

**FULLY RESTATED**  
**MOUNTAIN VIEW MOBILE ESTATES**  
**RULES AND REGULATIONS AS OF OCTOBER 2002**

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**THE FOLLOWING ARE DESIGNED TO PROTECT THE COMFORT, HEALTH AND HAPPINESS OF EACH RESIDENT. THESE RULES AND REGULATIONS MAY BE CHANGED FROM TIME TO TIME, TO ACHIEVE THIS PURPOSE, AT THE SOLE DISCRETION OF MANAGEMENT AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA. ALL UNDEFINED CAPITALIZED TERMS FOUND IN THESE RULES AND REGULATIONS SHALL HAVE THE MEANING FOUND IN THE MOBILEHOME RESIDENCY LAW (THE "MRL"), CIVIL CODE SECTIONS 798-799.9. THE TERM COMMUNITY SHALL MEAN A MANUFACTURED OR MOBILEHOME.**

**1. RESIDENCY REQUIREMENTS AND GUEST**

- a. Residency in the Community is open to people of all ages.
- b. No home may be occupied by more than two (2) persons per bedroom, plus one (1) additional person. This does not include sleeping porches and other like accommodations. It must be a bonafide bedroom installed when the home was manufactured or added by a building permit that designated the addition as a bedroom.
- c. Any guest who stays with a Resident for more than twenty (20) consecutive days in any period or a total of thirty (30) days in a calendar year must register with the Community office and agree to be bound by these Rules and Regulations. Such guest shall not be permitted to remain in the Community if the guest violates the provisions of subsection B, above. All guests including those described in Civil Code Section 798.34(b)-(d) shall not become Homeowners with rights under the Mobilehome Residency Law, other than as described in Civil Code Section 798.34.
- d. Residents are required to acquaint all guests with these Rules and Regulations, so they may abide by same.
- e. Residents are personally responsible for all actions and conduct of their non-Homeowner Residents, guests, invitees and licensees and liable for any property damage caused or contributed to by such person.
- f. Guests must be accompanied by a Resident when using any Community facility, including but not limited to, the clubhouse, pool, spa and billiard room. Management reserves the right to limit the number of guests using a Community facility if such use will unduly interfere with Residents' use of the facility.
- g. All Residents, guests and other individuals must comply with these Rules and Regulations. When a provision of these Rules and Regulations places an obligation or restriction on a Resident, such obligation or restriction shall apply to a Resident or Guest as well.

**2. SELLING HOMES IN THE COMMUNITY**

- a. Owners of homes which are intended to remain in the Community may not sell their homes or transfer title without first notifying Management, in writing, that they wish to sell.

Management reserves the right following receipt of the notice to provide the Homeowner with a written summary of repairs or improvements which must be made to the home, its appurtenances, or any accessory structure, necessary for the home to comply with the requirements of state law, regulations and local ordinances. The summary shall comply with the legal requirements for such notice, including without limitation California Civil Code Section 798.73.5.

- b. Any home that is in significantly rundown condition or in disrepair as determined by Management in its reasonable discretion, shall be removed from the Community, upon the sale of that home. If the Buyer of such a home desires to keep the home in the Community, then with written consent of Management the home may remain in the community by being upgraded to conform with the requirements found in these Rules and Regulations and the Mountain View Mobile Estates Architectural Guidelines as each is amended from time to time.
- c. Homeowners must also secure Management's approval, in writing, of the prospective homeowner. Buyers must be interviewed by Management and have Management approval prior to close of escrow and taking possession of the home. In the event the prospective homeowner has possession of the home without obtaining Management's approval and executing a residency agreement, the prospective homeowner shall be deemed an unlawful occupant as described in Civil Code Section 798.75. In that event, Management intends to immediately move to evict the illegal occupant as provided for in that section of the law. Management reserves the right to disapprove a prospective buyer for residency, if Management determines that the purchaser does not have the financial ability to pay the rent and charges of the Community or if Management reasonably determines that, based on the purchaser's prior tenancies, he or she will not comply with the Rules and Regulations. In determining whether the purchaser has the financial ability to pay the rent and charges of the Community, Management may require the purchaser to document the amount and source of his or her gross monthly income or means of financial support.
- d. Homeowners may select a brokerage service of their choice, or if they so desire, they may sell their home themselves. The requirements for approval of prospective buyers are those found in these Rules and Regulations whichever sales method is chosen.

