

WILLOW CREEK COUNTRY ESTATES RULES AND REGULATIONS

1. INTRODUCTION

These “Rules and Regulations” have been designed to encourage Residents to cooperate with each other and the Park Management and to promote the enjoyment and convenience of all residents in the Park. These rules and regulations will be interpreted and applied in a reasonable manner.

2. USE OF FACILITIES AND DEFINITIONS

Residents and their Guests have the right to use the homesite and the Park facilities only if they comply with these Rules and Regulations and the other Provisions of Residency documents for the Park. Management will attempt to promptly, equally and partially obtain the cooperation and compliance of all residents and the Rules and Regulations and other conditions of residency. Resident recognizes, however, that park management’s ability to obtain compliance is dependent upon a number of factors, including the cooperation of all residents and their guests, the nature and extent of the failure to comply, the expense and practicability of enforcement of the rules then in effect. Resident agrees therefore, that the enforcement of the Rules and Regulations and conditions of tenancy are a private matter between Park Management and each resident individually. Resident agrees that he is not an intended beneficiary of any other agreement between Park Management and any other resident in Park of the Rules and Regulations of the rental or lease agreements for Park.

3. RENT

All space rentals are due monthly on the first day of the month and if not paid by the fifth, a late charge of \$25.00 will be charged. “Returned” checks are subject to a late charge plus a \$25.00 “returned check” charge. Since the Park Management does not keep cash on hand, we ask your cooperation in paying your rent by check or money order made payable to: Willow Creek Country Estates for the exact amount, only.

4. UTILITY DEPOSIT

New Lessees will pay a \$50.00 utility deposit when occupancy begins. The deposit will go towards the closing bill upon departure. Utilities are billed one month behind.

5. TENANT REQUIREMENTS

An application for residency must be approved by Park Management before tenancy is established. All permanent residents in a coach must be registered with the Manager. There is a limitation of two persons per bedroom, plus one.

6. TERMINATION

Either party may terminate this tenancy by giving the other party sixty (60) days written notice. Rental fees shall be paid through that date. It is understood by the parties that the Lessor can only terminate this Rental Agreement pursuant to California Civil Code Mobile Home Residency Law.

7. VEHICLES

A. The speed limit for all vehicles in 8MPH as posted. If you are cited three times for this violation, you will park your vehicle outside the Park. No parking is allowed in the red painted Fire Lanes. Vehicles violating this will be towed away at the owners expense and a fine will be imposed as per Municipal Code Section 15.08.110.

B. No maintenance, repair or work of any kind may be done on vehicles, within the park. This includes, but is not limited to, the changing of oil. Washing of vehicles in Resident's driveway is permitted as long as there are no drought restrictions. Prudence in the use of water is encouraged.

C. Vehicles must be operated in a safe manner. Pedestrians and bicycles shall be granted the right of way. No vehicle may be operated within the Park by any person who does not hold a valid drivers license. Vehicles operated within the Park must be currently registered. Residents are required to obey all posted traffic control signs: Stop Signs, Speed Limit Signs, Etc.

D. Vehicles are not permitted within the Park if they are not regularly maintained in normal operating condition and are neat and clean in appearance. This includes, but is not limited to vehicles whose exterior appearance has been damaged or deteriorated to a point where they are they are unsightly and detract from the appearance of the Park, or vehicles which contain unsightly loads that are visible to other persons. Excessively noisy vehicles are not permitted in the Park. Vehicles dripping gasoline, oil, or other fluids or substances must be kept out of the Park until repaired, in order to prevent damage to the pavement. Oil and other drippings must be removed by Resident and Resident is responsible for the repair of damage to pavement. A drip pan may be used if it is cleaned frequently.

E. Except for vehicles powered by electricity, no motorcycles, motor scooters, minibikes, mopeds or other two and three wheel motorized vehicles may be brought into or operated in the Park unless they are completely street legal and only used for transport to and from Resident's Homesite.

8. PARKING

A. Parking is permitted only in designated parking areas. Park vehicles in your driveway, whenever possible. Only two permanent vehicles per coach are allowed and all others must be parked outside of the Park. Note, the street is not a storage area for excess vehicles. This is a violation of Section 10.12.090 of the Municipal Code, City of San Luis Obispo, which states that a vehicle will be towed away at the owners expense if not moved within 72 hours.

B. Recreation vehicles are to be parked in the Park's Recreational Vehicle Storage Area, for which there is a \$25.00 per month storage fee. Recreation vehicles are classified as motor homes, travel trailers, fifth wheel trailers, boats, utility trailers, jet skis and tent trailers. Under no circumstance will parking of these vehicles be allowed in driveways or on Park streets. The only exception will be for the purpose of loading or unloading.

