# RULES AND REGULATIONS of RAMON MOBILE HOME PARK

These Are the Rules of Ramon Mobile Home Park. They Have Been Prepared in Accordance with the Provisions of the Mobilehome Residency Law. Violation of These Rules Will Give Ramon Mobile Home Park Cause to Evict Anyone Living in the Mobilehome Pursuant to §798.56(d) of the California Civil Code, And/or Cause to Obtain an Injunction Against the Tenant, Enjoining the Homeowner(s) or Their Guests from Further Rule Violation, Pursuant to §798.88 of the California Civil Code. A Notice of Violation of These Rules Will Be Sent to Any Registered Owner and Legal Owner of the Mobilehome as Required by the Mobilehome Residency Law. If Any of These Rules Are Unclear, Community Management Should Be Contacted for an Explanation. These Rules May Be Changed from Time to Time after the Community Has Met and Consulted with the Homeowner(s) Under The Provisions of The Mobilehome Residency Law Upon Proper Notice. By Executing The Rental Agreement or Lease to Which These Rules Pertain, Homeowner(s) Acknowledge(s) That They Are in Every Respect Reasonable And "Consent" to Them.

Ramon Mobile Home Park Operates as "Housing For Older Persons" And Is a Community Designed And Operated Exclusively to Meet The Housing Needs of Older Persons. These Rules And Regulations Are Intended to Protect The Comfort, Health, and Enjoyment of Each Resident in The Community, as Well as The Interests of The Community Owner in Managing And Operating The Community as a Community For Older Persons. Ramon Mobile Home Park Limits Tenancy As Follows: All Mobilehomes Must Have At Least One Tenant Permanently Residing In The Mobilehome Who Is At Lease Fifty-Five (55) Years Of Age Or Older, And No Person May Regularly Occupy Any Mobilehome In The Community Unless They Are Forty-Five (45) Years Of Age Or Older.

All Rules And Regulations Stated Herein Will Be Applied in a Reasonable Manner.

These Rules Are Prepared in Accordance With The Federal Fair Housing Law And Ramon Mobile Home Park Does Not Discriminate Against Any Person <u>Because of Race, Color, Religion, Sex, Sexual Orientation, Disability, Family Status, or National Origin</u>

Tenant Initials

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1. <u>LEASE AGREEMENT</u>: Homeowner shall not violate any terms or conditions of the Rental or Lease Agreement that is in force between Homeowner and the Community.

Homeowner must pay all rent, utilities and other charges on the first (1<sup>st</sup>)day of every month. If rent, utilities and other charges are not paid by the sixth (6<sup>th</sup>)day of the month, Homeowner will be required to pay a late charge of \$20. There will be an additional \$20 charge for checks returned for insufficient funds or any other reason. Assessment of late charge shall not constitute a waiver of any default by Homeowner and shall be without prejudice to the rights of the Community to seek eviction, rent damages, or other legal remedies or equitable relief.

2. SPACE OCCUPANCY/USE OF SPACE: The persons allowed to occupy a space within the Community shall be only those persons listed on the rental agreement. The maximum number of persons allowed to occupy a space shall be limited to two (2) persons per bedroom plus one. No other persons shall be allowed to reside on the space without the express written permission of the Community or as provided below. The Homeowner shall ensure that at all times during the rental period or renewal, at least one of the individuals occupying the mobilehome must be the legal or registered owner of the mobilehome.

The home and space shall only be used for the private residential purposes of Homeowner. No business or commercial activity of any nature shall be conducted thereon. For purposes of this Agreement, commercial activities includes, but is not limited to, any on-site activity requiring the issuance of a business license or permit by any governmental agency, and any activity which increases traffic within the Community, requires the storage of material on the space, results in deliveries within the Community, or unreasonably interferes with other Residents' quiet enjoyment of their homes and spaces.

Only persons who have applied for and have been accepted as tenants shall occupy a mobilehome on the leased space. The registered owner of a mobilehome on the leased space must apply and qualify for tenancy and must occupy the mobilehome upon acceptance to reside at the space. Each applicant for residency must acknowledge that his or her application for residency will be accepted based solely upon his or her application and qualifications and not those of any other persons. Each applicant for residency must represent in writing to the Community that the leased space (Homesite) is, and will be, the applicant's permanent and primary place of residency and that no other person will reside in the mobilehome on the leased space without the applicant's presence regardless of whether they have been listed on the application or lease agreement as an additional occupant.

A. Guests: Homeowner is allowed to have guests stay at his or her home; however, said guests must agree to abide by all Community Rules and Regulations and must be accompanied by Homeowner while residing at the Community and using the Community's facilities or common areas. Homeowner is personally responsible for all of the actions and conduct of his or her guests. Homeowner is not allowed to have

others reside in his or her home during Homeowner's absence from the Community without the express written permission of the Community, which may withhold said permission at its sole discretion.

B. Guest Fees: Guests remaining in the Community more than twenty (20) days or thirty (30) consecutive days in a calendar year are required to register with the Community Management and apply for permanent guest status, as indicated below, so that they may be located in the event of emergencies, for delivery of mail, or for any other reason as determined by the Community Management. All guests who remain in the Community over twenty (20) consecutive days or thirty (30) days total in a calendar year must meet the applicable age guidelines of the Community.