**3. SIGNS**

- a. One (1) "For Sale" sign not to exceed 24 inches in width and 36 inches in height may be displayed if a Homeowner desires to sell his/her home.

- b. The "For Sale" sign may be posted in a window, or on the side of the home facing the street, or in front of the home facing the street. Signs posted in front of a home may be of an "H-frame" or "A-frame" design with the sign face perpendicular to, but not extending into, the street. Homeowner's may attach to the sign, or their homes, tubes or holders for leaflets which provide information on the home for sale or exchange. The "For Sale" sign shall only be permitted to state the name, z and telephone number of the owner of the home or Homeowner's agent.
- c. No handwritten signs will be permitted.

#### 4. INSTALLATION OF HOMES

- a. Any home to be moved onto a Community homesite must comply with the Mountain View Mobile Estates Architectural Guidelines (the "Architectural Guidelines") and be approved by Management prior to installation.
- b. Manufacturers have recently developed a new type of home, commonly known as a two-story manufactured home. A two-story manufactured home offers attractive qualities to some Homeowners. It may allow for a Homeowner to have a home with more square footage than a single level home. However, two-story homes may also lead to a more intensive use of the Community, including more use of light and airspace, and more Homeowners per homesite than currently found in the Community. This can lead to more use, wear and tear on the Community's common areas and greater use of utilities. Placement of the two-story homes is also a better and more valuable use of the homesite. For these reasons and others, no Homeowner may install a two-story home in the Community without Management's prior written approval. Management may also condition such approval on Homeowners agreeing to pay a larger amount of homesite rent. Management may also condition such approval on Homeowner using a style of two-story home which minimizes the impact on other homes to the greatest extent possible. Management may also require that such two-story homes be placed in a particular manner or location within the homiest. Management may also prohibit the placement of two-story homes in certain areas of the Community.
- c. Please refer to the Architectural Guidelines for detailed requirements for new homes (including two-story models). The Architectural Guidelines are hereby incorporated into these Rules and Regulations subject to the "Grand Father" provisions found in both documents.

#### 5. HOME AND HOMESITE STANDARDS AND MAINTENANCE

- a. Prior to undertaking any repairs, improvements or modifications to the exterior of Resident's home or upon the homesite, which would alter the existing appearance, if well maintained, excluding landscaping but including trees, the Resident must obtain Management's written approval of the proposed repair, improvement or modification. Management reserves the right to disapprove any such work that in its reasonable discretion, is inconsistent with the Architectural Guidelines, or would interfere with, or violate any easement, set-back requirement, ordinance, or statute. In addition to obtaining Management's written approval, Resident must ensure that the repair, improvement, or modification meets all legal requirements. Resident shall obtain all necessary permits and licenses required for such work. Resident shall be responsible for ensuring that any party undertaking work on Resident's behalf has proper insurance (both as to type of insurance and coverage amounts.) Resident shall be responsible for the actions of such parties, including any damage or injury they cause to person or property. Management may post and record a notice of Non-Responsibility or take other action to protect Management from claims from such parties. During the work, Resident shall take all reasonable actions to shield the work from view of others, including but not limited to having window coverings on all windows.

Repairs, improvements or modifications shall include, but not be limited to: (1) Adding rooms or structures to home; (2) Storage sheds; (3) Fencing; (4) Painting; and, (5) any other repairs or improvements to the home or homesite. Please refer to the Architectural Guidelines for detailed requirements for new homes.

- b. Residents must comply, at their own cost, with any and all applicable state and local laws for home and accessory buildings, including (but not limited to) permits, license, taxes and insurance.
- c. It is the responsibility of the Residents to landscape the homesite and to maintain it in a neat and attractive manner.
- d. During a planned absence, arrangements must be made for the care of the absentee Resident's yard.
- e. Residents are responsible for the repair and maintenance of Residents' driveway, if the Resident installed the driveway. Management shall be solely responsible for the maintenance, repair, replacement of all driveways installed by Management. Notwithstanding Management's responsibility pursuant to this Section of the Rules and Regulations, Management shall not be responsible for repair of a driveway, which is caused by Resident's violation of these Rules and Regulations. Resident shall not do the following, which could lead to damage to the driveway: cause any chemicals, oil or rust to leak on to the driveway and cause permanent stains; cause the driveway surface to be damaged, cracked or lifted from beneath due to operation of equipment, tools, improper drainage or some other method, accidental or otherwise.
- f. With respect to trees on Homesites, Management shall be solely responsible for the trimming, pruning, or removal of any tree, and the costs thereof, upon written notice by a Resident or a determination by Management that the tree poses a specific hazard or health and safety violation. In the case of a dispute over the assertion,

