



Revised: May 22, 2018
Effective: January 22, 2019

VILLA MARGARITA MOBILE HOME PARK
10995 El Camino Real
Atascadero, CA 93422

PARK RULES AND REGULATIONS

Following are the Rules and Regulations of Villa Margarita Mobile Home Park. These Rules and Regulations are implemented pursuant to California Civil Code Section 798.25 and are applicable to all residents, upon proper notice, on the effective date noted above, whether or not they are signed. Management reserves the right to supplement and amend these Rules and Regulations as allowed by law. Although Management will take reasonable steps to enforce these Rules in a reasonable fashion from and after their effective date, the manner and method of enforcement lies solely within the discretion of Management, and there is no guarantee that these Rules will always be enforced to the exact satisfaction of any particular Resident. Since Management personnel and resources are limited, Residents should notify Management, in writing, of any Rules violation which Residents believe to require the attention of Management.

I. RENTAL AGREEMENT:

- A. These Rules and Regulations are an integral part of the Park's Rental Agreement. All Residents are required to sign a written Rental Agreement. An existing Resident is entitled to a Rental Agreement for a term of twelve (12) months, or a longer period if Management approves, or a lesser period if Resident desires.
- B. Prospective residents must fill out a Resident Application form and sign a Rental Agreement before they can be accepted as a Resident of this community. A prospective Resident who has already purchased a mobilehome from a previous Resident is not a legal Resident of this community until and unless Management has accepted that person as a Resident and a Rental Agreement has been signed.

- 2. **FAIR HOUSING COMMUNITY FOR OLDER PERSONS:** Villa Margarita Mobile Home Park is open to qualified Residents without regard to race, color, national origin, marital status, religion, gender, political affiliation, source of income, sexual orientation, or disability. Residency and occupancy at Villa Margarita Mobile Home Park is limited to households where all persons are at least age 55 or over. Residents are required to provide proof of age by way of government issued photo identification, and to update that information upon request of Management as allowed or required by law.

3. **WORD USAGE:**

- A. HIS, HER: Any reference to his or her is intended to include the other and is not limited to any particular gender.
- B. PARK COMMUNITY: Any reference to "Park" or "Community" refers to Villa Margarita Mobile Home Park;
- C. MANAGER: Any reference to the Manager refers to the Resident Manager.
- D. MANAGEMENT: Any reference to Management refers to the owners and operators of the Park, including the Resident Manager.
- E. RESIDENT: Any reference to a Resident refers to a person who resides in the Park, and is subject to a Rental Agreement or Lease.
- F. HOME, MOBILEHOME: Any reference to home or mobilehome refers to the Resident's mobilehome or manufactured home.
- G. GUESTS: Any reference to a Guest refers to a person who is present in the park at the invitation of Resident, but who has not signed a Rental Agreement or have any other rights of tenancy.
- H. RENTAL AGREEMENT: Any reference to "rental agreement" refers to the lease or rental agreement between Park and Resident.
- I. LOT, HOMESITE: Any reference to lot or homesite refers to the area upon which the Resident's mobilehome rests, which area is described by a specific address in the Rental Agreement.

4. **SPECIAL RULES INCORPORATED BY REFERENCE:** Other rules of conduct concerning the use of the Park's facilities are posted throughout the Park and by this reference are incorporated herein as though set forth in full. Residents must read and follow the posted rules.

5. **MOBILEHOME STANDARDS:** All homes to be placed in the Park must meet all local, state, and federal standards and must be brand new, except where otherwise required by law. All homes to be moved into this community must have written approval of Management. Manager will designate size and placement of each home. Tongue and hitch covers are required for homes without removable tongues.

6. **INSURING PROPER DRAINAGE:** It is the Resident's responsibility to assist Management in assuring the natural flow and drainage of water on the homesite. This requires that the Residents do not act in any way that would impede the natural flow and drainage of water, or assist in the buildup of water. Residents are required to use proper irrigation techniques. Additionally, it is required that the Resident "level" the coach on a consistent basis and install rain gutters and down spouts to

drain water to the street.