The Community may charge any Homeowner a fee of \$10 per day for any guest who stays beyond a period of twenty (20) consecutive days or a maximum of thirty (30) days in any calendar year; or an additional charge of \$50 per month for any "Permanent Guest," as described below, whichever amount is less, to cover administrative costs incurred as a result of the additional person in the homesite, unless, in either case the guest is a member of the Homeowner's immediate family as defined in <u>Civil Code</u> §798.35, or is a guest pursuant to <u>Civil Code</u> §798.34 (b), (c) or (d).

Permanent Guests: Any guest wishing to stay with a Homeowner more than twenty C. (20) consecutive days or thirty (30) days in any calendar year, including immediate family members or guests pursuant to California Civil Code §798.34 (b) or (c), must apply to the Community for permission to reside with the Homeowner as a "Permanent Guest." The Community may accept or reject the application if the management reasonably determines that, based on the Community rules and the applicant's prior tenancies or conduct while a guest in the Community, he or she will not comply with the rules and regulations of the Community. In any case, such "Permanent Guest" shall have no rights of tenancy in the Community and shall comply with the Community's Rules and Regulations. In the case of a "Permanent Guest" pursuant to California Civil Code §798.34©, such person providing live-in health or supportive care shall provide a copy of the Physician's Written Treatment Plan, and, if required by law, be a licensed health care provider, licensed to provide the type of health care required and referred to in the Physician's Written Treatment Plan. A person required to be licensed shall provide a copy of his or her respective license to the Community at the time of application for guest status. The Community reserves the right to reject any application where this information is not provided at time of application.

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All "Permanent Guests" must sign a separate agreement with the Community acknowledging their status as guests and not tenants, and agreeing to comply with the Community's Rules and Regulations and other conditions of the agreement, as a condition of acceptance of their application. All permanent guests must be at least forty-five (45) years of age.

Homeowners will not be permitted to let others use their mobilehome in their absence without prior management approval.

D. Subleasing: Subleasing or assigning of space or tenancies is permitted. An application must be made in writing to the Community and permission granted in writing must be obtained, prior to the advertising of space for subleasing. Permission may be denied at the sole discretion of the Community, but will not be unreasonably withheld. Any prospective subtenant must then submit an application to the Community for the Community's approval of his or her residency. The Community may accept or reject the application if the prospective subtenant if the management reasonably determines that, based on the applicant's prior tenancies or conduct while a guest in the Community, he or she will not comply with the Community's Rules and Regulations.

No one may sublease more than **one (1)** mobilehome at a time in the Community. As a further condition of accepting an application to allow subleasing in the Community, both the tenant and the subtenant must agree to sign a three way agreement among the Community, the tenant, and the subtenant, whereby the subtenant acknowledges and agrees he or she does not have a "Tenancy" in the Community, nor is he or she a "Homeowner" as defined in *California Civil Code* §798.12 and §798.9, respectively, and the tenant acknowledges continued primary responsibility for the rent on the space.

E. Housing for Older Persons: Ramon Mobile Home Park is designated as Housing for Older Persons. All mobilehomes in the Community must have at least one (1) tenant signed on the lease and permanently residing in the mobilehome who is at least fifty-five (55) years of age. No one residing in the Community, either tenant or guest, may be younger than forty-five (45) years of age, except that a person over eighteen (18) may provide live-in assistance or live-in health care as permitted by California Civil Code §798.34 © or (d). When that tenant transfers ownership or possession of the mobilehome (by sale, gift, inheritance, or otherwise), the new Residents and all persons who regularly reside with them, must comply with the preceding age restrictions Homeowner agrees to provide proof of age to verify compliance with the above provisions.

F. Transfer of Ownership: At any time a Homeowner wishes to sell his or her mobilehome, which is to remain in the Community upon resale, the Homeowner shall ensure, prior to transfer of title, that the prospective purchaser shall apply, and be accepted, for tenancy in the Community. Homeowner herein agrees that if he or she transfers title to his or her mobilehome prior to the prospective purchaser being accepted for tenancy and signing a lease or rental agreement with the Community, that Homeowner herein shall bear whatever costs the Community may incur, including attorney's fees, as a result of such transfer of ownership. Prior to selling any mobilehome, Homeowner must inform the Community Management of his or her intent to sell and furnish information regarding any agents working on behalf of the Homeowner. Community Management reserves the right to perform an exterior inspection of the mobilehome and space so that items requiring repairs or maintenance may be noted, then completed by homeowner, prior to listing the home for sale.

Homeowner may make a written request to the Community to receive a written summary of repairs he or she will be required to make prior to sale. This request by Homeowner shall be made at the time of informing the Community of his or her intent to sell the mobilehome. Upon ten (10) business days following said written request, the Community shall provide owner a written summary of the repairs or improvements it requires to be made to the mobilehome, appurtenances or accessory structures.

Any mobilehome that shows visible obsolescence, is in run down condition, or in disrepair, if sold, shall remain in the Community only upon repair, improvement and modernization of the home to a condition in compliance with the Community standards as set forth in these Rules and Regulations. The Management reserves its rights under *California Civil Code* §798.73 to require removal of the mobilehome upon transfer in order to upgrade the quality of the Community.

