Majestic Series Two homes that have been specifically designed to be located in the Park.

2. The design and appearance of all exterior home improvements must be approved by management. More specifically:

A. A dimensioned plot plan of any addition to your space must be submitted to management and approved in writing before any digging, trenching, grading or structural work can commence. Management must conduct a physical inspection of the space, and the materials to be used, before approval can be given. In addition, you must contact the City of Santa Maria or other applicable government agency to determine if any of the work to be performed requires a permit, and you must obtain a permit when required to do so.

B. The plot plan submitted to management must show the setbacks from all property boundaries and other structures, and must be drawn on a 1 inch = 10 feet scale.

C. Any installation of storage sheds must be approved in writing by management before work thereon can commence. One (1) storage shed is permitted in the fenced section of each yard. The shed must be no larger than ten (10) feet by twelve (12) feet, must meet all applicable setback requirements, must not be attached to any fence, and must be made of the same materials as the mobilehome. The shed must have the same roof design as the mobilehome, and must be painted to match the mobilehome. Any electrical outlets in the shed must be permitted by the City of Santa Maria Building Department, and must be designed not to overload the circuits for the space.

D. Any installation of spas, pools or saunas must be approved in writing by management before work thereon can commence. A plot plan showing the location of the spa, pool or sauna, along with the manufacturer's specifications therefor, must be submitted to management. In addition, you must contact the City of Santa Maria or other applicable government agency to determine if any of the work to be performed requires a permit, and you must obtain a permit when required to do so.

E. Any installation of patio covers or patio rooms must be approved in writing by management before work thereon can commence. Both structural plans and a description of materials must be submitted to management. The acceptable materials include wood, masonite, glass, masonry, screen or any wood grain material. Absolutely no shiny aluminum siding or roofing may be used. In addition, you must contact the City of Santa Maria or other applicable government agency to determine if any of the work to be performed requires a permit, and you must obtain a permit when required to do so.

F. Downspouts and gutters must be aluminum extruded and painted to match or compliment the mobilehome. The determination as to whether a particular paint matches or compliments the mobilehome will be made by management, in advance and in writing, and will be at management's sole discretion.

G. If, at any time, your mobilehome and/or garage need to be painted, and you choose to paint them a different color, you must obtain management approval of the color in writing before doing so. This is necessary to maintain the aesthetics of the Park.

H. Fencing is required in the Park. The existing fencing may not be removed or altered in any way unless you obtain approval, in advance and in writing, from management. Fencing materials must be natural, and no color may be used on fencing without approval, in advance and in writing, from management. The cost of repairing and/or replacing the fencing in the Park shall be paid or split equally by the resident(s) of the space(s) adjacent to the fencing, except the Park shall pay fifty percent (50%) of the cost of repairing and/or replacing any fencing that abuts any common area. The remainder of the cost of repairing and/or replacing any fencing that abuts any common area shall be paid or split equally by the resident(s) of the space(s) adjacent to the fencing. All fencing must have at least one (1) gate into the back yard for access to the utility area for the space, which shall be kept unlocked at all times, thereby not limiting access to said area by Park personnel.

I. You must obtain written approval from management before installing any air conditioner, whether it is installed at ground or window level. Owner is not responsible for increasing the electrical service at the space to accommodate the addition of or an increase in the size of any air conditioner. Any new window air conditioner will not be installed in such a way that it is visible from the street, unless it is screened with plants or some other aesthetically pleasing material that is approved by management, in advance and in writing. In addition, you must contact the City of Santa Maria or other applicable government agency to determine if the installation requires a permit, and you must obtain a permit when required to do so.

J. Front yard landscaping was installed by the Park in accordance with City of Santa Maria codes, and it followed a master plan that took into consideration weather, soil conditions, yard size and other variables that determined the quantities and types of plants used. Absolutely no trees may be removed from front yards, except dead or dying trees, and they may be replaced with trees of the same species and variety, so long as such trees are either planted by management, or planted by Resident after obtaining approval, in advance and in writing, from management. Responsibility for maintenance and removal of trees shall be determined by *Civil Code* Section 798.37.5, as it may be amended from time to time. Absolutely no shrubs or grass may be removed from front yards without management approval. Any additions of rock or plant materials to front yards must be approved by management. All front yards must be maintained in a healthy, weed-free condition. Approval need not be obtained for flowers, pots or ground cover in planters. All trees must be approved by management before they are planted, so it can be determined how large they will grow and/or if their root systems will damage any underground utilities or crush any foundation skirting systems.