7. **SKIRTING AND AWNINGS:** Complete skirting and awnings of mobilehome must be completed within ninety (90) days after Resident's installation of a mobilehome in the park. Only skirting approved by Management in writing will be allowed. Any Resident installing patio or carport awnings must obtain written specifications from Management.
8. **STORAGE SHEDS:** Written approval of Management must be obtained before a shed is installed. One or two storage sheds, up to a combined total of 120 square feet may be placed on the homesite at the rear of the home. Storage sheds must be commercially manufactured and may be either metal or wood. Electrical service to the shed requires a State permit. The maintenance requirements for a shed are the same as those required for the mobilehome as outlined in paragraph 12. Sheds must be at least three (3) feet from the utility pedestal to allow for maintenance and reading of meters.
9. **PERMISSIBLE USE OF LOT:** The homesite shall be used for a home, approved by Management, to be used solely as a residence and shall house only those persons approved, in writing, by Management, and no others. Occupancy is limited to no more than two persons per the number of bedrooms, plus one. A "bedroom" is defined as sleeping quarters, as intended by the original manufacturer of the home. Any room converted from another use, or added onto the home, shall not be considered a "bedroom" without the express written approval of Park Management. Resident agrees not to change the home on said homesite without first obtaining Management's written consent, and all necessary permits. The homesite shall remain accessible to Management at all times in order to facilitate repairs of equipment, installation of new equipment, maintaining landscaping in proper condition and other emergencies that may arise. No commercial business shall be conducted in the Park, unless specifically authorized by State Law.
10. **GUESTS:**
 - A. Guests should be made aware of the community Rules and Regulations in order to prevent any embarrassment to the guests. Residents are responsible for the conduct and actions of their guests and any damages done by the guest are the responsibility of the Resident.
 - B. Guests may stay with a Resident for twenty (20) consecutive days or thirty (30) days in a calendar year without registering. Thereafter, guests must register at the Park office. Management reserves the right to determine whether the Park facilities can accommodate all the Residents and guests in the park, and, therefore, may at its sole discretion refuse a guest permission to stay in accordance with Civil Code provisions. Management agrees that it

will not unreasonably withhold its consent to allow additional people to move in with Resident. Subject to the provisions of the California Civil Code Mobilehome Residency Law (Section 798 et seq.) which allows certain guests to remain in the park on a long-term or indefinite basis, any guest remaining in the park more than thirty (30) days in any calendar year will be considered a Prospective Resident and must apply for residency as set forth in Rule 1-B, above. If such Prospective Resident is accepted for residency in the park, a Rental Agreement and other park documents must be signed by such person. If the application of the Prospective Resident is denied, that person must vacate the park upon at least seven (7) days written notice to the host Resident. No guest may remain in the park without the presence of a host Resident occupying the home on an ongoing basis. Resident agrees to have prospective new Resident in his home complete a Resident Application form which must be acceptable to Management. Thereafter, subject to the limitations of Civil Code Section 798.34 (b) and (c), Resident agrees to have the new Resident execute the Rental Agreement and the Park Rules and Regulations.

11. **LANDSCAPING:**

- A. Resident is required to provide and maintain attractive landscaping of the homesite. Resident may use any combination of lawn, shrub, flowers, trees, rocks or bark. If lawn, shrub, flowers, or trees are used, such landscaping must be well maintained, neat and attractive. Subject to the provisions of Civil Code Section 798.37.5, which makes Park responsible for some trees and for driveways in certain limited circumstances, Resident is solely responsible for maintenance, pruning, trimming and, when necessary in Park's discretion, removal of any tree on Resident's space. If rock is used, plastic sheeting must be placed beneath, leaving a ring around any trees for watering and an edging must be used. Permission of the Management is required prior to any digging on the Park or on the homesite. If rock or bark is utilized, such must be contained within the homesite and kept in a neat and attractive fashion. Any landscaping that would require excavation or digging greater than six (6) inches, including irrigation canals, must have the prior written approval of Management, to avoid damage to underground cables and pipes.
- B. No tree may be planted by a Resident on Resident's homesite without Park's prior written approval. Resident specifically agrees to maintain all existing trees or trees planted in the future in such a fashion as to take all reasonable steps necessary to prevent any tree from posing a "specific hazard" as that term is used in Civil Code §798.37.5. This includes proper pruning, trimming, root removal, and any other action that a reasonable person would take to avoid the creation of a specific hazard by any tree. All such actions shall be at resident's sole expense.