Management or the Resident may request an inspection by the department of Housing and Community Development or a local agency responsible for the enforcement of the Mobile Home Parks Act (part 2.1 (commencing with Section 18200) of the Division 3 of the Health and Safety Code) in order to determine whether a violation of that act exists.

No Resident may plant a tree on their homesite without first obtaining written permission from Management. Resident shall undertake the following maintenance of the trees on their homesite: all trimming, pruning, watering, fertilization or other treatments necessary to maintain the tree in good health and a safe condition. Trees on a homesite shall be trimmed regularly so that they do not grow in a manner to interfere with other homesite views and so that roots do not undermine existing structures.

- g. Management must be consulted as to location of underground utilities prior to any digging below six (6) inches in depth.
  - h. Bamboo, reed, matchstick or canvas may be used as a cover or type of hanging on porches, carports, patios or fences, as long as they are well maintained. Corrugated plastic may not be used.
  - i. Only the following exterior antennas are permissible: (1) an antenna or satellite dish that is designed to receive direct broadcast satellite service, including direct-to-home satellite services, that is one meter or less in diameter; (2) an antenna that is designed to receive video programming services via multipoint distribution services, including multi-channel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, and that is one meter or less in diameter or diagonal measurement; or (3) an antenna that is designed to receive television broadcast signals. Residents shall consult with Management prior to installation of an antenna described above to discuss the placement and location of such antenna. No antenna may be placed in a location or manner which could lead to damage to or interference with other utilities on, above or under the homesite. Further the placement of the antenna cannot be in a manner or location, which in Management's reasonable judgement poses a risk of harm to person or property.
  - j. All items needing storage must be stored in the storage shed or in the home. No accumulation of items will be permitted around, on top of or under the home, or on the driveway, steps or porches. Any storage beneath a home is prohibited by law.
  - k. No indoor appliances including washers, dryers and refrigerators shall be permitted outside the home unless installed within a storage shed.
  - l. Exterior lighting must be a type and placed so as to not be a traffic hazard, or objectionable to the neighbors.
  - m. Patios and surrounding area must be neat and well kept. Shrubs, vines, trees and other landscaping shall not obscure other Resident's view or be excessive in height or brush against a neighbor's home.
  - n. Plastic which is at least 6 mils thick must be used under all rock landscaping to retard weed growth. Please refer to the Architectural Guidelines requirement for replacement of existing plantings or a major re-landscaping project.
  - o. In order to allow access for meter reading and repair, all utility meters must be easily accessible through the carport area at all times. (The Department of Housing and Community Development may take legal action against you if the utility meters are not easily accessible). Each home must have a utility inspection panel not less than eighteen (18) inches in any dimension and not more than four (4) square feet in an area, located in a manner that the utility connections may be inspected and contain use fasteners that do not require special tools to remove.
  - p. Fencing, including but not limited to decorative lattice, must be maintained in good condition by the Residents that the fence separates. Non-coated, non-colored chain link fencing is prohibited.
  - q. Masonry skirting must surround the entire home and must comply with the Architectural Guidelines. The hitch (tongue) must be removed from the home.
  - r. Porches and entryways must be covered unless Management determines in its reasonable discretion, that they are not necessary or practical due to the type of model of home to be installed.
  - s. No short-wave radio transmitters may be used in the Community.
  - t. Resident shall maintain home exterior in a neat, presentable manner.
  - u. In the event the Resident fails to maintain the Homesite or landscaping in a manner consistent with the Rules and Regulations, Management will notify the Resident, in writing, describing the specific condition to be corrected and an estimate of the charges to be imposed by Management if the services are performed by the Management staff or its agent.
  - v. If a Resident does not comply within fourteen (14) days of the notice of a violation, Management may carry out, at the Resident's expense, the necessary gardening, maintenance and/or repairs as are reasonably needed to comply with the Rules and Regulations.
6. COMMERCIAL ENTERPRISES
- a. No resident may engage in any type of commercial business which interferes with other resident's quiet enjoyment or that involves the entry of others to the Community or use of the Community's water, sewer, electrical or mail service. The Resident is responsible for obtaining all licenses and permits for any permissible business and for paying any taxes and fees associated with such operation.
  - b. No commercial solicitations are permitted in the Community. Solicitation of any other type must have the written approval of Management. Canvassing and petitioning Residents for noncommercial purposes relating to home