K. 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, you may install one (1) satellite dish attached to the rear of your home or garage, not to exceed one (1) meter in diameter.

Resident acknowledges having read and understood these Architectural Standards, and agrees to be bound by them.

RESIDENT:

Dated: _____

By: _____

Dated: _____

By: _____

Dated: _____

By: _____

Dated: _____

By: _____

EXHIBIT "E"

**RANCHO BUENA VISTA MOBILE ESTATES
2135 NORTH RAILROAD AVENUE
SANTA MARIA, CA 93458
(805) 349-2275**

PARKING AGREEMENT

Each of the spaces in Rancho Buena Vista Mobile Estates ("Park") includes a two (2) car garage. This Parking Agreement applies to cars and other vehicles parked in the garages, and elsewhere in the Park.

I, the undersigned, agree as follows:

1. To park my car(s) in my garage, in order to protect both the car(s) and the appearance of the Park. If I have a third car, I agree to park it outside of the Park, or to rent a space in the recreational vehicle storage area. There is no street parking in the Park.

2. To instruct my guests to park in the designated guest parking areas for a reasonable period of time, not to exceed seventy-two (72) hours, unless alternate arrangements are approved by management under appropriate circumstances and on a short-term basis only. In addition, my guests may park in my driveway for a reasonable period of time, not to exceed seventy-two (72) hours, unless alternate arrangements are approved by management under appropriate circumstances and on a short-term basis only, so long as their cars do not extend into the street. I will not park my car(s) in guest parking at any time, unless alternate arrangements are approved by management under appropriate circumstances and on a short-term basis only.

3. Large trucks, boats, boat trailers, other trailers or any recreational or commercial vehicles over one (1) ton may not be parked in or on Park driveways, streets, common area parking areas or guest parking areas at any time. The only exception is that I, with approval from management, in writing and in advance, may park a recreational vehicle on my space during daylight hours, for a period not to exceed twelve (12) hours, in order to load and/or unload the vehicle. If I am going to park such a vehicle on my space, I will make every effort to park it in my driveway. The vehicle may not, however, be parked in my driveway, or anywhere else in the Park, overnight, and no person may occupy the vehicle. No connection may be made between the vehicle and any utility in the Park for the purpose of occupying the vehicle. Parking for recreational vehicles for periods in excess of twelve (12) hours may be arranged in the recreational vehicle storage area, space permitting and in exchange for a storage fee.

If I rent a space in the recreational vehicle storage area, I will be given a key to said area in exchange for payment of a key deposit. The deposit must be paid each time I am given a key, and my privilege to have a key to said area will be revoked after I

am given three (3) keys as a result of losing my previous keys. The key must be returned to management when my rental of the space terminates, and my deposit will be returned upon return of the key.

4. Any vehicle parked on my space that is in violation of this agreement 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.

5. This agreement, and the Community Guidelines regarding vehicles in the Park, will be strictly enforced. The Community Guidelines regarding vehicles in the Park are incorporated by reference as though fully set forth herein.

I acknowledge having read and understood this Parking Agreement, and I agree to be bound by its terms.

RESIDENT:

Dated: _____

By: _____

Dated: _____

By: _____

Dated: _____

By: _____

Dated: _____

By: _____

EXHIBIT "F"

**RANCHO BUENA VISTA MOBILE ESTATES
2135 NORTH RAILROAD AVENUE
SANTA MARIA, CA 93458
(805) 349-2275**

PET RULES AND REGULATIONS

Rancho Buena Vista Mobile Estates ("Park") believes that pets are an important part of our lives, and is therefore happy to have pets in the Park. There are, however, a number of rules and regulations that must be strictly complied with by all pet owners and pets, which are as follows:

1. Each household may have up to two (2) pets, so long as these Pet Rules and Regulations, and the Community Guidelines regarding pets, are strictly complied with. The Community Guidelines regarding pets are incorporated by reference as though fully set forth herein.
2. Permitted pets include dogs, cats, small birds, fish, and other common, small indoor pets. Upon receiving a written request from any resident, management shall, in its sole discretion, determine whether a particular animal is a common, small indoor pet that may reasonably be kept in the Park.
3. All residents must register their pets with management before bringing them into the 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 be licensed and inoculated (where applicable) in accordance with local and state law.
4. Pets must be contained in resident's mobilehome or the fenced back yard that is a part of every space in the Park. A pet with proper identification, i.e., tags, that escapes from its owner's home or yard will 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 yard. Management will respond to any additional escapes with whatever action it deems necessary, in 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 will be removed from the Park by Animal Control.
5. Pets must be taken outside of the Park for exercise (where applicable), and are not permitted in the streets, clubhouse, pool, spa or other common areas at any time, with the exception of service animals as permitted by law.
6. Resident is solely responsible to clean up and dispose of pet waste left on any area of resident's space where pets are kept. Pet waste shall be disposed of by being placed in a plastic bag, tied or otherwise sealed, and placed in resident's garbage

bin. Under no circumstances shall pet waste be disposed of by being placed in resident's garbage bin without being placed in a plastic bag, or by being placed in any Park garbage bin.

7. Any disturbing behavior by a pet shall be brought to management's attention with a written complaint. Such behavior includes, but is not limited to, biting, snapping, barking, growling, howling, 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, in its sole discretion, up to and including removal of the pet from the Park.

8. Just as the Park is concerned with the attitudes and behaviors of the residents, it is concerned with the attitudes and behaviors of the residents' pets – more so than their weights. The residents are the best judges of their pets' attitudes, behaviors and tolerances to confinement, so please evaluate the pros and cons of choosing a particular pet carefully.

9. Breeding pets in the Park for commercial sale violates Paragraph 11 of the Lease Agreement, and Community Guidelines 2.3 and 6.1, and is prohibited.

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

Resident acknowledges having read and understood these Pet Rules and Regulations, and agrees to be bound by them.

RESIDENT:

Dated: _____

By: _____

Dated: _____

By: _____

Dated: _____

By: _____

Dated: _____

By: _____

EXHIBIT "G"

**RANCHO BUENA VISTA MOBILE ESTATES
2135 NORTH RAILROAD AVENUE
SANTA MARIA, CA 93458
(805) 349-2275**

RECREATIONAL VEHICLE STORAGE AGREEMENT

This Recreational Vehicle Storage Agreement ("Agreement") is made and executed this _____ day of _____, 20____, by and between B.V. Mobile Home Estates, Ltd. and Rancho Buena Vista Mobile Estates ("Park"), and _____ ("Resident").

1. For the consideration described below, Park agrees to store for Resident the following recreational vehicle(s) and/or other vehicle(s):

A. _____
Year, Make and Model

Identification Number

Registration/License Number

State Where Registered/Licensed

B. _____
Year, Make and Model

Identification Number

Registration/License Number

State Where Registered/Licensed

2. Storage of the above-described vehicle(s) shall commence on the _____ day of _____, 20____, and said vehicle(s) has/have been assigned recreational vehicle space(s) _____. At the time this Agreement is executed, Resident agrees to pay to Park the sum of _____, which shall constitute payment of the first month's storage charges and the last month's

storage charges. Thereafter, Resident agrees to pay to Park the sum of _____ per month while this Agreement is in effect, which shall be due and owing on the first day of each month.

3. Either party may terminate this Agreement by giving the other party thirty (30) days' written notice of such termination. In the event that the Agreement is terminated, Resident agrees to remove the recreational vehicle(s) and/or other vehicle(s) from the storage area, and Park agrees to refund to Resident any storage charges that were paid in advance and not applied before the termination, less the cost of any cleaning of the recreational vehicle space that is necessary after Resident removes the recreational vehicle(s) and/or other vehicle(s). Resident may avoid such a deduction by returning the recreational vehicle space to the clean condition in which it was when Resident took possession thereof.

4. Park agrees to provide storage in an area designated for the storage of recreational vehicles and other vehicles. Park is not, however, responsible for any damage to or loss of any vehicle while it is in the storage area, regardless of the cause thereof, including, but not limited to, fire, theft, acts of God, vandalism or any other physical damage, except for the sole negligence of Park or its representatives. Resident agrees to limit Park's responsibility as stated above, and to indemnify and hold Park harmless from and on account of any damage to, loss of or injury to any vehicle, other personal property, real property or person in the storage area, where such damage, loss or injury arises out of the negligence of Resident, Resident's family or Resident's guests, or any cause other than the sole negligence of Park or its representatives.

