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**RULES AND REGULATIONS**

**SPACE NO. \_\_\_\_\_**

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**HOMEOWNER(S)/TENANT(S)**

**MANAGEMENT POLICY**

**THIS MOBILEHOME PARK DOES BUSINESS IN ACCORDANCE WITH THE FAIR HOUSING LAWS OF THE UNITED STATES, CALIFORNIA AND APPLICABLE LOCAL LAW. EQUAL HOUSING OPPORTUNITY. IT IS ILLEGAL TO DISCRIMINATE AGAINST ANY PERSON BECAUSE OF RACE, COLOR, NATIONAL ORIGIN, RELIGION, SEX, HANDICAP OR DISABILITY, FAMILIAL STATUS, MARITAL STATUS, SEXUAL ORIENTATION, AGE (EXCEPT IF THE PARK LIMITS TENANCY TO "OLDER PERSONS"), OR ANY OTHER PROTECTED CLASS.**

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## **RULES AND REGULATIONS**

1. **INTRODUCTION.** These Rules and Regulations are part of your Rental Agreement, so please read them carefully. They have been adopted to encourage Homeowner/Tenant cooperation with the Owner and Park Management for the protection of the Park.

A. **No Discrimination.** It is the policy and intent of the Park to do business in accordance with the Federal and State Fair Housing Laws. It is illegal to discriminate against any person because of race, color, national origin, religion, sex, handicap or disability, familial status, marital status, sexual orientation, age (except if the park limits tenancy to "older persons"), or any other protected class. The Park considers applications on a nondiscriminatory basis and welcomes applicants of all ages including families with children. There are no minimum age requirements to live in the Park, although primary Homeowner/Tenant signing the Rental Agreement and other documents necessary for tenancy in the Park, including these Rules and Regulations and any other contractual documents, must be an adult.

B. **Reasonable and Lawful Interpretation and Application of Rules and Regulations.** It is our intention to interpret and apply all of the Park's Rules and Regulations reasonably and lawfully. Other rules and regulations and documents are referred to below and incorporated in our Rental Agreement or posted in the Park. These other rules, regulations, documents and signs (as they may be periodically changed) are incorporated in these Rules and Regulations by reference. If, for any reason, any portion of these Rules and Regulations is unlawful, that is the result of inadvertent mistake and the portion which is unlawful will be automatically deleted without further action on our part, but all of the remaining rules and regulations will remain in full force and effect.

C. **Compliance with Law and Rental Agreement.** Homeowners/Tenants and guests may only be in the Park and use our facilities if they comply with the Rental Agreement applicable to your tenancy in the Park, with these Rules and Regulations and with the Park's other conditions of tenancy. No violation of any federal, state, or local law or regulation or administrative order by Homeowners/Tenants or guests is allowed.

D. **Enforcing Compliance.** Although we will make a reasonable effort to try and have Homeowners/Tenants and guests comply with these Rules and Regulations, we will not always be successful. In many instances it may be impossible or impractical for us to enforce these Rules and Regulations. For example, our ability to enforce is limited by the time available to our personnel, the severity of the violation, and other practical and legal considerations and constraints.

E. **Normal Disturbances.** Our Park will be similar to other typical single-family Homeowner/Tenant neighborhoods of similar quality and population make-up. Just like any other typical Homeowner/Tenant area, Homeowners/Tenants should expect to put up with a reasonable amount of disturbances and other activity by neighbors and others that may not be to their liking. For example, periodically neighbors may give a party, run their lawn mowers or other noisy equipment earlier than you would like, making too much noise when they start their car, or do other things which commonly occur in any other neighborhood which will disturb you. Because of these and other similar considerations, Homeowner/Tenant agrees that by continuing to live in our Park, we are not liable for normal, routine disturbances or other kinds of things which one



should commonly expect when they live in our society, nor are we liable for our inconsistent or lack of enforcement of these Rules and Regulations.

2. **DEFINITIONS.** Unless a term is defined in a different manner or the context in which the term is used indicates that a different meaning is intended, the definitions contained in the Park's current Rental Agreement and these Rules and Regulations shall apply to the terms used in these agreements. In all cases the common sense, normal meaning of the term will apply.

A. **"Adult"** means someone age 18 or older.

B. **"Child" and "children"** mean someone under the age of 18, unless otherwise noted.

C. **"Guest"** means anyone living with you whom we have not approved for tenancy and who does not have the right to occupy you mobilehome on an ongoing basis as a member of your household. Unless noted to the contrary, "guest" also includes your agents, employees, persons living with you as allowed by California Civil Code Section §798.32 (b), invitees, permittees, licensees or other persons in the Park at your invitation, request or tolerance.

D. **"Mobilehome"** means the home you occupy in the Park as defined in §798.3 of the Mobilehome Residency Law.

E. **"Mobilehome Residency Law"** means the current version of the California Civil Code, §§798 et seq.

F. **"Owner", "we", "us", "Park Management", and "Park"** mean the owners of this Park, including their partners, shareholders, directors, officers, representatives, employees and agents, and the successors and assigns of any of them.

G. **"Owner's approval", "our approval"** and other similar terms mean you must obtain our prior written approval before you may do something. Unless prohibited by law, we have the right to give or withhold our approval at our sole option even though you may believe we are being unreasonable.

H. **"Recreational facilities", "common areas", "recreational areas"** and similar terms mean those facilities and areas of the Park that are generally open to Homeowners/Tenants and their guests.

I. **"Homeowner/Tenant", "you" and "your"** mean a person who has a tenancy in the mobilehome Park under a Rental Agreement. A prospective homeowner, purchaser or persons who have not been approved for tenancy by the Park and have not closed escrow on the mobilehome occupying the Space shall not be deemed a "Homeowner/Tenant".

J. **"Space"** means the mobilehome lot or homesite you are renting in the Park, including the entire area from curb (including side curb) to rear lot line and side yard party line; including the driveway, yards, fencing, patios, trees (including roots, trunks and limbs even if located outside the Space), landscaping, parking areas, and the area upon which Homeowner's/Tenant's mobilehome is located; and whenever the context concerns conduct upon the Space, the term shall also include conduct and activities within the mobilehome itself.



Notwithstanding the foregoing, the term Space does not apply to the common areas adjoining the Space.

### 3. USE AND OCCUPANCY

A. **Occupancy Standards.** The number of persons for permanent occupancy shall not exceed two (2) persons per bedroom, plus one additional person per mobilehome. For purposes of this standard, a "bedroom" is a room intended by the manufacturer of a mobilehome to be regularly used as a bedroom, and all bedrooms must contain closet space. A bedroom is not a den, family room, living room or other room that has been or could be converted to a bedroom.

B. **Registered Owner.** No persons other than those listed on the Rental Agreement, or on a document assigning the Rental Agreement, may reside at the Space without the Owner's prior written consent. At all times one of the persons residing in the mobilehome must be the "legal" or "registered" owner and that person must regularly occupy the mobilehome.

C. **Subleasing.** In accordance with the Rental Agreement, Homeowner/Tenant shall not sublease or otherwise rent all or any portion of Homeowner's/Tenant's home or Space. "Subleasing" means any renting of all or any part of the mobilehome or Space, regardless of the time period or how it is characterized. Homeowners/Tenants are specifically prohibited from renting or allowing others to use their home, with or without charge, when they are away. If the law changes so that Park is required to permit subletting, then, unless prohibited by law, Park reserves the right to require Homeowner/Tenant to notify Park in writing in advance of Homeowner's/Tenant's intent to sublet Homeowner's/Tenant's mobilehome and/or Space, and to require the sublessee to be approved for tenancy, and to require Homeowner/Tenant and sublessee to execute a written agreement with the Park and such other documents reasonably necessary to protect Owner's interest including Park's right to treat the sublessee as a "Homeowner" as defined in the Mobilehome Residency Law and require the sublessee to execute documents in such capacity for purposes of establishing "tenancy" in the Park as defined by the Mobilehome Residency Law. On the subletting of the mobilehome or Space, Park may at Park's option, increase the then current rent up to a maximum of twenty-five (25%). If a later change in the law limits the increase in rent and other charges, the rent and other charges may be increased by the maximum amount allowed by law.

D. **Roommate.** If a Homeowner/Tenant is living alone and wishes to share their mobilehome with one person as allowed by Mobilehome Residency Law Section 798.34 (b), Homeowner/Tenant may do so and no charge will be made. Although this additional person will be treated as a guest and will not have any rights of tenancy in the Park, they will be required to go through the same basic approval process that would be applicable to the buyer of a mobilehome, except financial approval, and that person must comply with all of the Park's Rules and Regulations. We may also require this person to register with us and sign the Park Rules and Regulations or other documents reasonably necessary to protect our interest and the interest of other Homeowners/Tenants.

E. **Live-in Care Providers.** If a Homeowner/Tenant qualifies for a live-in health care or supportive person as permitted by California Civil Code Section 798.34(c), that person shall have no rights of tenancy in the Park, and any agreement between the Homeowner/Tenant and that person shall not change the terms and conditions of the Rental Agreement between the



Homeowner/Tenant and the Park. That person shall comply with the Park's Rules and Regulations.

F. **Residential Use.** The mobilehome and Space are for private residential purposes only and no business or commercial activity of any nature shall be conducted thereon.

4. **CONDUCT.**

A. **Basic Rule Applicable to All.** Although these Rules and Regulations cover a variety of subjects, it is impossible for them to deal with everything Homeowners/Tenants and guests are expected to do. Therefore, the basic rule and regulation applicable to all is that they (i) will behave reasonably and be respectful of the legitimate rights of others; (ii) will not do anything to unreasonably or adversely affect others; (iii) will not do anything which reasonably may endanger anyone or other persons' property; and (iv) will not do anything or engage in any activity which may in any way constitute or create a detriment, nuisance, conflict or liability exposure to the Park or its Homeowners/Tenants, or which is contrary to the intent of these Rules and Regulations. This rule, as well as all of the other rules and regulations, apply to all Homeowners/Tenants and guests.

