

TWIN OAKS VALLEY PARK
500 Rancheros Drive
San Marcos, CA 92069

RULES
&
REGULATIONS

Effective:
December 1, 2015

TABLE OF CONTENTS

		PAGE
1	Introduction	1
2	Definitions	1-2
3	All-Age Community	2
4	Guests	2
5	Park Personnel	3
6	Park Recreational Facilities	3
7	Park Laundry	3
8	Recreational Vehicle Area	3-4
9	Architectural Rules	4-8
10	Landscaping	8-9
11	Utility Installation and Maintenance	9-10
12	Installation and Responsibility for Concrete, Asphalt or any similar material flatwork	10
13	General Maintenance of Home site	11-13
14	Parking	13-14
15	Motorized Vehicles and Transportation with Wheels	14-15
16	Conduct and Noise	15-16
17	Advertisements	16
18	Recreational Facilities	16-17
19	Swimming Pool Rules	17-18
20	Pets	18-19
21	Solicitation/ Garage Sales/ Estate Sales	19
22	Park Office and Complaints	19
23	Violations and Fines	19-20
24	Policy and Procedures for Collecting Delinquent Assessments	20-21
25	Entry of Resident's Homesite	21
26	Revisions of Rules	21

27	Paragraph Headings	21-22
28	Compliance with Laws	22
29	Basic Rule Applicable to All	22
30	Zoning and Condition Use Permit Information	22

TWIN OAKS VALLEY PARK
500 Rancheros Drive
San Marcos, CA 92069

RULES & REGULATIONS
June 1, 2011

1. INTRODUCTION

These rules for Twin Oaks Valley Park Community Association located at 500 Rancheros Drive, San Marcos, California are Exhibit A to the Occupancy Agreement or Lease. These Rules have been prepared per the Mobilehome Residency Law, *California Civil Code sections 798 et seq.*, and other applicable law and have been adopted in accordance with Article IV, Paragraph 4.4(b) of the enabling declaration establishing a general plan for Condominium Mobilehome Park. If a conflict arises between these Rules and the Declaration, then the Declaration shall control. If any of these rules are unclear, you should contact the Association Manager for an explanation.

2. DEFINITIONS

In these documents the following terms are used, the intent and meaning of which shall be interpreted as follows.

- A. Homeowner's Association ("HOA") shall mean the Twin Oaks Valley Community Association, which was formed under the guidelines of the California Departments of Real Estate and Corporations and which have the responsibility to establish and enforce the Rules and Regulations for the Park.
- B. Lessor shall mean the owner of the condominium unit.
- C. Lessor's Designee shall mean any person, firm, partnership, or corporation authorized in writing, by the owner to act in its behalf with regard to the construction, development, operation, and/or management of the Spaces owned and leased by the Lessor. Lessor may, from time to time, change the above Designees upon written notice to Lessor of said change or changes.
- D. Lessee shall mean any person or persons who enter into a lot rental agreement with Lessor or as a tenant and resident of the park (also "Residents (s)").
- E. Owner shall mean any person(s) or entity(ies) which own a condominium unit with the attendant membership of the HOA (also "Member").
- F. Resident(s) shall mean a person lawfully occupying a mobilehome in the Park. The Resident may be either a Lessee or an owner.
- G. Mobilehome lot/site/space shall mean a parcel of land designated by number and delineated on the recorded condominium plan.

- H. Common Area shall mean certain areas within the Park established by the Association for the joint use and enjoyment of all Lessees and Owners, as well as providing for the proper functioning of the park. These areas include, but are not limited to, the Clubhouse with adjacent recreational facilities, guest parking, utility easements, and street corridors.
- I. Limited Common Area shall mean other areas within the Park established by Association for the restrictive use and enjoyment of those Lessees and Owners, which qualify themselves accordingly. These areas include, but are not limited to, RV/storage area.

3. ALL-AGE COMMUNITY

The Park is and All-Age Community with no minimum age requirements for residents.

4. GUESTS

- A. Guest(s) who stay with a Resident twenty (20) consecutive days or a total of thirty (30) days in a Calendar Year must register with the Management Co. Guests who remain in the Park for longer periods may be subject to paying additional fees, as determined by the HOA.
- B. Resident agrees to acquaint all Guests with the conditions of tenancy of the Park, including without limitation the Park Rules and Regulations, and the Conditions, Covenants and Restrictions. Resident is personally responsible for all the actions and conduct of his or her guests.
- C. Resident must accompany his or her Guests when using the Park Recreational Facilities.
- D. The HOA reserves the right to determine whether the Park's recreational and other facilities can accommodate all the Residents and their Guest(s) and, therefore, HOA may refuse any Guest access to said facilities if the Guest's presence would reasonably detract from the use and enjoyment of these facilities by other Residents and Guests who are then using the facilities.