5. Resident understands and agrees that the recreational vehicle(s) and/or other vehicle(s) stored in the storage area will be subject to a claim of lien and may be sold to satisfy the lien if the storage charges due in connection therewith remain unpaid for fourteen (14) consecutive days, and that such actions are authorized by *Business and Professions Code Section 21700, et seq.*

6. Resident understands and agrees that the storage area, and any vehicles therein, shall not be used for residential purposes at any time.

7. Resident is requested, but not required, to provide the name and address of a person to whom a preliminary lien notice and subsequent notices may be given in the event that Resident defaults on this Agreement. The name and address of such person are as follows:

Name: _____

Address: _____

8. Resident will be given a key to the storage area in exchange for payment of a key deposit. The deposit must be paid each time Resident is given a key, and

Resident's privilege to have a key to said area will be revoked after Resident is given three (3) keys as a result of losing the previous keys. The key must be returned to management when Resident's rental of the space terminates, and Resident's deposit will be returned upon return of the key.

9. Resident must obtain insurance on the above-described vehicle(s), which insures the vehicle(s) and provides liability coverage in the event that the vehicle(s) cause bodily injury or property damage to persons or property in the storage area. Proof of such insurance must be provided to management annually.

10. In any action arising out of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs. A party shall be deemed a prevailing party where judgment is rendered in the party's favor, or where the action is dismissed in the party's favor prior to or during trial, unless the parties otherwise agree.

Resident acknowledges having read and understood this Recreational Vehicle Storage Agreement, and agrees to be bound by its terms.

RESIDENT:

PARK:

B.V. MOBILE HOME ESTATES, LTD.,
a California limited partnership, and
RANCHO BUENA VISTA MOBILE
ESTATES

By: _____

By: _____

By: _____

By: _____

By: _____

EXHIBIT "H"

**RANCHO BUENA VISTA MOBILE ESTATES
2135 NORTH RAILROAD AVENUE
SANTA MARIA, CA 93458
(805) 349-2275**

DISPUTE RESOLUTION AGREEMENT

This Dispute Resolution Agreement ("Agreement") is made and executed this _____ day of _____, 20____, by and between B.V. Mobile Home Estates, Ltd. and Rancho Buena Vista Mobile Estates ("Park"), and _____ ("Resident").

1. WAIVER OF JURY TRIAL. IF ANY CLAIM IS MADE IN A COURT OF LAW BY PARK AGAINST RESIDENT, OR BY RESIDENT AGAINST PARK, ARISING OUT OF OR PERTAINING TO THIS LEASE, THE PARTIES AGREE THAT SUCH CLAIM SHALL BE HEARD, DETERMINED AND ADJUDGED BY A SINGLE, NEUTRAL JUDGE. BY ENTERING INTO THIS AGREEMENT, THE PARTIES AGREE TO WAIVE THE RIGHT TO A JURY TRIAL, WHICH MEANS THAT NO LEGAL DISPUTE BETWEEN THE PARTIES THAT MAY ARISE IN A COURT OF LAW SHALL BE DECIDED BY A JURY. THIS PROVISION SHALL APPLY IN THE EVENT THAT THE PARTIES DO NOT, FOR ANY REASON, RESOLVE THE DISPUTE THROUGH MEDIATION OR REFERENCE PURSUANT TO PARAGRAPH 2 BELOW. THE PARTIES SHOULD CONSULT AN ATTORNEY ABOUT THE MEANING AND EFFECT OF THIS PROVISION.

I/WE ACKNOWLEDGE HAVING READ, UNDERSTOOD AND AGREED TO THE ABOVE WAIVER OF JURY TRIAL PROVISION.

Initials of PARK:

Initials of RESIDENT:

2. MEDIATION AND REFERENCE OF DISPUTES.

A. ANY DISPUTE BETWEEN PARK AND RESIDENT ARISING OUT OF OR PERTAINING TO THIS LEASE SHALL FIRST BE SUBMITTED TO NON-BINDING MEDIATION. IN THE EVENT THAT THE DISPUTE CANNOT BE SATISFACTORILY RESOLVED BY MEDIATION, THE DISPUTE SHALL THEN BE SUBMITTED TO A REFERENCE, WHEREBY THE DISPUTE WILL BE DECIDED BY AN ACTIVE OR RETIRED JUDGE, WITHOUT A JURY, PURSUANT TO CODE OF CIVIL PROCEDURE SECTION 638, ET SEQ.