B. **Homeowner/Tenant Disputes.** If another Homeowner/Tenant is doing something they shouldn't so that you are being unreasonably disturbed, you and others who may be affected shall make reasonable efforts to talk to the person who is creating the problem and try to resolve it. After all, that's what persons who live in the typical neighborhood do in everyday life. If you can't resolve the problem and are being unreasonably affected, we will attempt to take reasonable steps to try to resolve the problem. Similarly, personal disputes and issues between Homeowners/Tenants should be handled between the Homeowners/Tenants involved, with the assistance of the local authorities or through the court system.

C. **Trespassing.** Homeowners/Tenants, members of their household and their guests shall not encroach or trespass upon any area which is not open for general use by Homeowners/Tenants, including but not limited to vacant mobilehomes and Spaces. All Park property which is not for the use of the Homeowners/Tenants and guests, including but not limited to gas, electric, water and sewer connections and other equipment connected with utility services and tools and equipment of Park shall be avoided and not used, tampered or interfered with in any manner.

D. **Fires and Fireworks.** Except for barbecues or fireplaces and other appliances installed in your mobilehome, no fires are permitted. No open-air campfires are permitted in the Park. No fireworks of any kind are permitted within the Park. No barbecues are permitted in your carport area or by the Park's utility systems.

E. **Homeowner/Tenant Responsibility for Members of Household.** Homeowners/Tenants must acquaint all members of their household with these Rules and Regulations, as well as with all of the rules and regulations posted throughout the Park. The conduct of all ages and all persons residing with Homeowner/Tenant will be the responsibility of the Homeowner/Tenant. If persons or property are injured or damaged because of someone's activities, the Homeowners/Tenants who are responsible for the injury or damage or the Homeowners/Tenants who are the parent, guardian or other adult responsible for the person causing the injury or damage will be financially responsible and liable, not us.



F. **Guns.** The displaying or discharging of any firearms within the Park, including but not limited to air rifles and B.B. guns is prohibited. Paintball guns are also prohibited within the Park.

G. **Playing in Streets.** Although playing in the streets is not prohibited, all such activities must be limited to activities that will not present a reasonable likelihood that the participants, other persons, or property of others will be injured or damaged. This limitation includes, but is not limited to baseball, football, soccer, or other such games involving flying objects, skateboards and remote control devices. Portable basketball hoops may not interfere with traffic on the street and must be stored in a location not visible from the street when not in use. Only one basketball hoop per Space is permitted. To protect against risk of serious injury and collisions with traffic and pedestrians, no gasoline engine or battery powered riding toys, such as but not limited to go carts, scooters, skateboards, bicycles, lawnmowers, off-road three wheelers and off-road four wheelers, are not permitted in the streets. No skateboard or other ramp or to the acrobatic devices are permitted. The operating of remote control devices and toys in the streets and/or common areas of the Park is prohibited.

H. **Ramps.** Bicycle, rollerblade and skateboard ramps are prohibited on roadways, sidewalks, curbs, carstops, railing, common area greenbelt and other common areas planted with grass and other landscaping, vacant Spaces or any other paved area.

I. **Graffiti.** Chalk writing, drawing, carving and similar activities are prohibited on walls, fences, streets, sidewalks or any other paved common area of the Park or any Park property, including, but not limited to, the clubhouse, pools, laundry and shuffleboard court, if the Park provides any of these amenities. Graffiti is strictly prohibited in the Park.

J. **Drug Offenses.** Illegal drug use and drug-related offenses by Homeowners/Tenants, members of their household and their guests within the Park is prohibited.

K. **Waste, Nuisance and Unreasonable Annoyance.** Homeowner/Tenant is prohibited from doing anything that will constitute waste, nuisance, unreasonable annoyance, damage or injury to anyone or their property, including Park property. Homeowner/Tenant shall not permit any act or maintain or permit to be maintained any condition on Homeowner's/Tenant's Space or mobilehome which may cause an increase in the rate of insurance we pay or increase our costs of maintenance and repair or in any way increase the risk of damage to the Space, or the Park, or any person or property.

5. **GUESTS.** Guests will not have any rights of tenancy in the Park, and they must comply with these Rules and Regulations.

A. **Homeowner/Tenant Responsibility for Guests.** Homeowners/Tenants must acquaint their guests with these Rules and Regulations, as well as with all of the rules and regulations posted throughout the Park. The conduct of guests of all ages will be the responsibility of the Homeowners/Tenants who are the host of the guest. If persons or property are injured or damaged because of a guest's activities, the Homeowner/Tenant who is the host of the guest causing the injury or damage will be financially responsible and liable, not us.



Violations of the Rules and Regulations by a guest shall be deemed a violation of the Rules and Regulations by the hosting Homeowner/Tenant.

B. **Guest Use of Facilities.** We reserve the right to determine whether our recreational or other facilities can accommodate all Homeowners/Tenants and their guests and, therefore, we may refuse any guest access to the facilities if the guest's presence would reasonably detract from the use and enjoyment of these facilities by other Homeowners/Tenants and guests. Guests may only use the recreational facilities while accompanied by a Homeowner/Tenant.

C. **Guest Stay Limitations.** Guests will not have any rights of tenancy in the Park, but shall comply with these Rules and Regulations. If Homeowners/Tenants are not present, no guest may occupy or otherwise use Homeowner's/Tenant's home.

i. No guest may stay with a Homeowner/Tenant for more than a total of twenty (20) consecutive days or a total of thirty (30) days in a calendar year. Except as limited by California law, a guest staying beyond said period of time may, at our option, be charged, per day per person in accordance with the Rental Agreement. The guest charge shall be due and payable on the day after the expiration of such grace period and shall thereafter be due on a monthly basis, paid in advance. These guest charges may be increased at any time by our giving sixty (60) days' notice and without reducing the rent or affecting other terms of Homeowner's/Tenant's tenancy.

ii. If Homeowners/Tenants wish to add a person as a member of the household and a Homeowner/Tenant of the Park, so they are not considered a "guest," they must go through the Park's normal approval process, obtain our prior written approval and sign documents necessary to protect our interests and the interests of other Homeowners/Tenants. The mobilehome must also be re-registered to reflect the change in ownership.

## 6. **LANDSCAPING AND DRAINAGE.**

A. **Completion of Installation.** For new home installations, the initial landscaping of 100% of the front, side and rear yards of your Space must be completed within 60 days of the date Homeowner's/Tenant's tenancy begins. For existing homes, any landscape improvements performed during Homeowner's/Tenant's tenancy must be completed within 30 days of the date the work begins. If Homeowner/Tenant does not comply, then we may give Homeowner/Tenant a notice requiring compliance within 7 days. If Homeowner/Tenant does not then comply, we may take steps to terminate the Homeowner's/Tenant's tenancy. All landscaping installation must be performed by Homeowner/Tenant or someone hired by Homeowner/Tenant.

B. **Prior Approval.** We have certain requirements and restrictions regarding landscaping and other related items. Prior to beginning any landscaping or hardscaping, including changes to existing landscaping or hardscaping, Homeowners/Tenants must first provide the plans in writing to us and obtain our written approval. Any landscaping or hardscaping installed without our approval shall be removed by the Homeowner/Tenant within ten (10) days of written notice.



C. **Description of Landscaping.** The front, side and rear yards of your Space must have live green, thriving vegetation or other decorative treatment at all times. No small decorative rock of any kind is permitted. Homeowners/Tenants are encouraged to be as original and elaborate as they wish in planning landscaping, including lawn, flowers and shrubs, however Homeowners/Tenants cannot infringe upon their neighbor's Space or the Park's common areas. Because of the wide variety of living and nonliving objects that may be used in landscaping, it is impossible to describe all things we will or will not accept. Consequently, our landscaping standards are listed only to assist in preliminary planning. Weeds are not considered approved plan material.

D. **Non-Conforming Spaces.** Homeowners/Tenants are cautioned that there are Spaces in the Park with landscaping that no longer conforms to our present standards; therefore, do not assume your plans will be approved because they conform to existing landscaping.

E. **Gardens.** Except for corner lots, small vegetable or fruit gardens are permissible in the rear of the Space providing it is out of view from the Park streets. Homeowner/Tenant must request and obtain our written permission to determine whether the vegetables or plants you intend to plant are permissible, as several varieties of plants that may infringe on a neighbor's property, or are unsightly, are expressly prohibited.

F. **General Standards.** Our general standards are as follows. If the existing landscaping on Homeowner's/Tenant's Space is in violation of the following general standards, then: (1) if it was in violation of our rules when it was originally installed, Homeowner/Tenant must remove it within ten (10) days; (2) if it was not in violation of our rules when it was originally installed, it may remain until it dies or is otherwise removed, and it may only be replaced with landscaping which meets the following requirements:

i. Homeowner's/Tenant's Space is an integral part of our Park and should always complement its surrounding. If we deem any items of landscaping to be hazardous or offensive we may require Homeowner/Tenant to change, limit or remove those items. All landscaping must be free of weeds, neat, clean and attractive in appearance.

ii. Homeowners/Tenants should carefully consider the type of any shrub, plant and other growing thing they wish to install because the root structure and growth patterns may cause cracking, buckling, or otherwise interfere with streets, driveways, sidewalks, Park utility systems, or other facilities. Homeowner/Tenant may be held responsible for any such damages in accordance with the Rental Agreement and the Mobilehome Residency Law.

iii. Homeowners/Tenants may not plant any tree without our prior written approval. For your information, the Park has a list of trees that we will not accept. Trees, shrubs and bushes must not encroach on adjoining Spaces or obscure the street view of persons driving in the Park. This does not include trees or shrubs on Park common grounds, or certain areas where height or root structure of a tree or shrub is not hazardous to a neighbor's property. Homeowners/Tenants are responsible to maintain all of the trees on their Space, regardless of the size or height or who planted them, so that the trees and their roots will not cause a specific hazard or health and safety issue. If Homeowner/Tenant fails to maintain the trees so that they become a specific hazard or health and safety issue, then Park reserves the right to remove the tree or to require removal of the tree at Homeowner's/Tenant's expense, except as otherwise prohibited by law.