Resident
Initials

12. **MOBILEHOME MAINTENANCE:** The exterior of the mobilehome must be well-maintained, clean and neat in appearance. All electrical, water, sewer, and gas connections must be kept in a good and leak-proof condition at all times, and in compliance with all state and municipal laws or regulations. Report any community facility which is out of order to the Management. Any additions to the home (porches, screen rooms, cabanas, air conditioners, water softeners, etc.) must be approved by Management in writing, then submitted to the proper regulatory agency for the necessary permit. Use of spray guns or heavy equipment requires Management approval.
13. **LOT MAINTENANCE:**
- A. Residents shall maintain their homesites in a clean, well kept and attractive fashion, including the front, sides, and back. If a homesite is neglected, after reasonable written notice, Management reserves the right, but is not obligated to, take over its care and bill the Resident for this service, pursuant to Civil Code Section 798.36. All trash, debris, boxes, barrels, brooms, ladders, etc., must be kept out of sight. When homesite is vacated, all holes must be filled and leveled. Driveways must be kept clean at all times.
 - B. Where permits are required, they must be obtained by resident prior to commencement of work.
 - C. Resident waives all rights to make repairs or capital improvements to homesite at Management's expense. All alterations, improvements, and changes desired by resident shall be done either by or under the direction of Management, but at the cost of the Resident, and shall at once become a part of the realty and belong to Management. Resident shall be solely responsible for maintenance and repair of such improvement. However, at Management's option, Resident shall, at his expense when surrendering the lot, remove all such alterations, additions, or improvements installed by Resident, and Resident shall repair any damage to the premises caused by the removal.
14. **LOT USAGE AND VEHICLE REPAIR:** No towels, rugs, wearing apparel, or laundry of any description may be hung outside the mobilehome at any time. No vehicle repair, servicing or painting will be allowed in the Park. Any vehicle dripping fluids or oil must be repaired to avoid damage to the pavement. Drip pans may be used if kept clean. All vehicles parked at homesites must be fully operational, and capable of being moved in case of an emergency. Driveways are to be kept clean of oil stains if drip pans are not used. No parking or storage of travel trailers, boats over

20 feet in length, large trucks, campers, off-road vehicles, or commercial vehicles permitted at homesite. Ask office for information concerning space available for these vehicles. Patio furniture, barbecue equipment, and a storage shed are the only items permitted outside the home. Carports and porches are not to be used for storage.

15. **GARBAGE:** Garbage must be properly disposed of in the dumpsters provided. Trash which cannot be placed in garbage containers will not be hauled. All boxes must be flattened and yard trimmings cut up to reduce the volume of discarded items. Large items, appliances, building materials, and hazardous waste may not be placed in dumpsters, and Resident must dispose of such items at Resident's sole expense.

16. **SUBLETTING:**

- A. No subletting, subleasing, or renting of homes or homesites is allowed without prior written permission from Management. A prospective sublessee shall comply with any rule or regulation limiting residency based on age requirements. No sublease arrangement will be approved unless all sublessees are 55 years or older, and resident provides to Park a written Sublet Agreement between Resident and the sub-tenant. The term of any sublet agreement between Resident and sub-tenant must be for a minimum of six (6) months, and a copy of the Sub-Lease Agreement must be filed with the Park Office.
- B. The renter or sublessee shall comply with all rules and regulations of the park. The failure of a renter or sublessee to comply with the rules and regulations of the park may result in the termination of the homeowner's tenancy in the Mobilehome Park, in accordance with Section 798.56.
- C. The homeowner shall remain liable for the mobilehome park rent and other park charges and park will not accept any payments directly from sub-tenant.
- D. A Resident wishing to have someone use his home during the Resident's absence must obtain written permission from Management if the Resident plans to be absent for more than two weeks.
- E. Residents are prohibited from assigning their rights under any lease or rental agreement without the prior written approval of Management.

17. **MOBILEHOME RESALE:**

- A. Residents must notify Management sixty (60) days prior to the intended date of sale. At this time, Management will notify Resident in writing of any conditions of sale for homes which are to remain in the Park. A twenty-four by thirty-six inch (24" x 36") **A-frame or H-frame** sign advertising the sale of the mobilehome may be placed in front of coach. No other "For Sale" signs

are permitted. No "Open House" signs or "Real Estate Caravans" are permitted in the park. Management reserves the right to require removal of a home upon resale in order to upgrade the park, in conformance with the California Civil Code.

- B. **Before** the sale has been completed, the prospective resident (buyer) must be accepted in writing by Management and a Rental Agreement signed. Failure to comply with this Rule may result in the denial of entry into the Park for such person.
18. **FENCES**: No fences may be erected in Park.
19. **ANTENNAS**: No radio antennas may be erected in the Park. Satellite dishes up to 39" and T.V. antennas are permitted with prior Park approval, in accordance with FCC regulations.
20. **SAFE DRIVING**: Due to heavy pedestrian traffic in the Park, everyone is urged to drive **SLOWLY** and **CAREFULLY** at all times within the park. The posted speed limit is 10 mph.
21. **LAUNDRY**: Automatic laundry is for Resident's use only. Please leave machines, dryers, and laundry room clean. Remove all clothes from machines as soon as they are finished. No dyeing or tinting permitted in machines. Laundry room hours are posted at that facility.
22. **PETS**: Residents may keep one domesticated dog, or one cat, plus a reasonable number of caged indoor birds, or aquatic animal kept in an aquarium as a pet, subject to Management's prior approval. Approved pets must be registered with the Management. Dogs must be kept on a leash at all times when outside of Resident's mobilehome. Dogs may not be left unattended outside of the Resident's mobilehome. Pets which cause substantial annoyance to neighbors must be removed from the park. Pet droppings must be cleaned up daily. A separate pet agreement must be signed with Management before a pet can be approved. No pets in the pool area or recreational facilities.
23. **PARKING**: All vehicles parked in violation of these Rules are subject to towing at the vehicle owner's expense as allowed by Civil Code §798.28.5. Each homesite has parking facilities. No vehicle may be parked in Residents driveway in a manner which allows it to extend into the street or off the driveway. **NO STREET PARKING IS PERMITTED.** The streets within this community are narrower than conventional city streets and are in compliance with construction standards for mobilehome parks in California. The streets within a mobilehome park are entitled "Fire Lanes" and as such are under the jurisdiction of the local fire department. Therefore, any Resident or guest of a Resident parked on or protruding into the street or in violation of these rules or posted signs is subject to having their vehicle towed away at the owner's