living, election to public office, or the initiative, referendum, or recall processes at reasonable hours and in a reasonable manner, including the distribution or circulation of information is permitted.

#### 7. TRASH AND GARBAGE DISPOSAL

- a. Residents must place all trash, grass cuttings and leaves in trash cans.
- b. Garbage must be wrapped and securely tied and placed in a trash can with a secure lid at all times and the trash cans must be stored in a manner which is least visible from the street.
- c. Residents are responsible to ensure that any contractors, landscapers or other invitees or licensees remove all construction material and equipment from the Community following work on a project for a Resident. Construction refuse (including refuse from work done by the Resident) may not be dumped in Community Dumpsters. The Resident must ensure that the homesite is cleaned and no material is left on the homesite. The Resident shall also be responsible for any damage to the Community or other homes or homesites caused by Resident's contractor, landscape, invitee or licensee.

#### 8. VEHICLES

- a. All residents and their guests must drive at a safe speed within the Community. The speed limit is 15 miles per hour for all vehicles. All state and local regulations applicable to the operation of vehicles are applicable within the Community.
- b. Residents may park the number of vehicles that fit within Resident's covered carport and in no event may any portion of a vehicle extend into the street.
- c. All residents must comply with Management's policies and procedures for parking cars, including but not limited to, displaying parking permits if required by Management. Management's parking policies and procedures may be modified by Management. In that event, Management will give all Residents written notice of any changes in policy.
- d. Unlicensed drivers will not be permitted to operate a vehicle in the Community. This includes, but is not limited to cars, golf carts, motorcycles and mopeds.
- e. All vehicles must operate in a manner which does not disturb Residents and guests.
- f. Other than in the designated recreational vehicle storage area, under no condition will commercial or recreational vehicles be permitted to park within the community, i.e., motorhomes, mini-motorhomes, cab-over campers, trailers, fifth-wheels, buses or trucks. Pickups with camper shells, small vans and golf carts are exempt. (Camper shells must remain on the vehicle).
- g. Campers, trailers and other similar types of vehicles are allowed in the Community for the purpose of loading and unloading as long as they do not block traffic or cause a potential danger to other drivers or pedestrians in Management's reasonable discretion. They may only be parked for the period of time necessary to load or unload, which in all events may not exceed five (5) hours. A legally licensed driver of the vehicle must be present at all times. Two vehicles must remain hooked up to the trailer at all times. Hazard lights or devices must be used when an RV is parked in front of a home.
- h. A Resident may make minor vehicle repairs in a timely manner in his driveway, provided that the area is kept in an orderly appearance. Minor repairs of no longer than eight (8) hours and the changing of engine oil are permitted. **ONLY IF THE VEHICLE OWNER ARRANGES FOR THE PROPER DISPOSAL OF HAZARDOUS MATERIALS.** Hazardous materials including engine oil and gasoline may not be disposed of in Community dumpsters or drains. The resident is responsible for any damages including to other homesites, due to these activities.
- i. Washing vehicles with cleaning solvents on the streets or carports is prohibited. This provision is not intended to prevent a Resident from dusting or other forms of cleaning his or her car that does not involve cleaning solvents.
- j. Parking on the streets within the Community is allowed for guest and temporary visitor parking only, or when the vehicle is parked in front of Resident's home, to load or unload the vehicle. Parking is prohibited in areas signed as such.
- k. **Please note that violation of the parking rules found in this Section may lead to the violator's car being towed without prior notice from the Community at the violator's expense.**
- l. Residents may not park in spaces designated for guests, without Management's approval.
- m. If a Resident owns more vehicles than there is space in his parking area, Management may assign the Resident an additional space and impose a fee.