iv. Homeowners/Tenants must submit written plans to the Park for approval prior to the placement of sheds, concrete, masonry, trees, fences, walls and related items in order to ensure compliance with these Rules and Regulations and access to utility lines, cleanouts, valves, etc.

v. No statuary, poles or other items are permitted (unless otherwise provided by these Rules and Regulations). No plastic jugs or similar water containers are permitted.

vi. Homeowners/Tenants must check with us prior to digging or driving rods or stakes into the ground as they might damage underground utilities. Homeowner/Tenant shall bear the cost of repairs to any utilities or other property damaged by you or your landscaping. Homeowner/Tenant is responsible to contact Underground Service Alert at least two (2) working days prior to performing any such work at (800) 422-4133, as required by California law, in order to provide notice to all public and private utilities.

vii. Homeowner/Tenant shall maintain the original grade of Homeowner's/Tenant's Space and shall not move earth, change the elevation or obstruct the drainage of any part of the Space at any time.

viii. When vacating a lot, Homeowner/Tenant may only remove landscaping planted by Homeowner/Tenant with our prior written approval at Homeowner's/Tenant's own expense. Homeowner/Tenant must repair any damages to the property caused by the removal of said landscaping, and leave the lot in similar condition and grade prior to landscaping. If landscaping is not removed, all planting and/or other improvements put into or attached to the ground become a part of the Space and will be the property of the next Homeowner/Tenant of the Space and may not be removed without our permission.

ix. In order to maintain the aesthetic beauty of the Park, additional standards may be imposed on Homeowners/Tenants who have corner Spaces or Spaces in unique locations.

G. **Drainage.** Homeowner/Tenant is responsible at all times to make sure the drainage on their Space is proper, including that portion underneath the Mobilehome, so that water will drain away from their mobilehome to the street and not onto other Spaces or common areas, the damage or loss from which Homeowner/Tenant is liable.

H. **Maintenance.** Homeowner/Tenant is responsible to maintain in good condition and repair, and in an aesthetically pleasing condition at all times, the entire area from curb (including side curb) to rear lot line and side yard party lines; including the driveway, yards, fencing, patios, trees, landscaping, parking areas, the area upon which Homeowner's/Tenant's mobilehome is located, so as not to create a specific hazard or health and safety violation. All landscaping shall be well maintained. Such maintenance shall include but not be limited to:

i. Lawns must be mowed and edged once each week.

ii. Landscaping must be regularly maintained, trimmed, fertilized and watered as needed. The use of odorous manure or odorous fertilizer is prohibited.



iii. The Space must be kept free of weeds and debris at all times.

iv. Landscaping must be maintained so that it does not cause damage to or interfere with property belonging to Homeowner/Tenant, other Homeowners/Tenants or the Park. This includes the trimming of all shrubs, vines and bushes in a manner that maintains an attractive shape and prevents such plants from being excessively high or brushing against mobilehomes, awnings or other structures.

v. As permitted by the Mobilehome Residency Law, if Homeowner/Tenant does not maintain their Space and landscaping, including tree maintenance and trimming, as required by these Rules and Regulations and the Rental Agreement applicable to their tenancy, we may, in addition to all other remedies, give Homeowner/Tenant a notice requiring compliance within 14 days. If Homeowner/Tenant does not comply, we may charge a reasonable fee for having this maintenance work done, which charge shall be payable on receipt by Homeowner/Tenant. However, we will not install landscaping for Homeowner/Tenant and charge for such installation, as all installation must be performed by Homeowner/Tenant or someone hired by Homeowner/Tenant as set forth above.

7. **STANDARDS FOR MOBILEHOME, SPACE, ACCESSORY EQUIPMENT, STRUCTURES AND APPLIANCES.**

A. **Prior Approval.** Prior to installing or changing any required appliances, accessory equipment or structures, and prior to installing or changing any appliance that is to be connected to the gas, electric, water or sewer supply, Homeowner/Tenant must submit for our approval a written plan describing in detail what you propose to install. Homeowner/Tenant must remove any item installed without our approval within ten (10) days of written notice.

B. **Completion.** On new home installations, the installation of all required items must be completed within 60 days after your tenancy begins. All other installations after the initial set-up of the home must be completed within 30 days after the date work begins.

C. **Compliance With Laws and Ordinances.** Any work that requires a permit shall be performed only by a licensed and insured contractor. No such work shall be performed without a permit. All contractors must check in with Park Management before commencing any work. Permits are required before many improvements may be made and it is your responsibility to determine when permits are required and obtain them and all necessary inspections and approvals. We reserve the right to inspect, at our option, the exterior of your mobilehome to determine compliance with applicable California Health and Safety Code provisions and these Rules and Regulations to determine the general condition of the mobilehome. If we find violations they will be stated in a letter of deficiencies to you and must be corrected by you within ten (10) days.

D. **General Standards For Mobilehomes.** Because of the wide variety of mobilehomes and other improvements, it is impossible to describe all those that we will or will not accept. Therefore, our standards are listed only to assist in preliminary planning. Homeowners/Tenants are cautioned that there are Spaces in the Park with items that no longer



conform to our present standards; therefore, do not assume your plans will be approved simply because they conform to other Spaces.

i. **Existing Mobilehomes.** If Homeowner/Tenant occupied the Space prior to the time these standards for incoming mobilehomes were instituted, the standards that were previously applicable to your mobilehome and other improvements will remain applicable until such time as Homeowner/Tenant repairs, replaces or makes changes or additions to the Space, mobilehome, accessory equipment, structures, or appliances, at which time Homeowner/Tenant must comply with the following requirements.

ii. **New Mobilehomes.** The following requirements are applicable to incoming mobilehomes, new construction and installation, and repairs and replacements by existing Homeowners/Tenants. The design and appearance of all mobilehomes must be approved in writing in advance by us. Prior to our acceptance of any home, a picture or rendering of the exterior of the home must be presented to us and a Rental Agreement must be executed with us.

a. **Plot Plan.** A dimensioned plot plan must be submitted for our written approval and it must show the following: 1) dimensions of the mobilehome and all structures, including but not limited to awnings, porches, stairs and sheds; 2) exact placement of the mobilehome on the Space including distance from front of the mobilehome to the street curb; 3) measurement to lot lines and all structures, including but not limited to awnings, porches, stairs and sheds; 4) the location in distance of the front, carport and utility room doors from the front of the home; 5) actual placement of concrete, awnings, lawn, trees, flower beds and additions on lot; 6) measurement and relationship to all ground level utilities including but not limited to gas, electric, water, sewer, television, cable, cleanouts and valves.

b. **Mobilehomes.** The Park reserves the right to refuse installation of homes which are older than the current year. However, in the event that the Park were to consider allowing an older home, all mobilehomes coming into the Park for the first time must meet the following requirements: Only mobilehomes which are in good condition and approved by us in advance will be permitted onto any empty Space in the Park. All mobilehomes moving into the Park must have detachable hitches and tongues which must be removed when the mobilehome is installed and may be stored under the mobilehome. For existing mobilehomes with non-detachable hitches, they must be box covered, and the cover must be maintained in good repair. The mobilehome may not require more electrical amperage service than is available on the Space.

c. **Siding.** Siding must be of Alcan, stucco, T-111 (textured grooved plywood), masonite or the equivalent.

d. **Skirting.** Skirting is required. Skirting must be of Alcan, stucco, T-111 (textured grooved plywood), masonite or the equivalent and must be aesthetically compatible with the appearance of the mobilehome. Skirting must be maintained in good repair and with proper ventilation.

e. **Porches, Decks and Patios.** Any porches, decks, patios and landings must be of an approved material aesthetically compatible with the appearance of the mobilehome. Unless made of decorative masonry, deck surfaces must be covered with a material we approve in writing such as indoor/outdoor carpeting. Any raised landings, patios, porches and decks must be covered with outdoor carpeting. Finished grade redwood decks and steps are



permitted without a carpet covering. Enclosed patios must have our prior approval as to material and must be completed with a permit issued.

f. **Steps.** Exterior steps, both patio side and carport side, must be of an approved material matching the exterior of the mobilehome. Steps must have approved wood or metal handrails, as required by law, and an approved covering that is maintained in good condition and repair. The temporary steps must be removed from the Space no later than sixty (60) days from the time the mobilehome is first moved into the Park.

g. **Carports.** Carports and carport awnings are required and must extend from the front edge of the mobilehome, across the driveway to the other edge of the driveway, and back to the end of the driveway. Carports may not be enclosed. Privacy or sunscreens must first be approved in writing by the Park and must be built in accordance with the Park's standard design.

h. **Storage Sheds.** All storage sheds must be of an approved manufactured type of a material and color matching the exterior of the mobilehome. A maximum of one 120-square foot shed, or two sheds not more than 60-square feet each, is permitted, provided there is room on the lot. We must approve in writing the location of all storage sheds.

i. **Manufactured Equipment and Structures.** Only prefabricated manufactured accessory equipment and structures or, if not prefabricated, only those constructed to professional contractor standards are permitted. No "homemade" equipment or structures may be installed. Placement of a Jacuzzi on Homeowners/Tenants' Space or construction of a pool regardless of its size are prohibited.

j. **Air Conditioners, Heating and Electrical.** Because of the potential for overloading the Park's electrical system, the installation of electrically-powered heat pumps, air conditioners, evaporative coolers and other major electrical appliances must be approved by us, and a permit shall be obtained prior to installation or replacement. In addition, we must approve the location of these appliances, and they may not be installed at the front of the mobilehome. Only an evaporative type cooler is permitted to be attached to the mobilehome, however your electrical devices and appliances, including an evaporative cooler, shall not exceed the 50-amp electrical rating of the pedestal or pedestal main breaker. In addition, any air conditioner or heater must be in good operating condition and must not make excessive noise. All air-conditioners, heaters and other major electrical appliances must be compatible with the electrical output of the Park. Condensation accumulation from any air conditioner must be piped away from the mobilehome in a manner we approve and not allowed to fall on the ground underneath the mobilehome. All cooling equipment of any kind must be regularly maintained, cleaned and kept in an attractive and well-kept fashion, free of leaks, rust, cracking, flaking or peeling paint. All cooling equipment shall be properly supported; however, wood supports, wood brackets or wood foundations are prohibited. Solar heating is not acceptable.

k. **Fencing.** Specific written approval from us is required prior to any fence installation. There are height and location limitations, and they can vary on different Spaces.