B. DISPUTES NOT SUBJECT TO MEDIATION OR REFERENCE: DISPUTES THAT SHALL NOT BE SUBMITTED TO MEDIATION OR REFERENCE ARE DISPUTES INVOLVING ANY CONTESTED RIGHTS THAT RELATE TO: (a) INJUNCTIVE RELIEF PER CODE OF CIVIL PROCEDURE SECTION 527.6, CIVIL CODE SECTION 798.87(b), OR CIVIL CODE SECTION 798.88; (b) PAYMENT OF THE MAINTENANCE FEE PROVIDED FOR BY CIVIL CODE SECTION 798.36; (c) CONDEMNATION OR CHANGE OF USE OF THE PARK AS PROVIDED IN CIVIL CODE SECTION 798.56(f) AND (g); AND (d) PRESERVATION OF EQUITABLE RIGHTS PERTAINING TO ANY DISPUTE. TERMINATION OF TENANCY ACTIONS, WHETHER CONTESTED OR UNCONTESTED, ALSO SHALL NOT BE SUBMITTED TO MEDIATION OR REFERENCE.

C. COMMENCEMENT OF MEDIATION AND REFERENCE: MEDIATION AND REFERENCE MUST BE COMMENCED BY SERVICE ON THE OTHER PARTY AND ON THE JUDICIAL ARBITRATION AND MEDIATION SERVICE, INC. ("JAMS") OF A WRITTEN DEMAND OR NOTICE OF INTENTION TO MEDIATE OR SEND THE DISPUTE TO A REFERENCE. THE NOTICE MUST PROVIDE: (i) A DESCRIPTION OF THE DISPUTE, AND (ii) THE FACTS OUT OF WHICH THE DISPUTE ARISES, INCLUDING WITNESSES, DATES, TIMES AND CIRCUMSTANCES. IF THE DISPUTE IS NOT RESOLVED TO EACH PARTY'S SATISFACTION IN MEDIATION, THE DISPUTE SHALL BE RESOLVED BY A REFERENCE AND NOT BY SOME OTHER COURT PROCESS, EXCEPT FOR JUDICIAL REVIEW.

D. SELECTION OF MEDIATOR AND REFEREE: IF PARK AND RESIDENT CANNOT AGREE ON A MEDIATOR OR REFEREE TO CONDUCT THE MEDIATION OR REFERENCE WITHIN FIVE (5) DAYS OF JAMS' RECEIPT OF THE WRITTEN DEMAND OR NOTICE OF INTENTION TO MEDIATE OR SEND THE DISPUTE TO A REFERENCE, JAMS SHALL PROVIDE BOTH PARTIES WITH A LIST OF AT LEAST FIVE (5) MEDIATORS OR FIVE (5) ACTIVE AND/OR RETIRED JUDGES TO CONDUCT THE MEDIATION OR REFERENCE. IF THE PARTIES CANNOT AGREE ON A MEDIATOR OR REFEREE FROM THE LIST, JAMS SHALL MAKE A SELECTION FROM THE LIST, BUT EACH PARTY SHALL BE GIVEN ONE (1) PEREMPTORY CHALLENGE. THE MEDIATION AND REFERENCE SHALL BEGIN AS SOON AS PRACTICAL AND REASONABLE UNDER THE CIRCUMSTANCES. THE MEDIATOR AND THE REFEREE CONDUCTING THE REFERENCE SHALL NOT BE THE SAME PERSON.

E. COSTS OF MEDIATION AND REFERENCE: THE COSTS OF THE MEDIATION AND REFERENCE SHALL BE ADVANCED EQUALLY BETWEEN PARK AND RESIDENT, AND SHALL BE DUE AND PAYABLE ON DEMAND. PARK RESERVES THE RIGHT TO COVER SUCH COSTS AND DEDUCT THEM FROM THE RECOVERY AWARDED. A FAILURE BY ANY PARTY TO ADVANCE COSTS WHEN THE SAME ARE DUE AND PAYABLE, INCLUDING ANY ADDITIONAL COSTS DETERMINED TO BE NECESSARY BY THE MEDIATOR OR REFEREE DURING THE MEDIATION OR REFERENCE, SHALL RESULT IN A FORFEITURE BY THE

NON-ADVANCING PARTY OF THE RIGHT TO PROSECUTE OR DEFEND THE CLAIM THAT IS THE SUBJECT OF THE MEDIATION OR REFERENCE, BUT SHALL NOT OTHERWISE ABATE, STAY OR SUSPEND THE MEDIATION OR REFERENCE.