5. PARK PERSONNEL

The HOA shall be represented by a Management Representative, and/or Park Personnel who are vested with the right and authority to enforce the Rules and Regulations on behalf of the HOA, except upon establishment of the Architectural Control Committee by the HOA, then said HOA committee shall be exclusively responsible for enforcement of the Architectural Control Rules. Any reference herein to the term HOA shall include and may be interchanged with the term Management Representative, and HOA Directors, Representatives, Officers, Employees, and Agents.

6. PARK RECREATIONAL FACILITIES

Park Recreational facilities are for the exclusive use of Residents and their Guests as hereinafter defined. Regulations governing such items as hours of operation are posted. Rules governing specific recreational areas are addressed separately in this document. Age limit for use of the clubhouse, and all facilities is fourteen (14). Under fourteen (14) must be accompanied by a resident adult. Owners who do not reside within the Project and who have rented or leased their Unit(s) are not permitted to use the recreational facilities except as Guests, under the same rules and regulations, and are responsible for any damage to the Common Area. Alcohol is not allowed at any time in or on the Common Areas or facilities.

7. PARK LAUNDRY

A. The Park Laundry Facilities are for the exclusive use of Residents and their Guests as hereinafter defined.

B. Laundry hours are posted. The facilities will be closed from time to time at management's discretion for cleaning and repairs.

C. Washers, dryers, and all other Laundry Facilities are to be cleaned by residents, inside and out, immediately after use. Clothes are to be removed from dryers as soon as they are dry. Dyeing may not be done in the washers. The Laundry room is to be left in a clean, neat and orderly condition. Pet laundry may not be washed in the washers. The Association is not liable for any loss or damage to personal property.

8. RECREATIONAL VEHICLE AREA ("RV Area")

The RV Area is for the exclusive use of the Residents. Recreational vehicles, including without limitation boats, travel trailers, campers, motor homes, and extra cars are to be kept in the designated RV Area. **None longer than 28 feet, including tongue. Owner must provide the following information to the Association Manager prior to storing vehicle: (1) Completed application; (2) Proof of insurance; (3) Current registration; and (4) first month's rent.** RVs do not include existing vans, which also serve as a Resident's Principal vehicle. A contract must be signed with the HOA for each vehicle placed on the RV Area. The HOA is not obligated to provide space within the RV Area for all vehicles of Residents. Access to this storage area will be on a "first come, first served" basis. The HOA will charge a fee for the use of this Limited Common Area. **RESIDENTS MUST BE CURRENT ON ALL DUES AND UTILITIES NOR POSSESS A DEBT OF ANY KIND TO THE ASSOCIATION. If in breach you will be notified to remove property and/or be towed at owner's expense.**

9. ARCHITECTURAL RULES

ARCHITECTURAL FORM MUST BE SUBMITTED AND APPROVED BEFORE ANY WORK MAY COMMENCE.

Notwithstanding any provisions of the rules to the contrary, all conditions of the Mobile Home Space existing as of the date of first distribution of these Rules shall be deemed conforming to these Rules, providing said conditions conform to all applicable statutes, codes, ordinances, and regulations.

A. Manufactured Home Placement on Lot

- i) Approval: Placement of the home, and arrangements for the “down set” excavation, if applicable, shall be made through the HOA, or it’s Architectural Review Committee.
- a) Except for those, which currently exist, no building, fence wall, obstruction, outside or exterior wiring, balcony, screen, patio, patio cover, tent, awning, carport, carport cover, antenna system, cable dish, improvement, or structure of any kind shall be commenced, installed, erected, painted, repainted, or maintained upon the Park or any Unit, nor shall any alterations or improvement be made thereto until the same has been approved in writing by the HOA or its Architectural Review Committee appointed by HOA and by governmental agencies with jurisdiction, if any. Notwithstanding the foregoing, Residents may improve or alter any improvements within the interior of the Resident’s home, provided such improvement or alteration does not impair the integrity of any Common Area, the utilities, or other systems servicing the Common or other Units, and does not involve altering any Common Area.
- b) Plans and specifications showing the nature, kind, shape, color, size, materials, and location of such improvements, alterations, etc, shall be submitted to the HOA or its Architectural Review Committee for approval as to harmony of external design with existing structures and as to location in relation to surrounding structures, topography, and finish grade elevation. Plans approved by the Architectural Review Committee will expire 60 (sixty) days after approval date **and job must be signed off by Committee.**
- c) Approval shall be required to repaint in accordance with a color scheme previously approved by the HOA or its Architectural Review Committee, or to rebuild in accordance with plans and specifications previously approved by the HOA or its Architectural Review Committee, providing the request has not expired. Nothing herein shall be construed to limit the right of a Resident to paint the interior of his or her home any color desired. This is a no spray Park. Brush & Roll only.

ii) Minimum Requirements for approval: Home layout, carport, awnings, and all other attachments on the lot shall be verified, staked, and signed off, blueprint of home and lot to scale shall be signed by the new resident, Architectural Committee and dealer before home delivery to the park. All exterior colors must be submitted & approved before Coach install.

iii) Permanent Foundation Requirement: All new home installations must be fitted with a permanent foundation system, placement of the home, and pursuant to the laws of the State of California and the ordinances of the City of San Marcos, must:

- 1) Transfer the home to the real property rolls;
- 2) Remove any hitches and wheels.

iv) Installation Conformance with Law: The requirements for Manufactured Home installations and facilities must adhere to Article 7, California code of regulations, Title 25, Chapter 2, as amended from time to time. Mobilehome and Manufactured Home Earthquake-Resistant Bracing Systems installation must be in accordance with Article 7.5, California code of Regulations, Title 25, Chapter 2. Accessory buildings and structures must be in accordance with Article 9, California Code of Regulations, Title 25, Chapter

J. Manufactured Home Minimum Standards: In addition to the requirements contained in the California Administrative Code, Title 25, conditions for specific equipment and structure, as may be amended by the HOA or its Architectural Review Committee, are as follows:

i) Mobile home Sites: All Manufactured Homes in the Park shall conform in size to the requirements of the lot on which they are placed, as determined by the useable area which is three-quarters of the total lot area. The home shall be a doublewide or larger, as the space will accommodate. Placement of the Homes shall be determined and approved by the HOA or its Architectural Review Committee.

ii) Siding: All Exterior siding of the home must be of Masonite, Hardi Board, Vinyl or Hard Board.

iii) Roofing: All homes shall have one of the following types of roof: composition asphalt shingles, tile, aluminum rolled roofing or such other material as approved by the HOA or its Architectural Review Committee.

iv) Roof Drains: All homes must be equipped with roof drains adequate to avoid build-up of water. The roof drains must drain into the street gutter, not onto the unit or any adjacent units.

- v) Carport: All homes must have metal carport awnings. All carports including without limitation the support columns must meet the requirements of Article 9, Title 25, Chapter 2. Driveway is to be constructed with concrete. Permits must be obtained prior to installation or reinstallation.
- vi) Skirting: All skirting shall be of the same material as the homes exterior siding; Hard board, Hardi board, Vinyl or Duraclad or other approved material; down set homes may use pressure-treated plywood or other approved material. The skirting shall be as narrow as possible and shall be installed utilizing an equivalent of 2 x 4 plates. Air vents in the skirting or perimeter foundation must be installed at the rate of 1 ½ square feet for every twenty-five (25) lineal feet of skirting around the home; said vents will be covered with an approved grill.
- vii) Porches, Patios and Steps: Porches and steps must be of a material matching the exterior of the home. Steps must have approved handrails as by law. The temporary steps provided by the Mobilehome dealer must be removed from Home site no later than thirty (30) days from the time the home is moved into the Park. Unless made of masonry, redwood or alternative decking, step surfaces must be covered with carpet or a non-skid material. The area under all patio covers shall have a porch of manufactured quality made of materials that match or compliment the home's exterior. Porches, unless constructed as decking style, must be covered with carpet. Homes with built-in entries and porches are acceptable if otherwise conforming to these specifications. Porches, patios, steps and awning must meet the requirements of Article 9, Title 25, Chapter 2.
- viii) Fascias and Flashing: All homes shall have fascias (unifying) that blend with the roofing and siding materials and shall tie into the awnings in such a manner as to eliminate a line of demarcation between the home and the awnings. The fascia shall be installed on the front and back of the home with a three (3) foot wrap around.
- ix) Air Conditioners: Any air conditioners installed in a home must be in good operating condition and must not make excessive noise that will be disturbing to any other resident. All air conditioners must be compatible with the electrical output of the Park. Condensation accumulation from any air conditioner must be piped away from the home and not be allowed to fall onto the ground. No rooftop air conditioning units or swamp coolers are permitted. Prior written approval must be obtained before installation of any Air Conditioner.
- x) Exterior Storage Sheds: Each resident may install up to two (2) storage sheds, which shall not exceed a combined floor area of one hundred twenty square feet (120 sq. ft.) or exceed ten feet (10') in height. Sheds shall be of good manufactured quality made of materials that match or complement the homes exterior.
- xi) Satellite Dishes: Must be located at back of Coach.

- xii) Fences: Fences not exceeding forty-eight inches (48”) in height are permitted on the sides and to the front and back of yard. If your back yard abuts a neighbor’s backyard the back fence can be seventy two inches (72”) and can only be erected along the rear property line to separate the back of the lot from the neighbors back lot, but only with the prior written approval of the Architectural Review Committee. Fences may not enclose common ground. Fences may not be installed beyond the front of the home facing the street. **Fences across the brow ditch must have easy access, (no locks).** The HOA reserves the right to require removal of any fence which does not comply with these requirements or which is not maintained properly. Perimeter fences may not be constructed of a combustible material, except structural supports. Lattice must be properly framed.
- xiii) Drainage: The ground surface within any Unit or part of a Unit shall not be re graded without the prior consent of the HOA or its Architectural Review Committee. The resident will be responsible for the drainage of his or her Space. The Space must not drain onto any other Space or onto any Common Area except the street or except as existing as of the date of the recordation of the Declaration of Covenants, Conditions and Restrictions. Homes, patios, and carport areas must have down-drain gutters so that drainage extends to the street.
- (a) The resident of a space shall permit free access by Residents of adjacent spaces to slopes or drainage ways located on his or her Space which affect the adjacent space, when such access is essential for the maintenance or permanent stabilization of said slopes or maintenance of the drainage facilities for the protection and use of property other than the Space on which the slopes or drainage way is located.
- (b) The Resident of any space shall not interfere with the established drainage pattern over his or her space from adjoining or other spaces and will make adequate provisions for proper drainage in the event it is necessary to change the established drainage over his or her space. For the purpose herein, “established” drainage is defined as the drainage in existence as of the date of recordation of the Declaration of Conditions, Covenants and Restrictions.
- v) Color Matching: The home exterior, including trim, and shed exterior, if any, including trim, shall be color and material matched as approved.
- vi) Age of Home: No Home older than ten (10) years, or as approved by the HOA or its Architectural Review Committee, will be permitted to be brought into the park. Per CCR’s 6.9 (g) and (i) Within 3 months after the purchase of a single wide, place a home which is at least double wide or larger as the space will accommodate.