1). Only approved wrought iron, masonry or wood fencing is allowed. No chain link fences or lattice fences are permitted.



2). Homeowner/Tenant is responsible for maintaining any fence on Homeowner's/Tenant's Space in good condition and repair, regardless of who installed the fence. All fences must be maintained in a safe, well painted, clean, and rust free condition.

3). An existing perimeter fence is acceptable, provided the fence is within three feet parallel to your mobilehome and does not exceed three and one-half foot in height.

4). If Homeowner/Tenant is planning to install a new fence or replace an old fence, Homeowner/Tenant is required to construct a fence that conforms to the new fence design standards on file in the Park's office and incorporated in these Rules and Regulations by this reference.

l. **Special Standards.** We retain the right to make additional requirements for corner Spaces or Spaces located in unique locations.

m. **Water Softeners.** Water softeners which discharge into our sewer system are not permitted. Water filtration systems are permitted; however, any system which requires a salt product to be added to operate it is strictly prohibited.

n. **Earthquake Bracing and Tie Down.** On new home installations, you are required to install an approved State of California tie down and also an earthquake bracing system on your mobilehome.

E. **Swimming Pools and Spas.** The installation of any pool, spa, hot-tub and/or Jacuzzi on any Space in the Park is prohibited.

**F. Satellite Dishes, Antennas, Radio Transmitters and Flag Poles.**

i. **Satellite Dishes:** The placement of a satellite dish installed by a Homeowner/Tenant requires Park approval as to location prior to installation and must be affixed to the home or to improvements on the ground within the Homeowner's/Tenant's homesite in a location towards the rear of the mobilehome that is 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 Space 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 (39 inches) in diameter are prohibited.

ii. **Television Antennas:** In order to maintain an attractive Park, Homeowners/Tenants are encouraged to rely on indoor antennas, cable or master antenna distribution rather than install visible outdoor antennas. If a Homeowner/Tenant nevertheless decides to install an outdoor antenna, the placement of an antenna requires Park approval as to location prior to installation, and it must be affixed to the Homeowner's/Tenant's home or improvements or the ground within the Homeowner's/Tenant's Space in a location not visible from the street. The antenna must be no higher than 12 feet above the roofline or no 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 possible. In all



instances, the antenna must be securely affixed and placed in a manner that will not constitute a hazard.

iii. Radio Transmitters: "Ham" or "CB" radios or other radio transmitters and devices may only be installed behind the mobilehome or on the roof within four (4) feet of the rear of the mobilehome, and only if they do not interfere with television, radio and telephone reception or otherwise unreasonably disturb other Homeowners/Tenants in the Park.

iv. Flag Poles: Only flagpoles which are designed to be mounted on the front of the mobilehome and easily removable for storage are permitted.

G. Utility Connections. All utility connections to the utility pedestal are your responsibility, done in a State-approved method and approved by us. Homeowners/Tenants shall not tamper with or in any way modify connections for gas, electric, sewer, water or other utilities. Homeowner/Tenant must pay the cost of repair for any utilities or Park property damaged by Homeowners/Tenants.

H. Fees. All State, County and City fees including those required to install the mobilehome are to be paid by Homeowner/Tenant.

I. Damage and Digging. Homeowner/Tenant must pay the cost of repair for any utilities or Park property damaged by Homeowner/Tenant. To avoid damage to underground utilities, Homeowner/Tenant must have our approval before digging or driving rods or stakes in the ground and must also contact Underground Service Alert at least two (2) working days prior to performing any such work at (800) 422-4133, as required under California law, in order to provide notice to all public and private utilities.

## 8. SPACE AND MOBILEHOME MAINTENANCE AND APPEARANCE.

A. Maintenance Requirements. Homeowner/Tenant is financially responsible for maintaining, repairing and replacing as reasonably necessary the mobilehome and all improvements, and keeping them in a good and safe condition and repair and in an aesthetically pleasing condition at all times. This includes, without limitation, the following: your mobilehome, accessory equipment and structures, fences, driveways, walkways, trees, any banks or slopes retaining walls, and all landscaping and other improvements, except as otherwise provided by law. Examples of these requirements include, without limitation, the following:

i. Homeowners/Tenants must maintain their mobilehome, Space and their improvements in a neat, clean, attractive and well-kept condition and repair, including all accessory equipment, structures, and appliances presently installed or that may be installed on the Space. This obligation includes the replacement of any such items that are missing or are damaged to the point that they cannot be reasonably repaired.

ii. All mobilehomes, accessory structures and improvements must be washed, cleaned, painted and waxed as often as is necessary to maintain an attractive appearance. The mobilehome, accessory equipment, structures, and appliances must be repainted when they are reasonably in need of repainting. Color and materials used are subject to our approval and must be of an earth-tone or pastel variety. A color chart and other color requirements for exterior



colors of the Mobilehome, accessory equipment, structures, and other improvements are available in the Park Office.

iii. All concrete, asphalt and other surfaces shall be kept clean and free of oil and all other sticky or oily substances and in good repair.

B. **Driveways.** Homeowners/Tenants are financially responsible for maintaining their driveway so that it does not become damaged. We may charge for the cost of any damage in accordance with the Mobilehome Residency Law and the Homeowner's/Tenant's Rental Agreement. Homeowners/Tenants are financially responsible for maintaining all other improvements and other items on their Space (except Park-owned utility systems) regardless of who installed them.

C. **Compliance with Rules and Laws.** Homeowners/Tenants are financially responsible for insuring at all times that the mobilehome, Space, and their improvements comply with these Rules and Regulations and with all local, state and federal laws and regulations. (The only exception is any of the Park's utility systems on the Space that are owned by us or a utility company so we or they are responsible for them.) This includes, such things as: insuring that the drainage is sufficient to prevent water from accumulating on the Space or under the mobilehome or running off so it adversely affects other Spaces or our property; that all required setbacks and lot line requirements are met and there are no encroachments on other property; that all Building Code and other similar requirements are met; and that all building and other permits have been obtained. If any tree or other landscaping on your Space, including ones planted by a former Homeowner/Tenant or the Park, causes any damage whatsoever to the streets, curbs and gutters, driveways, utilities or any other property or improvements belonging to either the Park or any of its Homeowners/Tenants, you are financially responsible for immediately removing the tree, shrub or other landscaping and paying the full cost of repairing or replacing the damaged property or other improvement in accordance with your Rental Agreement, except as otherwise prohibited by law.

D. **Window Treatments.** All windows must have appropriate window treatments, such as draperies, curtains, blinds or non-reflective window tinting. All window treatments should be maintained in good condition and repair at all times. Blankets, towels, sheets, plywood, cardboard, foil or other substitutes for acceptable window coverings are strictly prohibited. Permission to install temporary window coverings that would not be considered appropriate window treatments must be obtained in advance from Park Management. All window coverings must have a white or off-white lining or backing material such that the view from the exterior of the mobilehome is white or off-white, and not a color or pattern. Window glass must be maintained in good repair and must be repaired or replaced if cracked or broken. Window glass may not be repaired with duct tape or other such materials. Window screens must be maintained in good condition or repair at all times and must be removed, repaired or replaced if torn or broken.

E. **Outdoor Furnishings.** Only outdoor patio furniture and barbecues approved for use by us may be used on the patio, porch, yard or other portions of the Space. Decorative plants may be hung on the patio with appropriate hanging fixtures, however potted plants may not be placed on steps. Swing sets may be installed in the rear portion of the Space in such a manner so as not to encroach on neighboring Space.



F. **Storage.** Nothing may be stored, placed, installed or hung outside of the mobilehome or storage shed except as otherwise permitted in these rules. This means that you are not permitted to store, place or hang items on your porch, patio, carport or anywhere else on your Space, including without limitation to boxes, garden tools, mops, ladders, paint cans, pipe, wood, clotheslines, towels, wearing apparel, laundry of any description, household furniture, cabinets, shelves, cupboards, washers, dryers, refrigerators and any other appliances, ironing boards, brooms, tools, automobile and engine parts, debris, refuse, litter, or any item that is unsightly in appearance.

G. **Storage under Mobilehome.** We expressly prohibit the storing of anything under the mobilehome, other than mobilehome wheels, hitches, and ladders.