9. MOBILE HOME LOT MAINTENANCE

A. All spaces are under direct control of Management. Electrical, water and sewer connections are to be kept in a leak-proof and safe condition at all times. Report any Park facility that is out of order to Management. Residents shall maintain their mobilehome and space in a well kept and attractive manner, including the front, sides and back. Automobiles, bicycles and a metal storage shed are allowed on the carport side. Shed is not to exceed 80 sq. ft. A second shed must have written approval. No "Front" mounted air-conditioners. Skirting and awnings (subject to approval of Management) are to be installed within 60 days of moving into the Park. Decking, cabanas, and like additions must comply in standards of materials, workmanship and installation with the laws and regulations of the State of California pertaining to mobilehomes. All installations of such items require a permit be secured from the appropriate authorities prior to any installation. All plans of awnings, skirting, decks, etc., require the approval of the Management prior to placing of any contract for such installation.

B. Wheels, hitches and other items permitted by law are the only objects which maybe stored under the home. Unless specifically permitted by the Park's residency documents or approved by park management nothing may be placed or stored outside of the home or storage shed(s). This includes, but is not limited to, overstuffed furniture, appliances, ironing boards, brooms, mops, tools, gardening equipment, debris, automobile parts, refuse, litter or any item which is unsightly in appearance. Patio furniture that complies with these Rules and Regulations and barbecue equipment, all of which are to be maintained in an attractive and neat conditions, are the only items permitted outside of the home or storage shed. Nothing is to be hanged outside of the home or shed to dry or air or for any other purpose.

C. Anything that creates a threat to health and safety shall not be permitted on the Homesite. No flammable, combustible, or explosive fluid, material, chemical or substances, except ones customarily used for normal household purposes, may be stored on the Homesite and then only in quantities reasonably necessary for normal household purposes.

D. No signs, other than Resident's name and address or "For Sale" signs permitted by these Rules and Regulations shall be permitted in the Park.

E. If any portion of the exterior of the home or its accessory equipment, structures, or appliances or the Homesite are damaged, the damage must be replaced or repaired to its original condition and appearance within two weeks. This includes, but is not limited to damage to the siding, awning supports, down spouts, skirting, porch or storage shed.

10. RECREATIONAL FACILITIES

A. Except during special scheduled occasions, the clubhouse facilities will normally be available from 9:00 AM until 9:00 PM. These facilities will be closed from time to time for cleaning and repairs. No person under 18 permitted in the clubhouse without an adult.

B. Persons in swimming suits or trunks, wet or dry, will not be allowed in the clubhouse. Footwear must be worn inside the clubhouse and men must wear a shirt.

C. No gambling will be permitted at any time.

D. Residents wishing to reserve the clubhouse for parties, meetings or other functions may apply by completing the recreation hall agreement. Should the date not conflict with any other applications, social events or planned use of the facilities, and upon approval of park Management, the request will be granted. There will be no charge for the facilities, however, those scheduling the function will be responsible for the normal cleanup afterwards. A security deposit may be required.

E. Swimming Pool hours are from 10:00 AM to 9:00 PM. GATES WILL BE LOCKED DURING ALL OTHER HOURS.

DO NOT SWIM ALONE, NO LIFEGUARD IS ON DUTY. Guests must be accompanied by a Resident. A maximum of four (4) guests are permitted per coach. People with long hair should cooperate by using a rubber band or plastic hair clip to help keep long hair under control. PLEASE NO HAIR PINS. Only regulation bathing suits are permitted. NO GLASS OR CHINA is allowed in the pool area. NO FOOD OR BEVERAGES are permitted in the pool area unless it is a special occasion approved by Management. NO RUNNING on pool decks, NO DIVING OR JUMPING in the pool or excessive noise is permitted. NO PERSON UNDER 14 YEARS OF AGE IS ALLOWED IN POOL AREA WITHOUT ADULT SUPERVISION.

F. The provisions of the Park's Swimming Pool and Recreational Facilities and Common Area Agreement which are incorporated by reference in the Park's Long Term Agreement shall apply to the use by Residents and guests of all of the Parks recreational facilities, even though said agreement is not signed by the Resident or guest.

G. No alcoholic beverages are permitted in the Clubhouse, laundry building, pool area or recreation areas. For a special occasion, such as scheduled functions, an exception to this general rule may be allowed with written authorization from the Park Manager. However, authorization for the exception will not be granted unless proper controls are established to insure that no one will be allowed to remain in the area if intoxicated.

11. CHILDREN/ SUPERVISION BY RESIDENTS

A. Adult residents shall be solely responsible to see that their children, guests and visitors obey Parks's Rules and Regulations and the terms and conditions of the lease. No more than four

(4) children can be supervised by one (1) adult resident at any one time. For reasons including safety, children under the age of eight (8) must have immediate supervision at all times.

B. Use of the Clubhouse by any person under the age of eighteen (18) require immediate supervision of the children by adult Resident. All person are required to use the Clubhouse in accordance with these Rules and Regulations.

C. Playing by children and their use of toys, including but not limited to mopeds, skateboards, roller blades and roller skates are prohibited.

12. CONDUCT

A. Actions by any person of any nature which may be dangerous or may create a health and safety problem or disturb others are not permitted. This includes, but is not limited to, any unusual, disturbing or excessive noise, intoxication, quarreling, threatening, fighting, immoral or illegal conduct, profanity, or rude, boisterous, objectionable or abusive language or conduct. Persons under the influence of alcohol or any other intoxicating substance shall not be permitted in any area of the Park which is generally open to Residents or guests.