10. LANDSCAPING:

- A. Prior to commencing any landscaping around newly installed homes, Resident must submit an Architectural form with detailed landscaping plan for approval by the HOA or its Architectural Review Committee. All landscaping must be completed within sixty (60) days of installation of the Home.
- B. The following landscaping rules must be adhered to when landscaping around Resident's Home. Resident's landscaping plans must meet these requirements:
 - i) Only approved plants, decorative rock or, other organic material may be used.
 - ii) Ever green grasses, groundcovers, flowers, and small shrubs, (except Red Apple), are acceptable.
 - iii) Resident shall not, unless authorized in writing by the HOA, remove any plants when Resident vacates the Park.
 - iv) Some form of ground cover is required. Plastic or landscaping cloth may be used for weed control, so long as plastic or landscaping cloth is covered with an acceptable mulch or ground cover and is not visible.
 - v) A dwarf or miniature tree may be planted on Resident's Home site, but only with prior written approval of the HOA or its Architectural Review Committee. Location and type of tree are at the HOA's discretion.
 - vi) Resident shall bear the cost or repairs to any utilities or Park Property damaged by Resident and/or Resident's landscaping.
 - vii) All landscaping, including without limitation to shrubs, trees, vines, and lawns shall be well maintained. No landscape, shrubs, trees, or ground cover shall encroach on another individual's property. Home sites shall be kept free of weeds and debris. Residents are responsible for the maintenance of all trees located on their property. When a resident is absent from the park for any extended time, e.g. vacation, Resident must arrange for the maintenance of their Home site.
 - viii) The landscaping must be maintained at all times by the Residents, in accordance with the CC&R's, the HOA may take any action required to maintain said landscaping. The cost for labor, equipment, and/or materials, including water, for said maintenance incurred by Lessor or HOA, will be the Resident's sole expense, which expense shall be immediately reimbursed to Lessor or HOA upon notice to Resident.

11. UTILITY INSTALLATION AND MAINTENANCE

- A. The HOA shall be responsible to install and maintain utility lines to and including the meter or connection point. The Resident must install and maintain the utility lines from the meter or connection point to the Manufactured Home.
- i) The utility pedestals (electric, gas, water, and sewer utility hook-ups) and meters must be uncovered and accessible at all times. If one of the Park's utility shut-off valves is located on Lessee's Space, it must be uncovered and accessible at all times. Resident shall not connect, except through existing electrical or natural gas outlets or water pipes on the Space, any apparatus or device for the purpose of using electric current, natural gas, or water.
- ii) Resident shall bear the cost of repairs to any utilities or Park Property damaged by Resident or their landscaping. HOA shall make every effort to maintain its portion of the sanitary sewer and water distribution systems, but its failure to provide such shall not be an excuse for the non payment of HOA dues, nor shall the HOA be liable for any loss sustained because of such failures. Further, HOA reserves the right to disconnect a utility in order that repairs, alterations, or additions may be made, and HOA shall in no way be responsible for any loss suffered by Resident in doing so. Resident must allow/ensure access at all times to manholes, clean-outs, catch basins, drain lines, and water lines for services. **No change, alteration, or repair shall be made by Lessee to any gas, electrical, television, telephone, water, or sewer facilities or equipment.**
- iii) Owner can have their utilities shut off for non payment of delinquent utility bills following the same guidelines as SDG&E. There will be a disconnection fee added to the account. If the meter/meters are turned back on by anyone other than a person in authority of the account, then a padlock will be applied to the meter and a second disconnection fee is added to the bill. If the padlock is removed by anyone other than a person in authority the meters will be removed and a fee of \$150.00 will be added to the account to pay for the removal and replacement of the meters.

12. INSTALLATION AND RESPONSIBILITY FOR CONCRETE, ASPHALT OR ANY SIMILAR MATERIAL FLATWORK

No work may be done without submission and approval of an Architectural form.

- A. Resident shall make arrangements for installation of concrete flatwork at Resident's expense; i.e., cement driveways, walks, steps, patios, and shed pad, on specifications approved by HOA.