H. **Garbage and Trash Disposal.**

i. Each mobilehome must be equipped with a mechanical garbage disposal. No grease, fat, coffee grinds, potato peels, and etc. may be placed in the garbage disposal.

ii. Garbage that cannot be put into the disposal should be wrapped and placed in designated containers. Cartons should be smashed flat to conserve Space. To help control insects and other pests, all trash containing food particles, grease, coffee or other decomposable matter must be placed in a sealed plastic bag. All garbage and refuse must be promptly deposited in your trash cans or any trash bins provided by us for Homeowners'/Tenants' use.

iii. Trash and recycling containers must be covered and stored so they are not visible from the street or adjacent mobilehomes. On the designated pickup day, your container can may not be placed out at the curb any earlier than the evening before and must be promptly removed from the curb and stored out of sight on your Space after being emptied by the designated disposal company. If permitted by local code enforcement agencies, heavy-duty plastic trash bags may be used instead of trash cans. If certain types of trash or recycling containers are required to be used, you will pay their cost and be responsible for them. Limitations on the number, size, quantity and weight of such containers, the types of materials which may be disposed of, and other requirements of the city, county, trash company, recycling company or us are your responsibility to comply with.

iv. Cuttings and debris from major tree or other landscaping trimming or removal must be removed from the Park and not deposited in the Park's or other Homeowner's/Tenant's trash bins, unless bins are otherwise made available by the Park for the purpose of landscape trimming. Appliances, furniture, mattresses, vehicle parts, batteries, hazardous waste, dirt, gravel, rocks, large construction materials, equipment and like materials must be removed from the Park and may not be deposited in the Park's or other Homeowner's/Tenant's trash bins. Homeowners/Tenants' gardeners and landscapers are not permitted to deposit their landscaping trimming or other debris in the Park's trash bins. Homeowners/Tenants and guests may not bring trash from outside of the Park, such as but not limited to grass cuttings, tree branches, furniture, etc. and put it in the Park trash containers.

v. Grease, coffee grinds, potato peels, paper towels, diapers, underwear, prophylactics (devices used for preventing pregnancy and/or sexually transmitted



diseases), sanitary napkins, tampons, cans, dirt, rocks, toys and other improper matter shall not be flushed down the toilet, sinks and garbage disposal or otherwise placed in the sewer system.

I. **Hazardous Materials.** No flammable, combustible, or explosive fluid, material, chemical or substance, except those used for normal household purposes may be stored on the premises. Nothing which creates a hazard or increases our insurance rates shall be permitted on the premises. No environmentally hazardous or prohibited substance or material may be placed or dumped in the trash, sewer, or storm drain system or otherwise disposed of in the Park, including and without limitation to engine oil.

J. **Utility Pedestals.** The utility pedestals (water, gas, sewer, and electric hookups) must be accessible at all times. If one of the Park's gas or water shut-off valves or electrical installations is located on your Space, it must also be kept uncovered and accessible at all times. You may not connect, except through existing electrical or natural gas outlets or water or sewer pipes on the Space, any apparatus or device for purposes of using electricity, natural gas, water, or sewer. You shall not tamper with or in any way modify connections for gas, electric, water or sewer. You must pay the cost of repair for any utilities or Park property damaged by you and your guests. To avoid damage to underground utilities, you must have our approval before digging or driving rods or stakes in the ground. You must also contact Underground Service Alert at least two (2) working days prior to performing any such work at (800) 422-4133, as required under California law, in order to provide notice to all public and private utilities.

K. **Drainage.** Homeowner/Tenant is financially responsible for correcting any drainage problems, for any re-leveling or adjustment required on the mobilehome, or the repair or replacement of any other improvements which result from drainage problems, soil expansion or contraction, tree roots, and/or any other reason. Homeowner/Tenant is also responsible for correcting any drainage problems that existed on the Space at the time Homeowner/Tenant purchased the mobilehome or which Homeowner/Tenant causes.

L. **Hoses and Sprinklers.** Hoses or sprinklers may not be left running so that water runs in the street or onto a neighbor's property.

M. **Holiday Decorations.** Seasonal and holiday decorations may not be put up outside your mobilehome any earlier than two weeks before the holiday and must be removed within two weeks following the holiday. Holiday lights may not be left up all year outside of your mobilehome.

N. **For Sale Signs.** Homeowners/Tenants may advertise the sale of their mobilehome with a sign no greater than 24" x 35" in size, placed in your window or in an "A-Frame" or "H-Frame", in the front landscape area. Information leaflets in clear containers regarding the sale of Homeowner's/Tenant's home may be attached to the "For Sale" sign or to Homeowner's/Tenant's mail box post or mail tube. Any changes in the Mobilehome Residency Law or other laws affecting the size and location of the "For Sale" signs shall immediately become applicable and become a part of these Rules and Regulations. "Open House" signs and caravans are prohibited. Unless approved by the Park, such signs shall be removed by Park staff without further notice if found.

O. **Appliances.** Washers, dryers, refrigerators, freezers and other appliances cannot be operational outside the mobilehome in the storage shed unless you first obtain the



necessary electrical and plumbing permits and all necessary inspections and approvals. Water from your washer may not be drained directly onto the Space. No power cords are permitted to run from the mobilehome into the storage shed.

P. **Garage or Yard Sales.** Garage or yard sales are strictly prohibited at your Space and within the Park.

9. **VEHICLES.**

A. **Maintenance.** No maintenance or repair work of any kind is permitted on any motor vehicle, boat or trailer (other than the mobilehome you reside in) in any area of the Park, including your Space, with the limited exception of very minor repairs including battery charging and changing a tire. Oil changes are not permitted in the Park. Disposal of vehicle fluids including oil anywhere in the Park is prohibited.

B. **Washing Vehicles.** Washing of vehicles at any locations within the Park is prohibited, including and without limitation to motor vehicles, boats, trailers, recreational vehicles or similar vehicles, including at your Space, on your driveway, on the roadways or in the RV storage lot. Waxing and polishing of vehicles is allowed.

C. **Safe Vehicle Operation.** No vehicle may be driven in an unsafe manner or at an unsafe speed in the Park. All traffic control signs shall be obeyed. Pedestrians, golf carts and bicycles shall be granted the right of way. No vehicles may be operated in the Park by any person who is not properly licensed. Homeowners/Tenants must obey all posted traffic control signs, including but not limited to stop signs, no parking signs, speed limit signs.

D. **Unauthorized Vehicles.** Big rigs, large buses, large commercial trucks (2 tons and over) and excessively noisy vehicles are not permitted in the Park at any time, with the exception of Park approved maintenance and towing vehicles. No vehicle is permitted in the Park if it is not regularly maintained. It must be in normal operating condition, and neat and clean in appearance. The foregoing includes but is not limited to "junkers" or other vehicles whose exterior appearance has deteriorated to a point where they are unsightly and detract from the appearance of the Park. An inoperable vehicle will be towed away at the vehicle owner's expense. Any car dripping or leaking oil, antifreeze, gasoline or other liquids must be kept out of the Park until repaired to prevent damage to the pavement. A drip pan may be used on your Space if cleaned regularly. All vehicles must have legal muffling devices. All vehicles operated in the Park must be properly licensed with current registration tags. No vehicle that does not have a current California or other official government license for use upon the public highways may be brought into or kept in the Park. Any vehicle that is not currently licensed/registered will be towed away at the vehicle owner's expense.

E. **Motor Bikes.** Motorcycles, motor scooters, mini-bikes, ATV's and other 2- and 3- wheeled motorized vehicles must be street legal and first be approved by us in writing. When operating such vehicles, you must comply with these Rules and Regulations together with all applicable laws and regulations.

F. **Towing of Vehicles.** Vehicles in the Park that are in violation of these rules may be towed at any time a violation is found to exist at the vehicle owner's expense.



10. **PARKING.**

A. **Parking on Driveway.** Homeowner/Tenant parking is only permitted in Homeowner's/Tenant's driveway, not on any other area of the Space including landscaped or other areas. Homeowners/Tenants may park only conventional passenger vehicles on the paved portion of the carport or driveway that do not extend beyond your property line onto the street or adjacent Space, not to exceed two (2) such vehicles unless a third vehicle can fit on the paved portion of your carport or driveway. A conventional passenger vehicle includes your sedan, station wagon, family van, sports utility vehicle, sports car, pick-up truck and any other vehicle approved by us. Homeowners/Tenants may only park in the particular parking Spaces assigned to him or her, which has been approved in writing, by the Park. Homeowners/Tenants may not park in anyone else's Space or in guest parking.

B. **Parking in Street.** No parking is permitted in the street at any time, for any purpose. No parking is permitted on vacant lots or at vacant homes at any time. Sleeping in vehicles is not permitted.

C. **Commercial Vehicles.** Any truck, van, bus, delivery, one-ton trucks and other vehicles identified with commercial enterprises are prohibited from being parked at your Space or in guest parking.

D. **Recreational Vehicles.** Motor homes, bubble top vans, campers, recreational vehicles, trailers, boats and other similar vehicles ("recreational vehicles") may not be parked on the street, vacant lots or on any other area of your Space, including landscaped areas, at any time. The recreational vehicles described in this paragraph may not be parked in your driveway, except for the express purpose of loading or unloading, and then for a period not to exceed 30 minutes. Recreational vehicles which are not in use for daily or regular transportation must be parked in the designated recreational vehicle storage lot, if the Park provides a designated storage area. No inoperable, unlicensed, leaking, noisy or unsightly vehicles, or vehicles that cause written complaint, will be allowed in the designated storage area. Vehicles parked in the designated storage area are subject to other rules and regulations set forth in a separate written storage agreement which Homeowner/Tenant will be required to sign. Homeowner/Tenant will be charged a monthly fee for each such vehicle. This charge, which is not rent, may thereafter be increased at any time upon sixty (60) days' written notice to Homeowner/Tenant. Owner is not obliged to provide parking for all vehicles, and access to the recreational vehicle storage area is on a first-come, first-served basis. The recreational vehicle storage area may also be eliminated on sixty (60) days' written notice and that area used for another purpose, at Owner's option, without incurring any liability to Homeowner/Tenant.

E. **Guest Parking.** Guests and other persons in the Park at your invitation or request may only park in the hosting Homeowner's/Tenant's driveway or in the areas set aside for guest parking. No vehicles may be left in guest parking for more than 24 hours. Homeowners/Tenants may not park in the areas set aside for guest parking.

F. **Towing of Vehicles.** Vehicles parked in violation of these rules may be towed from any area in the Park, including from Homeowner's/Tenant's Space, any time a violation is found to exist, at the vehicle owner's expense.



**PETS**

A. **Pet Agreement.** Written permission to keep a pet in the Park must be obtained from us prior to acquiring a pet. All Homeowners/Tenants interested in having a pet are required to submit a photograph of the pet and complete a Pet Agreement, the terms of which are incorporated herein by this reference. Park management reserves the right to deny a pet if the proposed pet appears to present a threat to the health and safety or the general welfare of the Park or its Homeowners/Tenants.