#### 9. QUIET ENJOYMENT AND SAFETY

- a. Obnoxious or offensive activities that are on undue annoyance to other Residents are prohibited.
- b. Behavior which constitutes a substantial annoyance to Residents, guests or employees shall not be permitted and may subject a Resident or Resident to having his or her tenancy terminated. Such behavior includes but is not limited to criminal acts, drug use, excessive alcohol use, threats, yelling, foul language, sexual behavior in public places, or harassment of others.
- c. Use of power tools and landscaping equipment (including gas-powered leaf blowers) by Residents or contractors is restricted to the hours of 8:00 a.m. to 6:00 p.m., Monday through Friday and 9:00 a.m. to 1:00 p.m. on Saturdays. These activities are not permitted on Sundays or legal holidays.

- d. Due to the Community's topography and other risks, skateboarding, roller-skating, rollerblading, scooters and all other similar activities, other than bicycle riding, and motor driven scooters, whether they have brakes or not, are prohibited in the Community.

Bicycle riding and motor driven scooters must be done safely and confined to the Community streets. All bicycles must be ridden at a safe speed. Management reserves the right to stop any Resident or Guest that is reasonably believes is riding a bicycle in a reckless or dangerous manner which poses a risk of injury to the rider or other people or damage to property. Any vehicle requiring a license to operate on public streets requires a license to operate at Mountain View. Management reserves the right to stop any activities which is reasonably believed to be hazardous, negligent, or otherwise irresponsible.

Management also reserves the right, in its sole and absolute discretion, to prohibit any Resident or guest from engaging in such activities for a period of time to be determined by Management in its sole discretion, upon violation of Section 9.D on more than one occasion in any six month period or upon engaging in the activity in such a reckless manner that Management believes that continuing to allow the individual to engage in the activity will pose a risk of injury to the participant or others. Management does not assume any responsibility for policing these activities, however Management will investigate matters brought to its attention.

- e. Any non-Resident resident who is 18 years or older must sign the Rules and Regulations.
- f. The use of firecrackers and other fireworks, firearms, BB guns, sling shots or archery equipment is prohibited in the Community.
- g. Each Resident, guest and contractor must maintain radios, compact disc players, tape players, stereos, musical instruments, televisions and voices at moderate levels, particularly between the hours of 10:00 p.m. to 7:00 a.m.

#### 10. PETS

- a. All pets must be registered with Management. Due to the density in the Community, no more than one (1) pet is allowed per home, unless as of September 1, 2002, Resident owned more than (1) pet which was residing in the Community and registered those pets with the Management by November 1, 2002. These additional pets are grandfathered but cannot be replaced if they die, are lost or are removed from the Community.
- b. THE TYPES OF PETS PERMITTED ARE: Domesticated, dogs, cats, small birds, (such as parakeets and canaries), fish and other usual household pets approved by Management.

Other than guide, signal or service dogs, only small dogs or cats are permitted which, when fully grown, do not exceed forty (40) pounds in weight or twenty (20) inches in height when measured in a standing position from the floor to the top of its shoulder. Pit bulls, Doberman Pinschers and Rottweilers are expressly prohibited in all circumstances.