- B. An approved walkway shall run from the entry steps to the street or to the carport slab. Other materials may be used if approved by HOA.
- C. Resident is responsible for the maintenance and repair of all cement, asphalt or any similar material work on the Space.

13. GENERAL MAINTENANCE OF HOMESITE

- A. Resident shall maintain his/her home, shed/carport, and improvements in good repair. Resident shall clean and paint the exterior of his/her home/shed/carport as required to keep its visual appearance attractive.
- B. No accumulations of any kind will be allowed around or under mobile homes/carports and sheds, and the grounds and areas of each space must be kept clean, neat, and attractive.
- C. The space shall always be kept clean, orderly, and well maintained.
- D. After sixty (60) days notice to Resident or Lessor (per CC&R's, 6:15, page 31) HOA reserves the right without liability to themselves, and at their sole discretions, to fine the homeowner for non-compliance and/or to enter the premises of any space to clean up rubbish and/or take any such action required to keep or bring the premises up to Park standards. Charges for such labor, materials, and/or equipment will be borne by Resident.
- E. Gasoline, propane or any other fuel stored on Resident's property must be stored in federally approved containers and only in limited amounts as required for mowers or barbecues.
- F. Building permits, licenses and other similar permission from governmental or quasi-governmental bodies or agencies are required and must be obtained before construction or installation of certain accessory equipment and structures and appliances, and all such appliances, equipment, and structures must comply with all federal, state, and local laws and ordinances. Only licensed contractors may install items that are required to be connected to the electrical, gas, or water supplies. **Proof of Current Insurance & Bond must be shown to Architectural Representative.**
- G. Only outdoor patio furniture approved for use by Lessor or HOA, such approval not to be unreasonably withheld, may be used on the patio, porch, yard, or other portions of the space.
- H. All garbage must be placed inside the trashcans provided by the disposal company. No trash bags are allowed. No household trash or waste is to be put in the garden waste disposal bins. Sanitary and health laws must be obeyed at

all times.

- I. Anything, which creates a threat to the health and safety, shall not be permitted on the space. No flammable, combustible, or explosive fluid, material, chemical, or substances except ones customarily used for normal household purposes.
- J. As major repair and painting can cause damage to the property of others if not properly conducted. Resident is required to obtain HOA's consent before undertaking such action.
- K. If any portion of the exterior of the Home or its accessory equipment, structures, or appliances, or the space is damaged, the damage must be repaired within two (2) weeks. This obligation includes, but is not limited to, damage to the siding, awning supports, downspouts, skirting, porch, or storage shed.
- L. Existing drainage patterns and grading may not be changed without the Park's written consent. Resident may not divert water or interfere with normal flow and drainage. Resident will be responsible for correcting any drainage problems caused by altering the drainage, or for any subsequent re-leveling or adjustment required to the Mobilehome, or for other improvements which result from the drainage problems, soil expansion or contraction, tree roots, and/or any other reason. Resident may not leave hoses or sprinklers running so that water runs in the street or onto a neighbor's property. Resident is also responsible for correcting any drainage problems existing on the space.
- M. If Resident's home is removed from the space or resold or transferred, Resident agrees not to remove the fencing, driveway, walkways, or other improvements will remain and become the property of the Park. The Park may, however, in its sole discretion, permit or require Resident to remove some or all of these improvements at Resident's expense. Resident must repair any damage to the space caused by the removal and must leave the space in a neat and uncluttered condition.
- N. Resident hereby grants to HOA access to and authority to enter upon or onto premises, Mobilehome, garage/carport, and other improvements in case of emergency, for the purpose of performing such acts as HOA, in their sole discretion, may deem necessary for the safety of said property or for the maintenance and care of the landscaping of designated common and limited common area's
- O. Resident holds Lessor or HOA harmless for any acts performed by Lessor or HOA and /or Lessor's employees, or agents while functioning in such capacities.
- P. Driveways shall be kept clean of oil and other sticky or oily substances. Resident shall keep the street area in front of his/her Space free of debris.

Q. Resident must comply with the Landscaping Rules contained in paragraph 9 (c).

14. PARKING

- A. All resident vehicles must have a TOVP parking permit. Permits can be obtained from management upon supplying proof of registration showing that the vehicle is registered to your unit number. Any vehicle parked on the streets for any reason, not displaying the appropriate sticker will be subject to immediate towing. Vehicles parked on residents Homesite may only be parked on the driveway and not on the landscaped or other areas of the home site. Parking is not permitted on vacant Home sites.
- i) NO Resident may park in the spaces specially marked for visitors for any reason.
 - ii) Visitor Parking is limited to 24 hours. If visitor is to stay longer owner must notify Management.
 - iii) Residents may only park in the open extra parking if they have the correct permit. If the Resident is using the recreational facilities or laundry room, they may use the open extra parking by that facility.
- B. On –street parking is prohibited except:
- i) Service personnel working on home.
 - ii) Residents with a valid parking permit may park on the streets while actively loading or unloading vehicles, including recreational vehicles. **Trunk or door must be open.**
- C. No permanent parking of trailers, RV's, boats, or trucks (over ¾ ton) is permitted in the driveways. "Permanent parking" shall include, but not be limited to, parking for a period exceeding 24 hours.
- D. No automobile may be stored on the Homesite. "Storage" shall include, but not be limited to , the parking of an inoperative vehicle for a period exceeding two (2) weeks or the parking of an operative vehicle that is not used for a period exceeding four (4) weeks, or the parking of more than one (1) vehicle for the purpose of selling said vehicle as part of a commercial activity.
- E. All vehicles parking in resident's driveway must have current registration and tags on the license plate and must be operational.
- F. All vehicles parked in Overflow Parking spaces must display a valid white permit.
- G. All vehicles parked within Twin Oaks Valley Park, (except in the RV Storage