B. **House Pets.** A house pet is defined as a pet that spends its primary existence within the mobilehome. The types of pets permitted are small dogs, cats, small birds such as parakeets and canaries, fish and other usual household pets approved by us. Any exotic animal requiring a permit or license, other than referenced above, is prohibited. Except for fish and very small caged birds, no more than a total of two (2) pets will be allowed per mobilehome.

i. Small dogs are defined as those breeds which, when fully grown, will not exceed forty (40) pounds in weight or nineteen inches (19") in height when measured standing from the floor to the top of its shoulder. The combined weight of two (2) dogs cannot exceed the maximum weight limitation of forty (40) pounds.

ii. In addition to the size limitations, certain breeds of dogs that are considered potentially dangerous are prohibited, including but not limited to those breeds commonly referred to as Pit Bull dogs (also known as Pit Bull Terriers, Staffordshire Terriers, Staffordshire Bull Terriers), Rottweilers, Doberman Pinschers, Great Danes, St. Bernards, Chow Chows, Mastiffs, German Shepherds, Huskies, Akitas, and any dog that has at least one-quarter of those breeds in its lineage.

iii. Non-house pets are prohibited under any circumstances, including, but not limited to, farm animals (chickens, roosters, pot-bellied pigs, goats) and exotic animals (reptiles exceeding eighteen inches in length, poisonous spiders).

C. **Service Animals.** Guide dogs, signal dogs, and other service dogs, as defined by California Civil Code section 54.1, are exempt from the size limitation otherwise applicable to dogs, but are not exempt from the potentially dangerous breed limitations.

D. **Compliance with Laws.** Each pet must be licensed and inoculated in accordance with applicable laws. Upon request of Management, Homeowner/Tenant must provide evidence of licensing and inoculation within seven (7) days of the request. Any animal abuse will be referred to the appropriate authorities and is cause for revocation of approval for the pet.

E. **Common Areas.** No pets are permitted in the clubhouse, laundry facilities, or any recreational area of the Park at any time, with the exception of guide dogs, signal dogs and other service dogs as defined by California Civil Code section 54.1. Washing of pets is prohibited in laundry areas. No pets are permitted to be in the swimming pool or spa at any time, if there is a pool and/or spa in the Park.



F. **Walking Pets in Park.** Pets are not allowed to run loose in the Park. Other than in an enclosed area on your own Space, pets must be leashed at all times when outside your mobilehome. Under no conditions are pets to invade the privacy of anyone's Space, including but not limited to their flowerbeds or shrubs. Pets must be walked on a short leash, and the person walking the pet must carry a "pooper scooper" or something else to use to pick up any excrement left by pet. Regardless of the area, any excrement left by a pet must be picked up, wrapped in paper or plastic and placed in your trash receptacle immediately. Pets are not allowed on grass or flower beds in common areas of the Park.

G. **Pet Behavior.** Pets will not be allowed to cause any unreasonable disturbance, annoyance or harm at any time, including and without limitation to excessive barking, growling or other unreasonable noises, biting, chasing, aggressive behavior towards other Homeowners/Tenants or Park personnel or damage to property. You warrant and represent that your pet possesses no danger or threat of danger to any person if it were to escape your custody or immediate control, and that it does not and will not result in any disturbance or annoyance to any person in such case or in any case.

H. **Exterior Housing.** Because pets must spend their primary existence within the mobilehome, no exterior pet housing is permitted, including, but not limited to, any type of confining barricade or structure. Tying of pets outside the home and leaving them unattended is prohibited.

I. **Guests.** Guests may not bring pets into the Park, except for guide dogs, signal dogs and other service dogs as defined in California Civil Code section 54.1.

J. **Loss of Approved Pet.** Should you lose your pet or should it die, written permission must be obtained from us before acquiring another pet. We reserve the right to revoke permission to keep any pet violating our rules and require that the pet be permanently removed from the Park.

K. **Stray Animals.** Feeding stray cats or other stray animals and/or wild animals is prohibited.

## 12. **RECREATIONAL FACILITIES AND COMMON AREAS.**

A. **Use of Facilities.** The recreation facilities and other common areas are for the use of all Homeowners/Tenants and their guests. The recreational and common areas may be used as permitted by Mobilehome Residency Law §§798.50 and 798.51. Recreational and other common area facility hours are posted, but periodically may be closed earlier at our discretion when there is a reasonable basis or necessity to do so, including cleaning and repairs.

i. **Age Limitation.** All persons under the age of 14 must be accompanied by a responsible adult when they are in the laundry facilities, swimming pools and spa, and when they are using clubhouse facilities.

ii. **Infants and Toddlers.** No one is allowed in the pool or spa unless toilet trained and able to avoid urinating or defecating while in the pool or spa, or unless wearing swimmer's diapers which fit snugly around the waist and legs, if there is a pool and/or spa in the Park.



iii. **Attire in Facilities.** Footwear must be worn in all areas except the pool area, if there is a pool and/or spa in the Park. Bathing suits and swimming apparel are not allowed in the clubhouse at any time unless suitably covered up. Only manufactured swimwear may be worn in the pool or spa. No street clothes, including, but not limited to, shorts, cutoffs or T-shirts are permitted in the pool or spa.

iv. **No Smoking.** No smoking is allowed in the swimming pool area, spa, if there is a pool and/or spa in the Park, laundry rooms, and Clubhouse building(s) or in any other Park building(s) and facilities.

v. **Alcoholic Beverages.** No alcoholic beverages are permitted in any common area of the Park that is open to you or your guests, including and without limitation to streets, clubhouse, swimming pool and spa area, if there is a pool and/or spa in the Park, laundry room and other common areas and facilities. Persons under the influence of alcohol or drugs may be expelled from the recreational facilities and common areas.

vi. **Music.** No independent music systems such as radios, boom boxes, CD players etc. are permitted in the clubhouse or the swimming pool and spa areas, if there is a pool and/or spa in the Park, unless they are listened to through an earpiece and are not audible to others.

B. **Posted Rules.** Additional rules and regulations governing the use of the facilities are posted in and about the facilities and they are incorporated herein by this reference. You are required to adhere to the restrictions on the use of the facilities as posted in and about the facilities.

C. **Clubhouse Reservation (if applicable).** Homeowners/Tenants wishing to reserve the clubhouse facilities for parties must fill out a request form at least 15 days in advance which is available in the Park office. Homeowners/Tenants will notify the Park who will be personally responsible for the conduct of the meeting, for cleanup and for any damage to the Park's equipment and facilities, as well as the number of people who will attend, the nature of the gathering, when the event will start and end and what Park equipment and facilities will be used. If the date does not conflict with another planned use of the facilities and written approval is obtained, then you will be asked to sign an agreement and make a cleaning deposit as permitted by the Mobilehome Residency Law. Park may deduct the cost of any damage or the cost of cleaning from the deposit. Any additional costs incurred beyond the deposit, will be due and payable immediately by Homeowners/Tenants. The clubhouse will remain open to all Park Homeowners/Tenants.

D. **Bicycles.** Bicycles, skateboards, roller skates, roller blades and non-motorized scooters may only be ridden on the roadways, and not on sidewalks, common area greenbelt and other common areas planted with grass and other landscaping, vacant Spaces or any other paved area. Bicycles must obey the same traffic regulations as cars.

E. **Recreational and Common Area Release and Waiver of Liability and Indemnity Agreement.**

i. You agree that you understand and fully appreciate the potential danger of injuries and damages which can occur with respect to the use and operation of



swimming pools, spas, other recreational facilities and a clubhouse, including use of the clubhouse for parties and other functions, as well as the adjacent areas and facilities and other common areas of the Park. You also understand and fully appreciate that, if the Park was to provide lifeguards or other supervision in and about the pools, spas, other recreational facilities, clubhouse, including parties or other functions held in the clubhouse, if the Park provides any of these amenities, or other common areas, the increased expense would necessarily cause related increases in rent. Therefore, in consideration for the Park's forbearance from raising rents to cover the expense of lifeguards or other supervision in and about the Park's pools, spas, other recreational facilities, clubhouse, including parties and other functions in the clubhouse, if the Park provides any of these amenities, and other common areas, and in consideration of being permitted to use and enjoy the recreational facilities and other common areas of the Park, YOU, ON BEHALF OF YOURSELF AND YOUR SPOUSE, YOUR CHILDREN, OTHER MEMBERS OF YOUR HOUSEHOLD (COLLECTIVELY "MEMBERS OF YOUR FAMILY"), AND YOUR GUESTS HEREBY RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE PARK AND ITS OWNERS, operators, employees, agents and representatives from all liability for any loss, injury or damage on account of injury resulting from the use of the swimming pools, spas, other recreational facilities, and clubhouse, including parties and other functions in the clubhouse, or the adjacent areas and facilities, or other common areas of the Park by yourself, members of your family or your guests, and you expressly agree that the Park has no duty to provide a lifeguard or supervision in and about the swimming pools, spas, other recreational facilities, clubhouse, as well as their adjacent areas and facilities, if the Park provides any of these amenities, and other common areas, and you expressly agree that the absence of a lifeguard or supervision shall not constitute negligence on the part of the Park or its owners, operators, employees, agents and representatives.

ii. These agreements are intended as a full and complete release as to any and all claims resulting from the use of the pools, spas, other recreation areas, clubhouse or their adjacent areas or facilities, if the Park provides any of these amenities, or other common areas of the Park, notwithstanding California Civil Code §1542, which provides that: 'A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor, and you, members of your family and your guests do hereby release and indemnify and hold harmless the Park, its owners, operators, employees, agents and representatives from any and all such claims in the future.

iii. YOU ALSO AGREE ON BEHALF OF YOURSELF, MEMBERS OF YOUR FAMILY AND GUESTS TO HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, LOSS OR DAMAGE resulting from the use of the swimming pools, spas, other recreational facilities, clubhouse or their adjacent areas and facilities, if the Park provides any of these amenities, or other common areas of the Park.