G. Signage: A Homeowner may display signs advertising the sale of his or her mobilehome during the period of time that the mobilehome is offered for sale and prior to actual sale. The sign may not exceed 24" x 36" and shall be displayed in a neat and secure manner. Signs posted in front of a mobilehome may be of an H-frame or A-frame design with the sign face perpendicular to, but not extending to, the street. No handwritten signs are permitted. One (1) sign per mobilehome. Open House signs are permitted only between the hours of 10:00 a.m. and 4:00 p.m. on the days a representative is on site.

Any and all signs with vulgar language or obscenities are prohibited within the Park.

A Homeowner or Resident may display a political campaign sign relating to a candidate for election to public office or to the initiative, referendum, or recall process in the window or on the side of a manufactured home or mobilehome, or

within the site on which the home is located or installed. The size of the face of a political sign may not exceed six (6) square feet, and the sign may not be displayed in excess of a period of time from ninety (90) days prior to an election to fifteen (15) days following the election.

### 3. MOBILEHOME STANDARDS:

All mobilehomes moving into the Community must be new or newer lived-in prior to moving into the Community, unless Homeowner receives written approval from Park Management. All mobilehomes moved into the Community must obtain prior approval by the Community before being located on any space within the Community. Exterior of the home must be hardboard material (masonite or like). Roofing must be of shingle composition material. All hitches and tongues on any mobilehome maintained by tenant within the space must be removed, or covered with skirting to match mobilehome.

- A. Exteriors: Homeowners must ensure the following: Exteriors of mobilehome must be kept clean and neat. All utility connections must be kept in safe, leakproof, accessible and operative condition at all times. Clothing or other materials not approved as accessories by Community Management may not be hung from the mobilehome, nor outside of the mobilehome. Patio furniture and barbecue equipment on the patio and storage cabinets that are neat and clean and approved in writing by Community Management are the only freestanding items permitted outside of the mobilehome.
- B. Lot Usage: Towels, rugs, clothing, or laundry of any kind may not be hung outdoors in view on the lot at any time. Use of the laundry lines or other laundry facilities provided by the Community is at your own risk of loss or damage to clothing or other items. Use of the laundry facility is governed by the posted rules and hours. Storage is not allowed under the mobilehome, and all materials or debris gathered or accumulated there must be removed immediately upon request of management. Vehicles may not be parked on the mobilehome lots, whether automobiles, recreational vehicles, trailers, tows, or the like. Any such vehicles are to be stationed in the parking areas or assembly centers for the appropriate kind of vehicle. Repairing or washing vehicles may not take place on lots, or in driveways, carports, or in the streets.
- C. Inspections: The Community is not responsible to inspect and approve any work done by Homeowner or for Homeowner by others including, but not limited to, installation of the mobilehome, driveway, walkways, fence or any other equipment or improvement of any type. To the extent that the Community may require work be completed, and inspect or approve something, it is for the Community's own purpose only and Homeowner is not entitled to rely on that inspection or approval to ensure that the item has been installed or constructed correctly or that work has otherwise been done as required. Instead, Homeowner is responsible for all required inspections

and approvals and Homeowner agrees to indemnify and hold the Community harmless for any work which is improperly done.

### 4. MAINTENANCE:

A. Space/Mobilehome: Homeowner shall maintain the homesite, home and all structures, improvements and other things attached to or placed thereon in good condition and repair and in a neat, clean, attractive and well-kept fashion. All concrete, asphalt and other surfaces shall be kept clean and maintained free of oil and all other sticky or oily substances, and maintained in good repair and condition. Homeowner is responsible for any damage caused as a result of digging upon the space.

All trash must be kept in a concealed place, and Homeowner shall not litter any area of the Community nor shall any trash or rubbish be stored outside the mobilehome. All recyclable items must be kept in Homeowner's shed or trash containers. Trash includes all grass cuttings, leaves, and other yard debris. Cuttings, leaves, and other yard debris may be put in front of lot on designated garbage pick-up days.

Each Homeowner is responsible for effective extermination of infestation of insects, rodents, vermin or other pests.

- B. Outside Storage: Unless specifically permitted by the Community's written statement, nothing may be placed or stored outside of the home or storage shed(s) except as follows: Patio furniture that is designed for outdoor use, operable bicycles and barbecue equipment, all of which are to be maintained in an attractive and neat condition. Nothing is to be hung outside of the home or shed to dry or air or for any other purpose, nor stored beneath the mobilehome, except hitches, wheels and lights removed from the mobilehome. No Homeowner may maintain more than two (2) storage sheds on Space, as long as both combined do not exceed a maximum of 100 square feet, and the location is pre-approved by Community Management. All storage sheds must be of an approved material, and kept in good condition.
- C. Damage Repair: If any portion of the exterior of the home or its accessory equipment or structures or homesite area are damaged or worn out, the damage must be repaired or item replaced within thirty (30) days. This includes, but is not limited to, damage to the siding of the home or storage shed, awning supports, down spouts, skirting, steps or porch. Homeowner must obtain the Community's consent prior to doing any major repair or painting of the exterior of his or her mobilehome or storage shed.