area), may occupy any one space for a maximum of 24 hours. Any vehicle parked in excess of 24 hours will be considered a stored vehicle and will be subject to immediate tow at the sole expense of the owner.

- F. All vehicles must be parked completely in driveway. Vehicles protruding into the street areas will be subject to immediate tow.

15. MOTORIZED VEHICLES AND TRANSPORTATION WITH WHEELS

- A. No vehicle leaking excessive oil or other substances or fluids shall be allowed in the Park
- B. Only minor maintenance of Resident-owned vehicles is allowed in Residents driveway, including without limitation battery charging, tire changes, etc. NO MAJOR OVERHAULS AND NO FLUID CHANGES ALLOWED. Maintenance may be performed as required only between the hours of 8:00 a.m. and 10:00 p.m.
- C. Passenger cars may be washed in the Car Wash Area provided; however, Residents are responsible for removing any dirt or debris that may accumulate as a result. Washing of automobiles in resident's driveway's, or in the street is not permitted.
- D. For the safety of Park Residents and their guests, vehicles must be driven in a safe manner. All traffic signs must be obeyed. Failure to do so shall be deemed a substantial annoyance.
- E. Properly licensed drivers may only operate motorized vehicles in the Park. All motorized vehicles operated within the Park must be registered and licensed for street usage.
- F. Excessively noisy vehicles are not permitted in the Park.
- G. Bicycles may only be driven on the roadways and not on sidewalks, grass, vacant home sites, or any other common area. Bicycles must obey the same traffic regulations as vehicles.
- H. Skateboards, roller skates, and/or roller blades are NOT permitted to be used in the Park. In accordance with state and local ordinances any gas powered scooters shall not be ridden in TOVP by any residents under the age of 16.
- I. California Civil Code & Vehicle Code permits the towing or other removal of vehicles other than a Mobilehome from a Mobilehome park by posting of a sign(s) meeting the requirements of those statutes. Signs have been posted at the two (2) park entrances. Vehicles that are in violation of the Park Rules may be removed.

16. CONDUCT AND NOISE

- A. Actions by any person of any nature which may be dangerous or create a health and safety problem or disturb others are not permitted. This includes, but is not limited to, any unusual, disturbing, or excessive noise, intoxication, quarreling, threatening, following, fighting, immoral or illegal conduct, profanity, or rude, boisterous, objectionable, or abusive language or conduct. The use or display of any weapon, including but not limited to, a bow and arrow, BB gun, knife, gun, or fireworks is expressly forbidden. Persons under the influence of alcohol or any other substance shall not be permitted in any area of the Park, which is generally open to Residents and their guests.
- B. Radios, televisions, record players, musical instruments, and other devices must be used so as not to disturb others. "Ham" or "CB" radios or other radio transmitters may be operated in the Park, providing the radios do not interfere with television reception.
- C. Residents and their guests shall not encroach or trespass on any other resident's home site, mailbox, or upon any area which is not open for general use by Residents and their guests. All Park property which is not for the use of Residents and their guests, including, but not limited to, gas, electric, water, and sewer connections and other equipment connected with utility services, and tools and equipment for Park management, shall not be used, tampered with, or interfered with in any way.
- D. Residents and their guests must be quiet and orderly and shall not be allowed to do anything, which might be cause for complaint. Residents must acquaint all guests and all occupants of the Mobilehome with the Park's Rules and Regulations.
- E. Except for barbecues approved for use by park Management no fires are permitted.
- F. Control and discipline of any visiting or resident child will be the responsibility of the parents, guardians, or any adult in charge of the child.
- G. Owner shall be responsible for the actions of their residents, guests and invitees.
- H. The Park must and will insist upon strict compliance with this rule and shall maintain the sole right to determine when and whether this regulation is violated. Repeated violations of this rule will be grounds for fines and/or penalties.
- I. **To be an active member of the Board of Directors, it is mandatory that each member sign a Code of Conduct Statement.**

17. ADVERTISEMENTS

All exterior signs and advertising flag signs are prohibited. However, Resident may advertise the sale of his/her home with one sign, as long as it is the standard real estate sign.