### 13. LAUNDRY ROOMS.

A. Hours of Operation. The laundry room equipment is for the use of Homeowners/Tenants only. The rules and regulations governing the laundry facilities, including its hours, are posted. The laundry room may, however, be closed at our discretion. These facilities will also be closed from time to time for cleaning repairs.



**B. Use of Laundry Facilities.** Washers and dryers are to be cleaned inside and out immediately after use, including but not limited to removing lint from the dryer filters. Clothes are to be removed from dryers as soon as they are dry and may not be left overnight. Dyeing may not be done in the washers. The laundry facilities are to be left in a clean, neat and orderly condition. Your cooperation is requested to keep the laundry room clean and to report in writing incidents of misuse or abuse. You are required to mop up spilled water, soap, bleach, or any other matter falling onto the floor, and report any malfunction of machines to us as soon as possible.

14. **PUBLIC RESTROOMS.** Homeowners/Tenants and guests shall keep the restrooms clean, if there are public restrooms provided in the Park, and report in writing to us any incidents of misuse and abuse or malfunction of equipment. Materials which will not dissolve in the sewer system, such as facial tissue, paper towels, sanitary napkins, or dryer sheets must not be flushed down the toilets.

15. **LIMITATIONS ON ELECTRICAL SERVICE**

**A. Homeowner/Tenant Responsibility.** Homeowner/Tenant is responsible for making sure that the mobilehome and all appliances and equipment in the mobilehome are compatible with the electric service and capacity now available, and we shall have no liability or responsibility to you if the available electrical supply is incompatible.

**B. Electrical Capacity.** Homeowner/Tenant shall not install electrical appliances that will use energy in excess of the electrical service and capacity available at the Space. Homeowner/Tenant shall not attempt to increase the electrical service and capacity at the Space by installing any device or doing anything else unless Homeowner/Tenant has received our prior written permission. If Homeowner's/Tenant's electrical demands exceed the capability of the Park or are otherwise inconsistent with the capabilities of the Park, Homeowner/Tenant will be deemed to be in default under the Rental Agreement. No correction or modification of the Park's electrical source is allowed.

**C. Electrical Breakers.** Any additional electrical breakers (other than the main shutoff breaker) installed by Homeowner/Tenant, any former Homeowner/Tenant or any set-up crew, which becomes defective, is the financial responsibility of the Homeowner/Tenant. Homeowner/Tenant shall be responsible for the replacement of the breaker and for any damage to the Park's electrical pedestal resulting from the failure of Homeowner's/Tenant's breaker.

**D. Damage.** In the event of any violation of this Rule, Section 15, by Homeowner/Tenant, in addition to all of the remedies available to us, Homeowner/Tenant will reimburse us within ten (10) working days for any costs and expense we incur in remedying the situation created by Homeowner's/Tenant's use of excessive or inconsistent electrical demands. Homeowner/Tenant must indemnify and hold us harmless against any loss, cost, damage, expense (including attorneys' fees and costs) or other liability incurred or imposed by reason of any injury to persons or property which occurs as a result of Homeowner's/Tenant's electrical demands. As the amount of such electrical service and capacity will affect Homeowner's/Tenant's ability to have electrical appliances, Homeowner/Tenant should determine in advance from us the amount of electrical service and capacity available to the Space and ensure that the mobilehome and all



appliances and equipment in it are compatible with the service and capacity. We may require Homeowner/Tenant to lower their electrical demand to be compatible with the electrical service and capacity currently available.

16. **LOT LINES AND LOT LINE MARKERS.** The lot lines originally established at the time the Park was built shall be the lot lines used for all purposes regarding the present and future installation of mobilehomes and all other accessory structures, equipment and other improvements to the Space. The only exception will be where the originally established lot lines were subsequently changed by us or someone else who owned the Park with the intention of deliberately altering such lot lines and, in those cases, the subsequently changed lot lines will remain in effect. We reserve the right to modify any lot line at any time provided that such modification does not violate any applicable law. If Homeowner/Tenant or any prior Homeowner/Tenant of the Space or of any adjoining Space has installed landscaping or other improvements that encroach across any lot line and by those actions has established, over an extended period of time (in our opinion), that the area encroached on belongs to and is allowed to be used by that Homeowner/Tenant, then Homeowners/Tenants or the Homeowners/Tenants of any adjoining Space will be permitted to continue to use the area encroached upon so long as that use continues to exist. This use of the encroached-upon area will not, however, affect the location of the lot line markers. Homeowner/Tenant must maintain the lot line markers as they currently exist. Homeowner/Tenant agrees to indemnify and hold harmless us and our agents, employees, representatives, assigns and successors, against any loss, cost, damage, expense (including attorneys' fees) or other liability incurred or imposed by reason of any person, association, firm or corporation claiming to have an interest in the event that Homeowner's/Tenant's lot line markers are lost, moved or destroyed.

17. **ENTRY UPON YOUR SPACE.** In accordance with the Mobilehome Residency Laws, we shall have a right of entry upon a Homeowner's/Tenant's Space for maintenance of utilities, for maintenance of the Space where the Homeowner/Tenant fails to maintain the Space in accordance with the Rules and Regulations, and for the protection of the park at any reasonable time, but not in a manner or at a time which would interfere with the Homeowner's/Tenant's quiet enjoyment, unless in a case of an emergency.

18. **CONTRACTORS AND LIENS AND CLAIMS.** Only licensed contractors having adequate automobile, general liability and Worker's Compensation Insurance are permitted to work in the Park and we may require them to provide proof of insurance to us in advance of beginning any work. Homeowner/Tenant shall not permit any lien, claim or demand arising from any work of construction, repair, restoration, maintenance or removal done for Homeowner/Tenant, or for Homeowner's/Tenant's mobilehome or Space to be enforced against Park, and Homeowner/Tenant will pay all liens, claims, or demands before any action is brought to enforce them. Park shall have the right at all reasonable times to post and keep posted on the Park premises any notice which it deems necessary for protection against such liens. Homeowner/Tenant agrees to hold Park free and harmless from all liability for any and all such liens, claims or demands, together with all cost and expenses, including, but not limited to, attorneys' fees and court costs incurred by Owner in connection with them.



19. **HAZARDOUS MATERIALS.** If Homeowner/Tenant discovers the presence or suspected presence of any hazardous substance on or beneath the Space, by State law Homeowner/Tenant must give written notice to the Park. There are civil penalties for failure to do so. The Park reserves the right to prosecute Homeowners/Tenants and terminate the tenancies of those Homeowners/Tenants who cause hazardous substances to be located on or beneath their mobilehome Spaces or who illegally dispose of any hazardous substance anywhere in the Park. Anything which creates a threat to health and safety or threatens damage to property or which induces or harbors or may tend to induce or harbor offensive odors, infectious plant disease, and/or noxious insects and/or rodents is strictly prohibited. No flammable, combustible, explosive or environmentally hazardous fluids, material, chemical or substance may be stored on the Space (other than ones customarily used for normal household purposes, and then only in quantities necessary for household purposes). Additionally, you may not engage in any activity in the Park that causes an environmental hazard or violates any law relating to environmental protection, hazards and other similar laws. This includes, but is not limited to, changing the oil in any motor vehicle. Furthermore, you may not allow such substances to be disposed of anywhere in the Park, including but not limited to trash cans, trash bins, surface areas, the sewage disposal system, storm drains, or any other trash, garbage or disposal area in the Park. Such substances must be physically removed from the Park and disposed of elsewhere in compliance with the law.

20. **SOLICITATION.** Throw-away newspapers, distribution of handbills and flyers and door-to-door selling or solicitation are not permitted. All salespeople must make individual appointments with the concerned or interested Homeowner/Tenant. No ice cream or other food vendors are permitted in the Park. The only exceptions are those activities which we are required by law to permit.

21. **PARK OFFICE, COMPLAINTS AND SUGGESTIONS.** The business hours for the Park Office are posted. The Park Office telephone is for business and emergency use only; therefore, please do not give this phone number to others. Except in an emergency, please do not telephone or contact Park Management except during normal business hours. Except for emergencies, all complaints, comments and suggestions must be in writing and signed by the person making the complaint, comment or suggestion. Homeowners/Tenants may use the Homeowner/Tenant Concern forms provided at the Park Office. All Park business is conducted during normal business hours.

22. **MOBILEHOME REGISTRATION AND CERTIFICATE OF TITLE.** All mobilehomes must be registered/licensed as required by law and registered with the Department of Housing and Community Development. Homeowner/Tenant shall furnish Owner with a copy of the current registration card issued by the Department of Housing and Community Development for Homeowner's/Tenant's mobilehome immediately and annually thereafter, or if there is any change in the legal or registered ownership.

23. **PAYMENT OF TAXES FOR HOMEOWNERS/TENANTS' PROPERTY.** Homeowners/Tenants must pay, before delinquency, all taxes, assessments, license fees and other charges ("taxes") that are levied or assessed against Homeowner's/Tenant's personal property and



improvements which are installed or located in or on the Space, including the mobilehome and its accessory structures and equipment ("improvements"). Upon our request, Homeowner/Tenant will furnish us with satisfactory evidence of these payments. If any taxes on Homeowner's/Tenant's improvements are levied against us or our property, or if the assessed value of the Park, the Space and/or other improvements is increased by the inclusion of a value placed on Homeowner's/Tenant's improvements, and if we pay the taxes on any of these improvements or the taxes based on the increased assessment of these improvements, Homeowner/Tenant will, at our request, immediately reimburse us for the taxes levied against us or the proportion of taxes resulting from the increases in our assessment. We have the right to pay these taxes regardless of the validity of the levy or assessment. Homeowner/Tenant may contest any such tax that is levied or assessed against your personal property and improvements; however, Homeowner/Tenant is still obligated to pay such tax before delinquency.