BY INITIALING BELOW, PARK AND RESIDENT ARE AGREEING TO HAVE ANY DISPUTE TO WHICH THE MEDIATION AND REFERENCE PROVISIONS APPLY DECIDED BY A MEDIATOR OR A REFEREE. PARK AND RESIDENT ARE GIVING UP ALL RIGHTS THEY HAVE TO HAVE SUCH DISPUTE LITIGATED IN COURT OR BY A JURY TRIAL.

I/WE ACKNOWLEDGE HAVING READ, UNDERSTOOD AND AGREED TO THE ABOVE MEDIATION AND REFERENCE PROVISIONS.

Initials of PARK:

Initials of RESIDENT:

RESIDENT:

PARK:

B.V. MOBILE HOME ESTATES, LTD.,
a California limited partnership, and
RANCHO BUENA VISTA MOBILE
ESTATES

By: _____

By: _____

By: _____

By: _____

By: _____

EXHIBIT "I"

**RANCHO BUENA VISTA MOBILE ESTATES
2135 NORTH RAILROAD AVENUE
SANTA MARIA, CA 93458
(805) 349-2275**

IMPORTANT NOTICE TO ALL MANUFACTURED HOME/MOBILEHOME OWNERS

CALIFORNIA LAW REQUIRES THAT YOU BE MADE AWARE OF THE FOLLOWING:

The Mobilehome 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 and other important laws. 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 a 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) 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)
4. 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 mobilehomes. Failure to comply could be grounds for eviction from the park. (Civil Code Section 798.56)
5. Homeowners have a right to peacefully assemble and freely communicate with

respect to mobilehome 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)

If a home complies with certain standards, the homeowner is entitled to sell it in place in the park. If you sell your home, you are required to provide a manufactured home and mobilehome transfer disclosure statement to the buyer prior to sale. (Civil Code Section 1102.6d) When a home is sold, the owner is required to transfer the title to the buyer. The sale of the home is not complete until you receive the title from the seller. It is the responsibility of the buyer to also file paperwork with the Department of Housing and Community Development to register the home in his or her name. (Civil Code Sections 798.70–798.74)

6.

Management has the right to enter the space upon which a mobilehome 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 mobilehome park at any reasonable time, but not in a manner or at a time that would interfere with the resident's quiet enjoyment of his or her home. (Civil Code Section 798.26)

7.

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 798.56)

8.

In California, mobilehome owners must pay annual property tax to the county tax collector or an annual fee in lieu of taxes to the Department of Housing and Community Development (HCD). If you are unsure which to pay, contact HCD. Failure to pay taxes or in lieu fees can have serious consequences, including losing your home at a tax sale.

9.

For more information on registration, titling, and taxes, contact: the Department of Housing and Community Development www.hcd.ca.gov (800) 952-8356; your County Tax Collector; or call your local county government.

10.

EXHIBIT "J"

**RANCHO BUENA VISTA MOBILE ESTATES
2135 NORTH RAILROAD AVENUE
SANTA MARIA, CA 93458
(805) 349-2275**

INFORMATION FOR PROSPECTIVE HOMEOWNERS

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

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

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

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

Some spaces are governed by an ordinance, rule, regulation, or initiative measure that limits or restricts rents in mobilehome parks. These laws are commonly known as "rent control." Prospective purchasers who do not occupy the mobilehome as their principal residence may be subject to rent levels which are not governed by these laws. (Civil Code Section 798.21) Long-term leases specify rent increases during the term of the lease. By signing a rental agreement or lease for a term of more than one year, you may be removing your rental space from a local rent control ordinance during the term, or any extension, of the lease if a local rent control ordinance is in effect for the area in which the space is located.