18. RECREATIONAL FACILITIES

A. Recreational facilities are provided for the exclusive use of Residents and their accompanying guests. These include the main clubhouse, billiards room, kitchen, library, pool, spa, laundry room, and picnic area. The facilities may be closed from time to time for cleaning and repairs.

B. Recreational facilities not maintained by the HOA includes any room given to a committee of residents for the intent of creating an additional activity for the residents, i.e.: Teen room, exercise room, etc These facilities will be opened, closed, maintained, and /or repaired by the committee who agreed to oversee these area's. When no committee agrees to oversee these area's they will be closed, until another committee of resident agrees to oversee the room. If the equipment becomes unsafe or be cause for legal liability the room may be closed by the board

C. Hours for the recreational facilities and additional regulations governing the use of the recreational facilities are posted in and about the facilities.

D. No drinking of alcoholic beverages are allowed in or around the recreation area or building

E. Persons in wet swimwear are not allowed in any of the community buildings. Residents must wear a shirt or cover up at all times in the Clubhouse and other Common Area Buildings. Footwear must be worn in all Common Area buildings

F. Residents wishing to reserve the Clubhouse or rooms in the Clubhouse and Barbecue area for family events, must apply by making arrangements with Management at least two (2) weeks in advance. Should the date not conflict with any other application, social events, or planned use of the facilities, and upon written approval by the Management, the request will be granted. During such a scheduled event or party, the reserved Clubhouse facilities must remain available to the other Residents and their guests. There will be a fee for the use of the Clubhouse as listed on the agreement.

Resident will be required to leave a refundable deposit and to pay for any additional cleaning that may be necessary after the function or for any damage that may occur as a result of that function. Those scheduling the function will be responsible for normal cleanup immediately after the event or party. All such functions must be carried on in full compliance with these Rules and Regulations and the other governing documents of the Park. Resident will,

therefore, be required to provide Management with information relating to the function so that Management may evaluate the function and its requirements\ prior to approval of same.

Resident must be present during the event.

i) Any events, private parties, or meetings will be charged a non-refundable fee based on the size of the event, a refundable deposit will also be required. All of the above conditions apply. A non-family event can be superseded by a family event.

G. No smoking or alcohol is allowed in the Clubhouse or laundry facilities, including without limitation the Park office, maintenance office, and shop area.

19. SWIMMING POOL RULES

A. Persons using the pool or Jacuzzi do so at their own risk. There is no lifeguard on duty.

B. Swimming pool hours are posted.

C. All persons should shower before using the pool or Jacuzzi.
Swimming attire only. **No street clothes will be permitted.**

D. Minors under fourteen (14) years of age in the pool or Jacuzzi area must be accompanied by an adult Resident at all times.

E. Guests are not permitted to use the swimming pool or Jacuzzi unless accompanied by a Resident. Resident minors cannot accompany other minors and/or supervise other minors in the pool area.

F. While in the pool area, all persons who are not potty trained must be clad in cloth diaper and plastic pants.

G. Alcoholic beverages are prohibited in the pool area.

H. For the protection of the deck furniture, please place towels over chairs when using suntan oil, creams, or lotions.

I. No glass containers of any kind are permitted in the pool area(s).

J. Additional pool regulations are posted in the pool area.

20. PETS:

Residents are allowed to have no more than two house pets (i) dog (ii) cat; or (iii) one of each. A "house pet" is defined as a pet that spends its primary existence within the Mobile home. Residents with pets must sign a pet agreement obtained from Management. **Violation can cause revocation of ALL pet privileges for up to one year.**

A. Residents agree to comply with any state or local government law, regulation, or ordinance governing the proper inoculation and licensing of their pet.

B. Residents with a dog agree to the following:

- i) Disturbances such as barking, snarling, growling, etc. which annoy your neighbor are cause for revoking permission to keep your pet.
- ii) Any dog, when not inside your Mobile home or contained within a fenced yard on your home site, must be on a leash. **Owner must maintain control of dog at all times.**
- iii) When walking your pet, Resident must pick up droppings immediately.

C. Regardless of the type of pet, the following conditions must be adhered to:

- i) No pet is to invade the privacy of anyone's home site, flowerbeds, shrubs, yard, etc.
- ii) No pets are permitted in the Clubhouse recreation areas, or Laundry room.
- iii) Droppings must be picked up and disposed of daily from your yard.
- iv) If a Resident loses a pet, written permission must be obtained from Management before replacing the pet.
- v) No open pet food containers may be left outside for any period of time.

D. Nothing hereinabove shall be construed to prohibit pets, which are totally house bound such as fish or birds. However, if any such pet becomes a nuisance because of, without limitation, noise or trash, the Resident will be required to remove such pet.

21. SOLICITATION

Door-to-door selling or solicitation is not permitted without prior written approval of Management.

No Garage sales are permitted. Estate sales only and must be held within coach. Management must be notified in advance of sale.

22. PARK OFFICE AND COMPLAINTS:

Contact the Management Company's 24-hour emergency number, which is posted by the park office. They will contact the on-site personnel.