- D. Pedestal Area: The utility pedestal area (electric, gas, water and sewer hookups) must be accessible at all times with a minimum clearance of twenty-four inches (24") on either side of same and shall not be covered in any manner. If the Community's gas or water shut-off valves for the main lines are located on Homeowner's homesite, it must be kept uncovered and accessible at all times. Homeowner will bear the cost of any repairs to any utility damaged by Homeowner.
- E. Resale: At any time a Homeowner wishes to place his or her mobilehome on the market to be sold, which is to remain in the Community, the Homeowner shall first notify the Community Management.
- 5. <u>ACCESSORIES/EQUIPMENT/STRUCTURES</u>: Within sixty (60) days of placing a mobilehome on a mobilehome site, Homeowner shall, at his or her expense, landscape, and within thirty (30) days, install awning, and improvements for porches, carport, and utility shed to the satisfaction of management and in accordance with these Rules and Regulations.

All exterior accessory buildings and/or modifications on a mobilehome site, including exterior painting, roofing, gutters, fences, landscaping, exterior lighting, must receive written approval by management prior to application for building permits and/or start of work. Homeowner should always check with management when planning any exterior change to his or her mobilehome or mobilehome site **before** incurring any costs associated with the change.

- A. Fences: Fences shall be no higher then five feet (5') tall. Chain links fences are prohibited. Fences on corner lots shall not obstruct traffic visibility of street intersections.
- B. Awnings and Skirtings: If room does not permit a patio awning then the door on that side of the home must be covered with an eyebrow awning. All awnings must be of aluminum material in good condition. All awnings must have down drain gutters that extend to the drainage area of the Community. Awnings must have unitizing across the street side of the home to the outside edge of the awnings. A manufactured aluminum or masonite type skirting to match siding of home is required completely around the home. No wood, wire or other material is allowed. Brick skirting may be allowed; however, it must first have the Community's approval.
- C. Steps/Porches: Each mobilehome, where possible, will be required to have two (2) (front and rear) up and over steps, with landings, covered with indoor/outdoor carpet and approved railings around any porches, platforms, or stairs more than thirty inches (30") high.

- D. Accessory Equipment: Prior to commencing installation of or changing the exterior accessory equipment and structures or installation of, or change in any appliance which is to be connected to the gas, electrical or water supply, Homeowner shall submit for the Community's approval a written plan describing, in detail, the accessory equipment or structure or appliance which Homeowner proposes to install or change. Any accessory equipment, structure or appliance installed or changed which does not conform with the Community's standards shall be removed by Homeowner within thirty (30) days of receipt of written notice from the Community.
- E. Permits: Building permits, licenses and other similar permission from governmental or quasi-governmental bodies or agencies are required and must be obtained before construction or installation of certain accessory equipment, structures and appliances and all such appliances, equipment and structures must comply with all federal, state, and local laws and ordinances.
- F. Contractors Performing Work: Each contractor performing work in the Community on the homesite must be registered with the Community Management, and must be properly licensed and adequately insured. It is the Homeowner's responsibility to see that anyone performing work at his or her homesite has proper authorization from management prior to soliciting a bid or commencing work. The Community assumes no liability, express or implied, for the quality of work performed by contractors hired by the Homeowner or for any damages sustained.
- G. Exterior Lighting: Any exterior lighting must be of a type and placed so as not to be objectionable to neighbors or as would constitute a traffic hazard. Outside lighting is recommended by Community Management, within these guidelines.
- H. Utility Easements: Easements for the installation and maintenance of utilities and drainage facilities have been reserved throughout the Community. Within these easements no structure, planting or other material will be permitted that may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow for drainage channels in the easements.

#### I. Antennas:

1. Placement of Satellite Dishes: This rule applies to the placement on a manufactured home or leased homesite of a dish designed to receive broadcast satellite service or other video programming services (referred to as a "satellite dish"). Regulations of the Federal Communications Commission (the "FCC") do not allow management to prohibit installation of satellite dishes of one meter diameter (39") or smaller on homes, but they do allow reasonable restrictions affecting placement, appearance or installation. A satellite dish installed by a Resident of the Community must be affixed to the Homeowner's home or improvements or the ground within

the Homeowner's homesite in a location not visible from the street. If placement in such a location impairs the quality of reception, a partially visible satellite dish colored to blend with its surroundings may be placed on the home or homesite in the most unobtrusive location possible, attractively shielded from view to the extent feasible. In all instances, the satellite dish must be securely affixed and placed in a manner that will not constitute a hazard. Satellite dishes larger than one meter in diameter are prohibited. Plans for installation must first be approved in writing by Community Management.