A fully executed lease or rental agreement, or a statement signed by the park's management and by you stating that you and the management have agreed to the terms and conditions of a rental agreement, is required to complete the sale or escrow

process of the home. You have no rights to tenancy without a properly executed lease or agreement or that statement. (Civil Code Section 798.75)

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

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

I/We acknowledge receipt of this document, entitled "Information for Prospective Homeowners".

RESIDENT:

By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____

OWNER:

B.V. MOBILE HOME ESTATES, LTD.,
a California limited partnership

By: _____

Date: _____

EXHIBIT "K"

RANCHO BUENA VISTA MOBILE ESTATES
2135 NORTH RAILROAD AVENUE
SANTA MARIA, CA 93458
(805) 349-2276

MOBILEHOME PARK RENTAL AGREEMENT DISCLOSURE FORM

THIS DISCLOSURE STATEMENT CONCERNS THE MOBILEHOME PARK KNOWN AS Rancho Buena Vista Mobile Estates LOCATED AT 2135 North Railroad Avenue IN THE CITY OF Santa Maria, COUNTY OF Santa Barbara, STATE OF California.

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE PARK AND PARK COMMON AREAS AS OF 01/01/2020 IN COMPLIANCE WITH SECTION 798.75.5 OF THE CIVIL CODE.

IT IS NOT A WARRANTY OF ANY KIND BY THE MOBILEHOME PARK OWNER OR PARK MANAGEMENT AND IS NOT A SUBSTITUTE FOR ANY INSPECTION BY THE PROSPECTIVE HOMEOWNER/LESSEE OF THE SPACE TO BE RENTED OR LEASED OR OF THE PARK, INCLUDING ALL COMMON AREAS REFERENCED IN THIS STATEMENT. THIS STATEMENT DOES NOT CREATE ANY NEW DUTY OR NEW LIABILITY ON THE PART OF THE MOBILEHOME PARK OWNER OR MOBILEHOME PARK MANAGEMENT OR AFFECT ANY DUTIES THAT MAY HAVE EXISTED PRIOR TO THE ENACTMENT OF SECTION 798.75.5 OF THE CIVIL CODE, OTHER THAN THE DUTY TO DISCLOSE THE INFORMATION REQUIRED BY THE STATEMENT.

Are you (the mobilehome park owner/mobilehome park manager) aware of any of the following:

A. Park or common area facilities?	B. Does the park contain this facility?		C. Is the facility in operation?		D. Does the facility have any known substantial defects?		E. Are there any uncorrected park citations or notices of abatement relating to the facilities issued by a public agency?		F. Is there any substantial, uncorrected damage to the facility from fire, flood, earthquake or landslides?		G. Are there any pending lawsuits by or against the park affecting the facilities or alleging defects in the facilities?		H. Is there any encroachment, easement, nonconforming use or violation of setback requirements regarding this park's common area facility?	
	Y	N	Y	N	Y	N	Y	N	Y	N	Y	N	Y	N
Club-house	Y		Y			N		N		N		N		N
Walk-ways	Y		Y			N		N		N		N		N
Streets, roads and access	Y		Y			N		N		N		N		N
Electric utility system	Y		Y			N		N		N		N		N
Water utility system	Y		Y			N		N		N		N		N
Gas utility system	Y		Y			N		N		N		N		N
Common area lighting system	Y		Y			N		N		N		N		N

Septic or sewer system	Y		Y			N		N		N		N		N
Play-ground		N												
RV storage	Y		Y			N		N		N		N		N
Parking areas	Y		Y			N		N		N		N		N
Swimming pool	Y		Y			N		N		N		N		N
Spa pool	Y		Y			N		N		N		N		N
Laundry		N												
Other common area facilities *		N												

*If there are other important park or common area facilities, please specify (attach additional sheets if necessary):

If any item in C is checked "no", or any item in D, E, F, G, or H is checked "yes", please explain (attach additional sheets if necessary):

The mobilehome park owner/park manager states that the information herein has been delivered to the prospective homeowner/lessee a minimum of three days prior to execution of a rental agreement and is true and correct to the best of the park owner/park manager's knowledge as of the date signed by the park owner/manager.

Park Owner/Manager: John & Donna Geary, Managers

By: John C. Geary

Date: 9-12-19

WE ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THE PARK OWNER/MANAGER STATEMENT.

Prospective Homeowner/Lessee: _____

Date: _____

Prospective Homeowner/Lessee: _____

Date: _____