expense. Parking is ONLY permitted in the designated parking spaces. Guest parking areas are ONLY for guests.

24. **RECREATION ROOM AND SOCIAL HALL:** The recreation room located in the Park is provided for the common use of all Homeowners, Residents, and Guests, and is open for common use during the hours posted on the outside entrance to the room. The recreation room and equipment is furnished for the convenience and use of Homeowners and Residents. Guests using these facilities must be accompanied by a Homeowner or Resident. All persons using the recreation room, including Homeowners, Residents, and Guests do so at their own risk. The Owners and/or Management are not responsible for accidents, injuries, or loss of property in connection with the use of the recreation room. Homeowners, Residents, and Guests are not permitted to enter the Social Hall in bathing suits, bare feet, or without shirts. With the exception of special events which have been approved by Management, the closing hour for the Social Hall is 10:00 p.m. Any Homeowner may reserve the Social Hall for a private party or other function by seeking such authorization for such event from the Management. Where allowed by law, a security deposit is required at time of reservation. The deposit will be refunded after the event and upon inspection if there are no damages. If authorization is granted for use of the Social Hall, the Homeowner and/or Resident shall be responsible for removing trash and personal belongings and must clean the kitchen following the function and restore it to the condition it was in prior to the function. No alcohol is permitted in the Social Hall or common areas of the Park.
25. **SWIMMING POOL:** The swimming pool in the Park is for the exclusive use of Homeowners, Residents and Guests. A Guest must be accompanied by a Homeowner or Park Resident when using the pool. All persons using the pool are responsible for their own safety as there is no lifeguard on duty. The pool is open for Homeowners, Residents and/or Guests between 10:00 a.m. and 10:00 p.m. and those using the pool are asked to observe the posted hours. Pool hours for visiting children under the age of 18 are daily between 11:00 a.m. 3:00 p.m. The Homeowners and Residents are limited to two (2) Guests, and Homeowners and Residents must accompany their guests to the pool at all times. In the event a Homeowner or Resident has more than two (2) Guests, as approved by Management, guests may swim in the pool only when pool is not crowded. No glass, food or beverage is allowed in the pool area. No alcohol is allowed in the pool area. Homeowners, Residents and Guests are prohibited from running or engaging in any activity that may be harmful to themselves or others using the pool facility. Children are permitted to use the pool during posted hours only. The therapeutic pool is for use by those at least 55 years of age only. Pets are not allowed in the pool area. Pool equipment, including pool sweep, are to be handled by Management only, and Homeowners, Residents, and Guests are prohibited from using or handling said equipment. Restroom facilities for the pool area are located in the clubhouse. When using the restroom facilities, Homeowners, Residents, and Guests must have dry feet and dry swimming suits.

26. **YARD/GARAGE/ESTATE/RUMMAGE/ MOVING/CARWASH SALES:** No yard sales, garage sales, estate sales, rummage sales, moving sales, carwash sales, or ANY other sales are allowed on Park property. The exception to this is Mobilehome sales.
27. **WRITTEN APPROVAL:** References to "approval," "permission," or "authorization" of the Management shall be construed as written approval prior to taking action.
28. **RECEIPT OF PARK RULES AND REGULATIONS AND APPLICABLE LAW:** Resident hereby acknowledges receipt of the Park Rules and Regulations and a copy of the California Civil Code provisions entitled "Mobilehome Residency Law". Park reserves the right to amend these Rules and Regulations from time to time pursuant to the provisions of the Civil Code.
29. **CAPTIONS:** The titles of paragraphs herein are for identification only. Residents should read the complete text of all paragraphs in order to fully understand the Rules and Regulations, or to find answers to particular questions.
30. **EXECUTION AND ACKNOWLEDGMENT:** Resident acknowledges having read the Park Rules and Regulations and agrees to be bound by all the terms and conditions herein contained.

Executed this _____ day of _____, _____,
_____, California.

Resident

Resident

Resident

VILLA MARGARITA MOBILE HOME PARK

By, _____
Park Manager