- Placement of Television Antennas: This rule applies to the placement on 2. a manufactured home or leased homesite of an antenna designed to receive over the air broadcast signals from local VHF and UHF television stations. Regulations of the Federal Communications Commission (the "FCC") do not allow management to prohibit installation of such antennas on homes, but they do allow reasonable restrictions affecting placement, appearance or installation. In order to maintain an attractive community, Residents are strongly urged to rely on indoor antennas, cable or master antenna distribution rather than install visible outdoor antennas. Efforts have been initiated to urge change or reinterpretation of FCC regulations so that outdoor antennas may be prohibited. Residents are advised before spending money on an antenna that such an antenna may later be prohibited. If a Resident nevertheless decides to install an outdoor antenna, it must be affixed to the Resident's home or improvements or the ground within the Resident's homesite in a location not visible from the street. The antenna must be no higher than twelve feet (12') above the roof line or larger than needed to receive a signal of reasonable quality. If such placement impairs the quality of reception, a partially visible antenna may be placed on the home or homesite in the most unobtrusive location possible, attractively shielded from view to the extent feasible. In all instances, the antenna should be securely affixed and placed in a manner that will not constitute a hazard. Plans for installation must first be approved in writing by Community Management.
- 6. LANDSCAPE REQUIREMENTS: Each Homeowner shall landscape his or her lot in a clean, attractive and well-kept fashion. No landscape plans shall be undertaken without Community Management's prior written approval. Landscape of homesites or changes to existing landscape shall be completed within sixty (60) days of the date the rental agreement is signed or issued or the date work is first commenced. Prior to commencing any landscaping work, including changes to existing landscape, changes, additions, or deletions to fences, carports, awnings, cabanas, or any structures of any kind, Homeowner shall submit a detailed landscape plan to the Community for approval. Because of the infinite variety of living and non-living objects which may be used in landscaping, it is impossible to describe all things which the Community will or will not accept as landscaping. Consequently, the following general landscape standards are provided only to assist Homeowner in this

preliminary planning. To avoid damage to underground utilities, Homeowner must obtain the written consent of the Community prior to digging or driving stakes or rods into the ground.

- A. Landscape Standards: The Community encourages Homeowners to use discretion as far as lawn, flowers and shrubs are concerned. Plastic ground cover must be placed under the rock to prevent weeds from growing up through the rocks. The Community must approve the type and placement of trees planted. Trees must be planted in the Community approved planters or in such a manner as to not interfere with plumbing or other utilities.
- B. Removal of Landscaping: When vacating lot, you may with the Community's prior consent and at your own expense, remove all such landscaping planted by you, provided you repair all damage to property caused by removal and leave the lot in similar condition and grade prior to landscaping. If landscaping is not removed, all plantings and/or other improvements put into or attached to the ground become part of the space and will be the property of the next Resident of the space and may not be removed without the Community's permission.
- 7. LANDSCAPE/TREE MAINTENANCE: All landscape shall be maintained by the Homeowner in a neat, orderly, clean and weed-free condition, including keeping any trees on the Homeowner's homesite neatly trimmed. Arrangements must be made by tenants to ensure space properly maintained during tenants absence. Trees, including those located on Homeowner's homesite, may not be removed by Homeowner without the Community's written consent unless the removal is requested by the Community. No tree or shrubbery is allowed which does or may develop a root structure which causes cracking, buckling, or otherwise interferes with streets, driveways or other Community facilities.
  - A. With respect to trees on rental spaces in the Community, Community Management shall not be responsible for the trimming, pruning, or removal of any tree, and the costs thereof, unless written notice by a Homeowner or a determination by Community Management that the tree poses a specific hazard or health and safety violation.
  - B. No Homeowner may plant a tree within the Community without first obtaining written permission from Community Management,
- 8. <u>DRIVEWAY MAINTENANCE</u>: Oil and rust stains on concrete driveways must be removed. All repairs and replacements must be made by the homeowner except those caused by Community negligence or where the utilities have caused the damage.

Community Management shall only be solely responsible for the maintenance, repair, replacement, paving, sealing, and the expenses related to the maintenance of all driveways installed by Community Management. Homeowners shall be responsible for the

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maintenance, repair, replacement, paving, sealing, and the expenses related to the maintenance of a Homeowner installed driveway. A Homeowner may be charged for the cost of any damage to the driveway caused by an act of the Homeowner or a breach of the Homeowner's responsibilities under the Rules and Regulations so long as those Rules and Regulations are not inconsistent with the provisions of the California Civil Code

- 9. CHARGE FOR FAILURE TO MAINTAIN: In the event of failure to properly trim trees, maintain the landscape or maintain the lot in a neat and orderly fashion, upon fourteen (14) days written notice, Community Management may enter upon Homeowner's site and proceed to have such trees trimmed or removed and/or lot maintained and charge Homeowner the amount so incurred as additional rent payable with the next month's rent.
- 10. DAMAGE TO INDIVIDUAL SPACES, COMMON AREAS: Homeowner agrees that all personal property including the mobilehome placed on the site shall be at Homeowner's risk and Ramon Mobile Home Park shall incur no liability for loss or injury with respect thereto or with respect to any property or persons due to causes including, but not limited to, fire, explosion, flood, smoke, water escape, changes in level of underground water table, windstorm, hail, lightning, freeze, aircraft, vehicles (other than those operated by and for the Community), earthquake, mudslide, and insect or rodent damage of any nature whatsoever. Homeowner further agrees to hold Ramon Mobile Home Park harmless from any liability arising from injury to person or property caused by any act or omission of the Resident, his family, licensees or invitees.
  - A. **Injury to Premises:** Homeowner shall do nothing to injure, damage or wantonly destroy his or her mobilehome, any accessory, any landscape or other appurtenances located on his or her lot nor to any property belonging to other Homeowners or the Community.
  - B. Insurance/Loss: Homeowner shall maintain adequate liability and fire insurance coverage on Homeowner's mobilehome, and provide written proof to the Community Management of such coverage. The Community is not responsible for any loss due to fire, accident, theft, malicious mischief, or any other loss whatsoever which arises by reason of any other cause than the specific negligence or intentional act of management. Homeowner assumes all risk of loss due to any cause whatsoever other than the exceptions named above.
  - C. Vacant Spaces: It is strictly forbidden for any Homeowner, or his or her guests to enter onto or use for any purpose any portion of any vacant space within the Community.
  - D. Injury to Community Property: Homeowners and their guests are not permitted to engage in any dangerous, reckless, injurious or harmful activities in the streets or common areas of the Community, that may result in injury or damage to Community property.