B. Radios, televisions, record players, musical instruments and other devices must not be used so as to disturb others. "HAM" or "CR" Radio or other Radio Transmitters may not be operated in the Park without prior Management approval.

C. Persons shall not encroach or trespass on any Resident's Homesite or on any area which is not open for general use by Residents and their guests. All Park property which is not for the use of Residents and guests, including but not limited to gas, electrical, water and sewer connections and other equipment connected with utility services and tools and equipment of Park Management shall be avoided and not used, tampered or interfered with in any way.

D. Except for fireplaces or other appliances installed in a Resident's Home or charcoal or gas barbecues, no fires are permitted.

E. Children under 18 years of age will be off the Park Streets and Common areas, unless accompanied by an adult, by 10 P.M.

F. Vandalism of Park property (Pool, Clubhouse, Park Signs, etc.) will not be tolerated. Vandalism is a felony and person or persons caught will be prosecuted.

13. "FOR SALE" SIGNS AND COMMERCIAL ACTIVITIES

A. Except as specifically permitted by the Park's residency documents, no commercial activity or "For Sale" signs or other signs advertising anything for sale or advertising any other commercial activity are permitted. Signs with Resident's name and address are permitted. Personal items offered for sale by Residents to other Residents of the Park may be posted on the bulletin boards or other areas provided for this purpose by the Park. Residents shall be permitted to advertise

the sale or exchange of his home in accordance with the provisions of law then in effect. Any sign advertising the sale or exchange of Resident's home shall be limited in size as presently provided in the Mobile Home Residency Law (Article 9, Paragraph 799.1), no more than one (1) such sign shall be displayed and it shall be displayed only in the window of the home. Any change in the Mobile Home Residency Law or other laws affecting the restriction of signs shall automatically become applicable and be part of these guidelines.

B. Except for the sale of Residents Home, no "auction", "moving sale", or the negotiation for the sale of passenger cars, other vehicles, appliances or other items of personal property or other similar activity will be permitted. Residents may, however, advertise items for sale to the other Residents of the Park. Garage Sales will be permitted two times per year or with Management approval.

C. Throw-away newspaper, distribution of handbills and door-to-door selling or solicitation are not permitted without Park Management's consent. Solicitations for political or religious purposes will be permitted so long as they do not unreasonably disturb Residents of the Park. No notices or flyers are to be affixed to the mail boxes as per Postal Regulations #151 Paragraph #151.2.

14. LAUNDRY FACILITIES

Laundry facility is for Resident's use only. Please leave machines, dryers and laundry room clean. No tinting or dyeing in the machines. Remove all clothes from the machines as soon as cycle is finished. No children allowed unless accompanied by an adult. Hours are 9 AM to 9PM daily.

15. PARK OFFICE AND COMPLAINTS

The normal business hours for the Park Management Office are posted at the office door. Except in an emergency, please do not telephone or contact the Park Management after normal business hours. The Park Management office phone is for business and emergency use only; therefore, please do not give this phone number to others. Except for emergencies, all complaints must be in writing and signed by the person making the complaint. If police are called by any Resident, the Park Management shall be notified.

16. PETS

A limited number of pets, one dog or cat (not both) will be accepted at the sole discretion and judgement of Management. They are not to exceed 20 lbs. at full growth and are to be strictly a house pet and confined to Resident's space. Pets must have current inoculation certificates and licenses and only "altered" cats, with verification, will be accepted. Owners are responsible for "picking-up" animal litter from their lots, DAILY. No 'staking' or "tying" of pet or leaving pet unattended is permitted. No exotic pets are permitted (snakes, skunks, mynas or large parrot type birds, etc.). Any pet which causes any disturbance by barking, snarling, growling, crying, etc., which may annoy your neighbors will be cause for revocation of your permission to keep or bring a pet into Willow Creek. A separate Pet Agreement must be signed by Management and Resident. Management reserves the right to deny the keeping or acquisition of a pet if it feels there are an

excessive number of pets in the Park. Guests are prohibited from bringing pets into the Park.
LEASH LAWS ARE TO BE OBSERVED.

17. OTHER POLICIES AND DOCUMENTS

If, on the date these Rules and Regulations become effective, Resident has not signed a Rental or Lease agreement given to Resident concurrently with these Rules and Regulations, then all of the terms and provisions of that Rental or Lease Agreement and all documents referred or incorporated therein shall be deemed to be a part of these Rules and Regulations and fully enforceable between Park Management and Resident. The provisions of this paragraph shall not affect any provision of the Rental or lease agreement which relates to the type of notice or the length of the notice which Park Management must give before increasing the rent or other charges made to Resident and the rents and other charges may be increased just as if Resident had signed the Rental or Lease Agreement.

18. PARAGRAPH HEADINGS

These heading and titles of the paragraphs within these Rules and Regulations are included for purposes of convenience only and shall not affect the construction or interpretation of any of the provisions of said Rules and Regulations.

I have read the above Rules and Regulations and agree to comply with them.

RESIDENT:

Dated: _____

RESIDENT:

Dated: _____

RESIDENT:

Dated: _____