- c. Non-house pets and strange and exotic pets are prohibited.
- d. No cages, pet houses or other structures meant to provide shelter for an animal are permitted outside the home.
- e. Management must be given information on a prospective Resident's pet before an application to lease is accepted. Management shall not approve a prospective Resident's pet that does not comply with these guidelines. If a Resident acquires a pet after moving into the Community, the Resident must register the pet. A pet tag will be issued by Management and the tag must be worn by the pet when the pet is out of the home.
- f. If a pet is lost, removed from the Community or dies and the Resident wishes to replace the pet, Resident must bring the new pet to Management for review for compliance with these rules. However, the Resident may not replace any pets in excess of the one (1) pet per home rule.
- g. The following Rules must be strictly followed by all Residents:
  - i. Each pet must be licensed and inoculated in accordance with the local law.
  - ii. Pets may only be walked on the Community's streets or common areas (not on other Residents' homesites), provided the pet is leashed. If Resident's pet is walked within the Community or allowed to exercise in Residents yard, all excrement must be picked up properly wrapped, and placed in the trash immediately. When walking a pet within the Community, the Resident must have in his or her possession, material for picking up the pet's excrement. When pets are on the homesite and outside the home or walked within the Community, they must be on a leash, not to exceed six (6) feet in length. Tying up pets outside the home or anywhere within the Community and leaving them unattended is prohibited.
  - iii. The local animal control department may be notified when a pet is running loose in the Community. Recurring violations of this rule will lead to the loss of the privilege to maintain that pet. Management reserves the right to catch roaming animals (including registered, non-registered, wild or domesticated) and turn them over to the local animal control department. Registering a pet with Management does not prevent this from occurring.
  - iv. Pets will not be allowed in the clubhouse, recreational areas or any common areas at any time.
  - v. Pets will not be allowed to cause any disturbance which might unduly interfere with a neighbor's quiet enjoyment including, but not limited to, excessive barking, growling, squawking, biting, digging or any other

unusual noises or damage. Under no condition is a pet to invade the privacy of anyone's homesite, including flower beds, shrubs and plants.

- vi. Guests are not permitted to bring any pet into the Community.
- vii. The Community encourages pets to be spayed or neutered. However, in the event of offspring, Management must be notified, and written permission must be obtained for the offspring to stay in the Community for an interim period, but in no event to exceed eight (8) weeks from birth.
- viii. The Resident is responsible for any damage to Community property or damages or injury to the property or person of other Residents or persons caused by Resident's pet(s).
- ix. Residents must execute a pet authorization form prior to bringing the pet in to the Community.
- x. In order to protect the health and safety of Residents and their pets, feeding and water dishes other than liquid bird feeders shall not be placed outside the home.

#### 11. SWIMMING POOL/SPA

- a. The swimming pool/spa are primarily for the use of Residents. A Resident may bring guests if the number is reasonable enough so as not to intrude upon the enjoyment of other Residents. Residents must accompany their guests at all times.
- b. The community does not have lifeguards on duty, therefore, children under the age of 14 may not use the pool or spa without an adult in attendance. Management reserves the right, but has no duty, to prohibit the unsupervised use of the pool or spa by any Resident or guest whom it observes requires supervision or assistance due to his or her swimming ability, in order to avoid an undue risk of injury or harm to him or herself or to others.
- c. Management is not obligated to observe use of the swimming pool or spa or ensure the safe use by Residents or Guests including minors. All use of the swimming pool or spa is at the users' sole risk.
- d. Residents are personally responsible for all actions and conduct of their guests, and liable for any property damage or injury caused or contributed to by guests. Guests must not infringe on the comfort of Residents.
- e. The pool area has posted regulations which shall be applicable to all users and may be changed from time to time.
- f. For the safety and enjoyment of all Residents, all children using the swimming pool and spa must be toilet trained. No diapers are allowed in the swimming pool.
- g. The pool and spa are intended to be for the benefit and enjoyment of all Residents. All Residents and guests must show respect and understanding for all other Residents' and guests' pool and spa use. Management reserves the right to stop any action by a Resident or Guest which it believes unreasonably infringes on other Resident's or Guest's enjoyment and comfort or poses a risk of injury. However, Management does not assume any responsibility for policing these activities.
- h. Management reserves the right to designate use of the swimming pool for a specific use, such as lap swimming or water aerobics classes, during specified times. Management reserves the right to allow non-Residents to participate in such activities. Use by Residents of Guests of the swimming pool, during a designated activity time, in a manner which is inconsistent with the designated use or interferes with such use, is a violation of the Rules and Regulations.
- i. For safety reasons, no children under the age of 5 years old may use the spa.
- j. Only non-alcoholic beverages are permitted in the pool area and must be in plastic or non-breakable containers. Glass containers are not permitted in the pool area.

#### 12. COMMUNITY OWNED UTILITIES

No person other than designated Management personnel or assigned representatives may alter, modify or repair any above ground utility without prior approval of Management. This includes landscape and irrigation timers and components. The Homeowner is responsible for the cost of maintenance and repair of all utilities from the home to the meter for that utility.

#### 13. FEDERAL AND STATE LAWS

Violation of any federal or state law or local ordinance within the Community is a violation of the Rules and Regulations.