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E. Riding: All bicycles, skates, skateboards, roller blades, scooters, etc., must be used in a safe and careful manner in accordance with traffic laws, and any other applicable laws or statutes. Such activities are undertaken at Homeowner's own risk, and Homeowner agrees to hold the Community harmless and indemnify the Community for any and all damages, including any damages to Community property, which might be caused as a result of Homeowner's participation in such activities.

No bicycles, skates, skateboards, roller blades, scooters, etc., are permitted in the recreation hall, pool area, laundry area, or shuffleboard courts or other common areas of the Community. Bicycles, skates, skateboards, roller blades, scooters, etc., are permitted on the streets and established trails; however, they are <u>not</u> permitted on ramps or sidewalks to avoid injury to Community property.

- F. Nuisance/Waste/Encroachment/Trespass: No one may allow any nuisance or waste in the Community. No one may encroach or trespass in any area which is not intended for general use by the Residents and their guests. For example, all gas, electric, water, and sewer connections and other tools and equipment connected with utility services, must be avoided and not tampered or interfered with.
- G. **Drainage:** No one may alter existing drainage grading of the Space without the Community's consent.
- H. **Disposal of Toxic Chemicals**: No one may dispose of any oil, gasoline, and other toxic chemicals in the Community under any circumstances. All chemicals of this nature must be disposed of in authorized toxic disposal sites.
- I. Breakdown or Deterioration of Physical Improvements: With respect to a sudden or unforeseeable breakdown or deterioration of physical improvements, the management shall have a reasonable period of time to repair the sudden or unforeseeable breakdown or deterioration and bring the improvements into good working order and condition after management knows or should have known of the breakdown or deterioration. A reasonable period of time to repair a sudden or unforeseeable breakdown or deterioration shall be as soon as possible in situations affecting a health or safety condition, and shall not exceed thirty (30) days in any other case except where exigent circumstances justify a delay.
- J. Conditions Requiring Repair: Any Homeowner or other Resident who discovers any condition in the Community requiring repair must bring the condition to Community Management's attention as soon as possible.

## 11. <u>VEHICLES</u>:

- A. Allowable Vehicles: Only two (2) passenger vehicles, pickup trucks or vans used for passenger purposes are allowed for each homesite, unless expressly permitted by the Community in writing. Two (2) vehicle will be permitted only if the driveway of the homesite will accommodate two (2) vehicles without any vehicle extending into the street. Homeowner's vehicles must be operable and have a current license. Any other vehicles owned by Homeowner must be parked out of Community. Guests must park their vehicles in Guest Parking area.
- B. Parking and Use: Parking of Homeowner's vehicles is permitted only on Homeowner's homesite and may only be parked on the driveway, and not on the landscaped or other areas of the homesite. Street parking is allowed only to load and unload, provided the street is not blocked. No vehicle may be parked overnight on the street. Homeowner shall not park in areas designated as guest parking without express written permission of the Community which may withhold such permission as it so deems. Guest vehicles must be parked on tenant's driveway, providing the total number of vehicles do not exceed number allowed, or in guest parking area. No Homeowner nor guest may park in any area designated as a fire lane.

Community is not liable for any damages to vehicles, including damages due to collision, malicious mischief, theft, vandalism or any cause whatsoever, related to vehicles parked on the Community premises. Improperly parked vehicles may be towed at owner's expense. Additionally, vehicles may not be stored in the Homeowner's designated parking space. Vehicles parked in the same space for ninety-six (96) hours will be presumed to be stored, and may be towed, unless other arrangements are made with Community Management, in writing, in advance. Homeowner hereby gives the Community the express permission to tow any vehicle which is illegally parked or stored either on the Space or anywhere in the Community. Homeowner specifically waives any injury or damage to the vehicle while it is being towed.

No Homeowner may park recreational vehicles (RV's) on the Space. RV's may only be parked in areas in the Community specially designated for RV parking. Homeowners interested in storing their RV at the designated area should consult Community Management for an RV Agreement and fees. RV's may be parked on the street for purposes of loading and unloading, for a period of time not to exceed four hours.

All vehicles must be operated in a safe manner at all times. Residents and their guests must obey all posted traffic control signs, (e.g. stop signs, no parking signs, speed limit signs, etc.).