24. **INSURANCE.** Homeowner/Tenant is required to obtain, at Homeowner's/Tenant's own cost, extended coverage for the mobilehome, fire, earthquake, and other casualty insurance on the mobilehome, other improvements and contents to the full insurable value, personal liability and such other insurance as is necessary to protect Homeowners/Tenants, their guests or others from loss or liability.

25. **SALE PROCEDURE.**

A. **Upgrade of Park.** We may, in order to upgrade the quality of the Park, require the removal of mobilehomes from the Spaces upon their sale or transfer to a third party in accordance with the provisions of the Mobilehome Residency Law and other applicable law.

B. **Sixty (60) Day Notice.** Homeowners/Tenants may sell their mobilehome at any time. However, Homeowners/Tenants must give us at least sixty (60) days' written notice of their intention to vacate your tenancy. If a prospective buyer plans to keep the mobilehome in the Park, they must complete an application for tenancy and be accepted in accordance with the following requirements:

i. **Compliance.** The exterior of the mobilehome must be in compliance with applicable California Health and Safety Code provisions and these Rules and Regulations. We reserve the right to require a professional inspector to inspect the interior of your mobilehome to determine compliance with applicable California Health and Safety Code provisions and to allow us to determine the general condition of the mobilehome based on its acceptability to health and safety of the occupants and the public.

ii. **Prospective Homeowner/Tenant.** If the prospective buyer intends for the mobilehome to remain in the Park, or the buyer intends to reside in the Park, the buyer must do the following before occupying the mobilehome or Space: complete an application for tenancy, pay credit check fees, submit to an applicant interview, sign a Rental Agreement or assignment and all documents required for tenancy, including these Rules and Regulations, show proof of ownership of the mobilehome and be accepted by us for tenancy. We may request a financial statement, credit report, references and other reasonable information we need from any



prospective buyer. If the buyer is not approved by us or does not sign a Rental Agreement acceptable to us, they will have no rights of tenancy in the Park and may not leave the mobilehome there or occupy the Space. Other restrictions and requirements regarding this approval are found in our Rental Agreements, and if they are in conflict with these requirements, the more restrictive requirements will apply. Homeowners/Tenants must comply with the terms of the Mobilehome Residency Law and the Park's Rental Agreement when reselling a mobilehome that will remain upon the premises. The mobilehome must be re-registered as required by law and the Department of Housing and Community Development. Homeowner/Tenant shall furnish Owner with a copy of the current registration card issued by the Department of Housing and Community Development for Homeowner's/Tenant's mobilehome immediately and annually thereafter, or if there is any change in the legal or registered ownership.

C. **Failure to Comply.** If Homeowner/Tenant or the prospective purchaser fails to comply with any of the foregoing requirements, the prospective purchaser shall not take possession of the mobilehome and shall have no rights of tenancy in accordance with law.

26. **REMOVAL OF IMPROVEMENTS.** If Homeowner/Tenant removes their mobilehome, Homeowner/Tenant may not remove any landscaping or other improvements and structures (except for the mobilehome, storage shed(s), awnings, steps, and other structures which are part of your mobilehome). Instead, all such landscaping and other improvements and structures will remain and become property of the next Homeowner/Tenant to occupy the Space, unless approved in writing by us in advance.

27. **NON-RESPONSIBILITY OF PARK.** We are not responsible for inspecting and approving any work done by Homeowner/Tenant or for Homeowner/Tenant by others, including, but not limited to, the installation of the mobilehome, driveway, walkways, fences or any other equipment or improvements of any type. To the extent that we may inspect or approve something, it is for our own purpose only and Homeowner/Tenant is not entitled to rely on that inspection or approval to ensure that the item has been installed or constructed correctly or that the work has otherwise been done as required. Instead, Homeowner/Tenant is responsible for all required inspections and approvals and agrees to indemnify and hold us harmless from any work that is improperly done.

28. **INDEMNIFICATION.**

A. **Indemnification by Homeowner/Tenant for Damages.** We will not be liable for any damage, injury, loss, expense or inconvenience to any person or property caused by any use of the Park or your Space, or by any defects in any improvements, or failure of services or amenities, or arising from any other cause, unless resulting from our active negligence or willful acts. You agree to release, discharge, indemnify and hold us free and harmless from all such injury, damage, loss, expense, or inconvenience for which we are not liable, including the provision of a defense and payment of attorneys' fees and cost relating thereto. This paragraph is not an exculpatory clause of any legally-imposed duty of care upon us or a disclaimer or release of liability to other than the fullest extent permitted by law and shall not be otherwise construed or interpreted.



B. **Indemnification for Homeowner/Tenant Conduct.** You agree to indemnify us for all liability, damages, injury, loss, debts, suits, actions, claims, demands, causes of action, judgments, and expenses, including the provision of a defense, attorneys' fees, and costs, resulting from or alleged to have resulted from your negligent, willful, or intentional conduct, or the condition of the maintenance, or lack thereof, of your mobilehome, Space, vehicle(s), equipment, accessory structures, property, improvements, or all of them.

C. **Risks of Investment.** You understand that the variables inherent in a mobilehome investment include risks of obsolescence, changes in demand, location, mobilehome maintenance, wear and tear, age, technological advances, interest rates and terms, economic climate and development, neighborhood change, and many other factors beyond our control. The value of your mobilehome may decline in the future, like any residence. You agree to indemnify, discharge, release, and hold us free and harmless against and in the event of economic loss, diminution in market value, or depreciation of your mobilehome, or its accessory structures or equipment, and other improvements, including lack of demand therefore, which results in the future. You understand the existence of such investment risk, and agree to accept all risks of economic loss or loss in value to the mobilehome. This indemnification and release does not relieve us of any legally-imposed duty of care as to injury or property damage (for example, physical damage for which we have a duty to repair or compensate you).

29. **NOTICES.** All notices required or allowed by these Rules and Regulations must be in writing and may be served by any method then allowed by law. Homeowner/Tenant understands that any notice terminating your tenancy must be given to you in writing in the manner described in Section 1162 of the California Code of Civil Procedure. The service of any other notice by us may be validly served if it is personally served or mailed to Homeowner's/Tenant's address in the Park by first-class mail, postage prepaid.

30. **NO WARRANTIES.** We are not agreeing to provide a Park that provides other than low to moderate-cost housing opportunities for Homeowners/Tenants. We are also not warranting or representing that any mobilehome will appreciate in value.

31. **WAIVER OF DEFAULT.** No waiver by us of our right to enforce any provision hereof, after your default, shall be deemed a waiver or estoppel of our right to enforce same upon any further default on your part. The acceptance of rent hereunder shall not be construed to be a waiver or estoppel of any breach of any term, covenant, rule, or condition of your Rental Agreement, or these Rules and Regulations, nor shall it reinstate, continue or extend the term of your Rental Agreement, or affect any notice, demand or suit hereunder. These Rules and Regulations are a private matter between you and us, and are not entered into for the benefit of any third party, nor are there any third party beneficiaries to this agreement. Rules are enforced at our discretion when practicable.

32. **CHANGES TO RULES AND REGULATIONS AND SEVERABILITY.** All of the above Rules and Regulations may be changed at any time as permitted by the Mobilehome Residency Law, including changes to the Mobilehome Residency Law which may be made in the future. If any part of these Rules and Regulations or any document referred to in them is, in any



way, invalid or unenforceable, the remainder of these Rules and Regulations or other documents shall not be affected and will be valid and enforceable to the fullest extent permitted by law. The same is true if the application of any part of these Rules and Regulations, or any document referred to in them, is in any way, invalid or unenforceable as to any person or circumstance.

33. **INSPECTION.** Homeowner/Tenant agrees they have carefully inspected the Space and all of the Park's services, improvements and facilities and have found them to be safe and as represented by us, either orally or in writing, and accepts them as they are. To the extent that Homeowner/Tenant has found such services, improvements or facilities not to be safe or not to be as represented by us, either orally or in writing, Homeowner/Tenant nonetheless agrees to accept them as they are.

34. **ACKNOWLEDGMENT.** You acknowledge and agree as follows: That you and the other members of your household have had the opportunity to read these Rules and Regulations and all documents it incorporates or refers to and the opportunity to discuss these Rules and Regulations and all such documents with an attorney and any other advisor you might choose to select. You and the other members of your household agree to comply with all the terms of these Rules and Regulations and the documents it incorporates or refers to. You also agree to be responsible for the conduct of other members of your household and all of your guests or other persons who are in the Park with the permission or at the request of you or other members of your household.

**BY SIGNING BELOW, YOU AGREE THAT THESE RULES AND REGULATIONS ARE EFFECTIVE IMMEDIATELY ON YOU, ALL MEMBERS OF YOUR HOUSEHOLD AND YOUR GUESTS.**

Space No. \_\_\_\_\_

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|-------|-------------------------------------|--------------------------------|
| _____ | _____                               | X _____                        |
| Date  | Homeowner's/Tenant's Name (Printed) | Homeowner's/Tenant's Signature |

|       |                                     |                                |
|-------|-------------------------------------|--------------------------------|
| _____ | _____                               | X _____                        |
| Date  | Homeowner's/Tenant's Name (Printed) | Homeowner's/Tenant's Signature |

|       |                                     |                                |
|-------|-------------------------------------|--------------------------------|
| _____ | _____                               | X _____                        |
| Date  | Homeowner's/Tenant's Name (Printed) | Homeowner's/Tenant's Signature |

|       |                                     |                                |
|-------|-------------------------------------|--------------------------------|
| _____ | _____                               | X _____                        |
| Date  | Homeowner's/Tenant's Name (Printed) | Homeowner's/Tenant's Signature |

|       |                                     |                   |
|-------|-------------------------------------|-------------------|
| _____ | _____                               | X _____           |
| Date  | Authorized Agent of Owner (Printed) | Agent's Signature |
|       | WESTWINDS MOBILE LODGE              |                   |
|       | 4616 NORTH RIVER ROAD               |                   |
|       | OCEANSIDE, CA 92057                 |                   |