#### 14. CLUBHOUSE RULES

- a. The clubhouse and patio (collectively the "Clubhouse") are primarily designed for the enjoyment of Residents. Private parties may be held in the clubhouse only with Management approval of the type of purpose of the gathering and private parties will not be permitted if a schedule conflict exists.
- b. Only a Resident may reserve the Clubhouse.
- c. Any Resident reserving Clubhouse for private use must schedule the date and time with Management. For private parties, the Resident reserving the facility must be present during the entire event.
- d. When the Clubhouse is used for a private event, other common facilities such as the swimming pool shall remain open for use by other Residents.
- e. After all events, the Clubhouse must be left clean. Floors must be clean, tables and chairs wiped off and all garbage removed from the Clubhouse area put into the trash dumpsters. A deposit is required for cleaning the Clubhouse, which is only refundable if the Clubhouse is left in good condition. Supplies and equipment necessary to clean the Clubhouse facilities shall be provided by the Resident who reserves the Clubhouse.

- f. If the kitchen is used it must also be left clean. Food may be placed in the refrigerator prior to an event, but it must be removed immediately after the event.
  - g. At no time may the swimming pool and spa areas be used for a group gathering of non-Resident guests (private parties) unless the gathering is sponsored by Management.
  - h. Dance floor powder may not be used for safety reasons.
  - i. If more seating is needed than is already set up, Residents will be responsible for setting up extra tables and chairs, and then returning them to the storage areas and returning all clubhouse furniture to its original placement by 8am the following day.
  - j. The Clubhouse hours will be posted and may be changed upon sixty (60) days prior notice from Management. The Clubhouse may be closed to the residents if reserved for functions or meetings, including by Management.
  - k. All activities must end by 10:00pm except on New Year's Eve or for special Homeowner's Association and Management events.
  - l. All users of the Clubhouse must respect the rights of other people present in the Clubhouse. Management reserves the right to stop actions by a Homeowner, Resident or guest which unreasonably infringe on the use of the Clubhouse by others.
  - m. Residents shall be responsible for the cost of repair or replacement on any items damaged or destroyed by Resident or Resident's guests, invitees or licensees.
15. ASSIGNMENT OF RESIDENCY AGREEMENT AND SUBLEASING
- a. No Resident shall assign or sublet all or any portion of the home or the homesite being leased to him/her without the prior written consent of Management which may be withheld in its reasonable discretion. Management may impose a \$50 fee to review and process a sublease application.
  - b. Any request to assign or sublease shall be accompanied by the application of the proposed assignee(s) on the form provided by Management.
  - c. An assignee or subtenant or any other Resident, 18 years or older shall be required to sign a copy of the current Mountain View Mobile Estates Rules and Regulations.
  - d. When subleasing, the Resident shall prepare his/her own agreement with the potential sublessee, a copy of which shall be provided to Management, but the Resident shall remain completely responsible to Management pursuant to the terms of his/her Residency Agreement. Management may require an addendum to the sublease.
  - e. When a home is subleased, Management shall direct rent and other notices to the Resident and shall not have any responsibility to notify the sublessee of any matters, including those which may affect the sublessee's occupancy.
16. POSTED RULES AND REGULATIONS
- All common area facilities shall be available to Residents at reasonable hours. The hours of operation shall be posted at the facility. In addition, rules and regulations relating to the use of particular common area facilities or areas are posted at such facilities or areas. Such rules and regulations are subject to change from time to time in accordance with the MRL.
17. OTHER
- a. These Rules and Regulations supplement State and Municipal laws governing manufactured home communities, and each Resident occupies his homesite subject to said State and Municipal laws and these Rules and Regulations. In the event that a law is created or modified which would render provision of these Rules and Regulations invalid or unlawful, that provision shall automatically be modified and interpreted in a manner which is consistent with the law.
  - b. In the event any of the above Rules and Regulations is determined to be invalid or unenforceable, that shall not affect the validity or enforceability of all the other Rules and Regulations which shall continue to be valid and enforceable.
  - c. Any of Management's remedies upon violation of these Rules and Regulations found herein, are not intended to limit or supersede Management's Rights under the law. Those rights and remedies include without limitation, to seek an injunction or termination of tenancy.

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