- Maintenance: Resident's vehicles are not permitted in the Community if they are not C. regularly maintained in normal operating condition and are not kept neat and clean This includes, but is not limited to, vehicles whose exterior in appearance. appearance has deteriorated to a point where they are unsightly and detract from the appearance of the Community or vehicles which contain unsightly loads that are visible to other persons. Excessively noisy vehicles are not permitted in the Community. Vehicles dripping gasoline, oil, or other fluids or substances must be kept out of the Community until repaired in order to prevent damage to the pavement. Except for minor repairs, no major maintenance, repair or other work of any kind on any vehicle, boat or trailer may be done in the Community. Absolutely no changing of oil, transmission fluid, or antifreeze in the Community.
- Other Vehicles: No Homeowner or guest shall operate a motor scooter, minibike, D. or any other two- or three-wheel motorized vehicle in the Community without the prior written consent of Community Management. Licensed street-legal motorcycles may be ridden to and from Community entrance in an orderly manner provided they are not loud and disturbing.
- Storage: No boats, campers, travel trailers or other recreation vehicle shall be parked E. anywhere in the Community other than in the designated storage area and only upon execution of an agreement with the Community and at the prevailing rental rate.
- F. Washing: Vehicles may only be washed at the area designated in the Community for such purpose. Only permanent Residents of Ramon Mobile Home Park are permitted to use the Community car wash.

#### 12. **RECREATION RULES:**

The Community facilities are provided for the use of the Homeowners, Residents, and Homeowners' Guests and for no one else without the prior permission of the Community. Use of the facilities shall be in accordance with the hours and rules posted in the facilities themselves in addition to the rules contained herein.

- Use by Individuals: The Community's clubhouse and recreational facilities may be A. used by Homeowner, Residents, and guests daily, with the exception of scheduled uses. The number of guests who may use the Community facilities at any one time is limited to two (2) per space, unless permission for additional guests is obtained from management. Guests shall at all times be accompanied by the Homeowner while using any of the recreational facilities.
- Alcoholic Beverages: No alcoholic beverages may be consumed in any area of the B. Community which is open to all Homeowners and guests, without manager's prior written permission designating the facility and function where alcoholic beverages may be consumed. The function organizers will be responsible to ensure that the

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- C. Clubhouse: The use of the clubhouse by Homeowner and guest is restricted to the rules and hours posted at the clubhouse. The use of the recreational facilities and kitchen facilities for private parties requires a request in advance and the posting of a security deposit upon Park Management's request. Said parties must not conflict with Community planned activities. No Resident may rent out any Community facility and collect a fee for same.
  - 1. Persons using the clubhouse must be dressed in normal street attire. They must wear shirts or jackets. No bathing apparel or bare feet are permitted.
  - 2. Facilities may not be used for parties, meetings, or other gatherings without written permission of the Community owner or Community Manager, who may not unreasonably withhold that permission. Any Homeowners wishing to obtain this permission must:
    - a. Upon Park Management's request, pay a refundable deposit of \$100 (Unless the function is open to all tenants in the Community).
    - b. Indicate in writing:
      - 1. Who will be personally responsible for the conduct of the meeting and for cleanup and for any damage to the Community's equipment, buildings, and facilities;
      - 2. The number of people who will attend;
      - 3. The nature of the gathering (e.g. social, recreational, political, etc.);
      - 4. When the event will start;
      - 5. When the event will end;
      - 6. What Community facilities or equipment will be used.
  - 3. If Community Management gives written permission for use of the facilities, the gathering may take place.
  - 4. Management may deduct the cost of any damage or the cost of cleaning from the deposit. Damages in excess of amount of deposit will be billed to responsible person.

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- 5. Facilities hours, rules and regulations are posted in each facility. No one may use or attempt to use the Community facilities at any time other than those posted at the facility.
- D. Swimming Pool: THERE ARE NO LIFEGUARDS AT THE POOL, USE OF THE POOL BY HOMEOWNER AND HIS OR HER GUESTS IS AT THEIR OWN RISK. Children under the age of fourteen (14) years and all guests must be accompanied by an adult Homeowner. Guests must register with the Community prior to using the pool or jacuzzi. The use of the swimming pool by the Homeowner and his or her guests is restricted to the rules and hours posted at the pool. Homeowner must vacate the pool together with all guests at the direction of the management if management determines that posted rules are being violated or if the pool needs to be closed for any purpose.
- 13. <u>COMPLIANCE WITH LAWS</u>: Homeowner shall not violate any local, state, or federal law while located anywhere on the Community premises, including, but not limited to, Homeowner's mobilehome. Homeowner shall not permit any guests to violate any local, state or federal law while on the Community premises. Homeowner acknowledges that a violation of this provision will be grounds for his or her eviction from the Community.

In addition, Homeowner shall immediately correct any deficiency noted in any Community or public agency health and safety inspection for which the Homeowner is primarily responsible.

14. PETS: Two (2) house pets will be allowed to stay in the Community if they meet the requirements listed in the Community's pet rules and regulations. If Homeowner desires to keep a house pet in the Community, they must have the express written permission of the Community and Homeowner must sign and obey Community's separate Pet Agreement specifying the rules for keeping pets. Homeowner must provide Park Management with a true and correct photograph of the pet. Violation of these pet rules or the Pet Agreement may result in the termination of the Resident's right to keep the house pet in the Community. If any of the rules regarding house pets is violated, and such violation is noted by the Community or a valid complaint is made by another Resident, the Resident owner of the house pet may receive an official notice in writing stating that the right to keep a pet within the Community is terminated.