All complaints must be in writing and signed by the person making the complaint. Complaint forms are available at the Clubhouse, or mailing your complaint to the management company. The name of the person making any such complaint against another Resident will remain confidential unless required by any court action.

In the event of any emergency please call the management company. Emergency numbers are posted at the park office

23. VIOLATION AND FINES

If you have been given a violation notice, you have 30 days to correct the violation. If not corrected in 30 days, you will be asked to attend a Hearing before the Board of Directors. If the matter is not resolved by Hearing date, you will be fined \$75.00. If the matter is still not resolved 7 days after the Hearing date, a second fine of \$150.00 will apply. Continued non-compliance will result in fines of \$200 per month until the violation has been corrected, and/or legal action. If the violation was for Landscape/Maintenance issues and has not been corrected, a Gardener/Landscaper or Maintenance Person may be brought in to correct the issue and you will receive their bill per CC&Rs, Article VI, Section 6.15.

Any violation of the Rules and Regulations which involve the safety of owners or residents or is considered a "gross" violation of the Rules and Regulations will be handled by the Board of Directors as is deemed necessary, in accordance with the CC&R's and governing law, and will not be restricted to the "Actions" outlined above. In response to "gross" violations, the Board of Directors may, at their discretion, issue fines in excess of the rates established in the fine schedule.

In response to "habitual violators", the Board will not be limited to the "Action" outlined above. The preliminary violation notice will be dispensed with and the Association will proceed directly with a Hearing before the Board of Directors and fines. The Board of Directors may at their discretion issue fines in excess of the rates established in the fine schedule, in order to effectively deal with "habitual violators".

Any violation of the Rules and Regulations which involve the destruction of Association property by an owner, their tenants, or their visitors will be handled by the Board of Directors as is deemed necessary, including imposition of a reimbursement assessment as described in the CC&R's and will not be limited to the "Actions" outlined above.

24. POLICY AND PROCEDURES FOR COLLECTING DELINQUENT ASSESSMENTS

A. PAYMENTS

Payments Of HOA fees are due on the first day of each month. Assessments are due whether or not you receive an invoice. Any special assessment is due in one or more installments as determined by the Board in the notice announcing the special assessment.

B. LATE CHARGE

A late charge of ten dollars or ten percent (10%) of the delinquent installment due, whichever is greater, or the sum specified in the CC&R's, if any, shall be due with respect to any assessment payment not received within 10 days after the due date.

C. INTEREST

All delinquent sums, including reasonable costs of collection, shall bear interest at the rate of twelve percent (12%) per annum, or any lower rate specified in the CC&R's, commencing 30 days after the due date

D. RETURNED CHECKS

A \$25.00 handling fee for the first returned check, and \$35.00 for subsequent returned checks, plus any bank charges shall be imposed with respect to all returned checks

E. DELINQUENT ACCOUNTS

Not less than 45 days after the initial due date, the matter may be turned over to the Association attorney for collection. The delinquent owner shall be liable for all attorney fees and cost with respect to acts taken by the attorney to collect the delinquent sum due pursuant to California Civil Code #1366 and the CC&R's. The attorney will follow the current legal guide lines for collections.

F. SUSPENSION OF RIGHTS

After notice and a hearing, an owner who is delinquent in the payment of any Assessment, utility charge, and/or fines may have his or her voting rights and/or rights to use the common facilities suspended until such delinquency is cured.

25. ENTRY OF RESIDENT'S HOMESITE

The HOA or the HOA's representatives shall have the right of entry upon the Homesite for maintenance of utilities or the maintenance of the Homesite when the Resident fails to maintain the Homesite in accordance with the Rules and Regulations, for the protection of the Park at any reasonable time, The HOA may not do so in a manner or at a time which would interfere with the occupant's quiet enjoyment. The HOA may enter a Mobilehome without the prior written consent of the Resident in the case of any emergency or when the Resident is believed to have abandoned the Mobilehome.

26. REVISIONS OF RULES

The HOA reserves the right to add, delete, amend, and revise these Rules and Regulations from time to time, as well as additional rules and regulation and hours posted in and about the recreational facilities followed by proper notice to the membership.

27. PARAGRAPH HEADINGS

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

28. COMPLIANCE WITH LAWS

No violation of any federal, state, or local law, regulation, or administration order by Residents or their guests will be permitted at any time.

29. BASIC RULE APPLICABLE TO ALL

Although the Park's Rules and Regulations cover a variety of different subjects, it is simply impossible to deal with each and every detail. Therefore, the basic rule and regulation, which is applicable to all, is that everyone shall conduct themselves in a reasonable manner so as not to do anything unreasonable which adversely affects their neighbors or the ownership or management of the Park. This rule and regulation, as well as all of the other rules and regulations, applies not only to homeowners and Residents of the Park, but also to all guests, invitee, or any other person who is here at the invitation, request, or with the permission of anyone who lives in the Park.

30. ZONING AND CONDITION USE PERMIT INFORMATION

The nature of the zoning under which the Park operates is R-MHP. The Park is also operating under Conditional Use Permit NO. 42695.