A house pet is defined as a pet that spends its primary existence within the mobilehome. If a house pet is lost or dies, written permission to acquire a new house pet must be obtained from the Community Management. 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.

The types of house pets permitted are: dogs, cats, small birds, aquatic animal kept in an aquarium, and other usual household pets approved by owner. Non-house pets are prohibited. Strange and exotic pets are prohibited.

Each house pet must be licensed and inoculated in accordance with local law. All State and local leash laws will apply within the Community. House pets running loose in the Community will be taken to Animal Control. Recurring violations of this rule will lead to the loss of the privilege to maintain a house pet. House pets will not be allowed in the clubhouse, laundry or any recreational area or common areas at any time. House pets will not be allowed to cause any disturbance which might annoy neighbors, including but not limited to, barking, growling, biting, excessive noise, or any other unusual noises or damage. Under no condition are house pets to invade the privacy of anyone's homesite, flowerbeds, shrubs or other personal property or space.

House pets should be taken off the premises when exercising. All droppings must be picked up, wrapped in paper and placed in the trash immediately.

Guests are not permitted to leave visiting house pets in their car. Guests are to make certain that they adhere to the Community's pet rules. No exterior pet housing is permitted in the Community. This includes, but is not limited to, any type of confining barricade or structure. The tying of house pets outside the mobilehome and leaving them unattended is prohibited. Excrements of house pets on Homeowner's space must be picked up daily and disposed of in a sealed bag and placed in a trash container.

Homeowner is responsible for any damage to the Community property or the property of other Homeowners caused by the house pet, including waste and any disturbances or annoyances caused within the Community. If Homeowner's pet becomes violent after execution of the Pet Agreement, Homeowner must remove the house pet from the Community immediately.

- 15. <u>FEES</u>: All fees chargeable to the Homeowner pursuant to the Lease and the Rules and Regulations, including, but not limited to, late fees, returned check fees, guest fees, maintenance or storage fees shall be deemed "additional rent."
- 16. MOBILEHOME REGISTRATION: Homeowner shall furnish to Community a copy of the registration of the mobilehome located on Homeowner's space. Homeowner shall furnish Community with a new copy of the registration if any changes occur in the legal or registered ownership. Additionally, the Homeowner shall keep the registration of the mobilehome current at all times. In the event Homeowner fails or refuses to provide a current copy of the registration, the Community may obtain a copy from Department of Housing and Community Development and the Homeowner will be liable to the Community for reimbursement of the expense incurred in obtaining the registration information.

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- 17. COMMERCIAL ENTERPRISE OR SOLICITATION: No Homeowner may engage in any type of commercial business that involves entry of others to the Community or use of the Community water, sewer, or mail service. No garage, patio, or rummage sales are permitted on the homesite, and no signs advertising such sales elsewhere are allowed. No commercial solicitation is permitted in the Community. Other solicitation may be permitted only with prior approval by management. Only In-Community Services are permitted.
- 18. <u>COMMUNITY PERSONNEL</u>: Residents shall not request assistance from Community employees for personal reasons during their working hours, except in emergency situations. Any Resident hiring any Community employee hereby understands that employee is not covered by insurance by Ramon Mobile Home Park for private jobs that they might do for Residents during their off-hours time.
- 19. <u>HOMEOWNER COMPLAINTS</u>: Homeowner complaints regarding Community facilities and Community Management must include details such as the nature of the problem, the date, time and place it occurred or was observed. The complaint must be typewritten or otherwise written to be legible, and any such complaints must be signed and dated by the submitting Homeowner.

Homeowners should be aware that it is the responsibility of the Residents of the Community to settle among themselves such issues as would normally occur in any neighborhood. Management will not interfere in or attempt to settle disputes of this nature. City or county authorities should be notified by Homeowner when appropriate. Documentation of Homeowner complaints regarding the conduct or activities of other tenants must include details such as the nature of the complained-of activity, the date, time, and place it occurred or was observed and the names, if known, of the persons involved. The complaint must be typewritten or otherwise written to be legible, and any such complaints must be signed and dated by the submitting Homeowner. These complaints will be retained in the Community files. Should the situation escalate into a Community-related rather than a neighbor-related issue, Homeowner agrees that any submitted complaint may, if necessary, be used in court and the complaining party may also be required to appear in court to testify. All complaints should be mailed to the Community office or delivered to the Manager in the Community office.

20. RESIDENT CONDUCT: Homeowner and his or her guests may not engage in or allow any conduct which is a substantial annoyance to other Residents or Community Management, is illegal under local, state or federal law, or threatens damage to property.

Persons under the influence of alcohol or any illegal substance shall not be permitted in any area of the Community which is generally open to Residents and guests.

The above Rules and Regulations and all separate rules and regulations whether published or posted in the Community facilities are by this reference incorporated into the Rental or Lease Agreement that governs the tenancy in the subject property.

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