

OCEAN BLUFFS ESTATES
3340 Del Sol Blvd., San Diego, California 92154

AGREEMENT FOR PURCHASING RESIDENT HOUSEHOLDS

EFFECTIVE FOR MOBILE/MANUFACTURED HOMES LISTED AS OF OR AFTER
October 1, 2018

SAMPLE

Table of Contents

LONG-TERM LEASE STATEMENT	1-28
SPACE AND LEASE INFORMATION.....	2
MANUFACTURED HOME INFORMATION ("HOME")	3
TERMS AND CONDITIONS OF LEASE.....	4-28
1. INCORPORATION.....	4
2. TERM.....	4
3. RENT.....	4
a. Monthly Base Rent.....	4
b. Cost of Living or Flat Percentage Increase Adjustment.....	4
c. Adjustment for Increases in Taxes, Assessments Governmentally Mandated Projects Legal and Insurance; Additional Rent.....	5
d. New Park Facilities, Repairs, Maintenance and Landscaping; Additional Rent.....	6
e. Right to Review Rent Increase; Conclusive Presumption of Accuracy Regarding Same.....	7-8
f. Miscellaneous Rent Provisions.....	8
4. UTILITIES.....	8
a. Submetered Utilities.....	9
b. Utilities Not Included in Rent or Submetered.....	9
c. Outside Utilities.....	9
5. COMPLIANCE WITH LAW AND RULES AND REGULATIONS.....	9
6. HOME REGISTRATION.....	9
7. RESPONSIBILITY OF PARK FOR MAINTENANCE OF COMMON AREAS AND FACILITIES.....	10-11
8. RESPONSIBILITY OF HOMEOWNER(S) FOR MAINTENANCE.....	12
a. Utility lines.....	12
b. Drainage.....	12
c. Contaminants.....	12
d. Driveways, Walkways and Parking Areas.....	12
e. Shrubbbery.....	12
9. COMPLIANCE WITH ENVIRONMENTAL LAWS.....	12
a. HOMEOWNER(S) USE OF PREMISES WARRANTY.....	12-13

b.	COMPLIANCE WITH LAWS.....	13
c.	"HAZARDOUS SUBSTANCES" AND WASTE DISPOSAL.	13
d.	SEWER DISPOSAL.....	13-14
e.	HOMEOWNER'S(S') ENVIRONMENTAL INDEMNITY.	14
10.	MAINTENANCE DUTIES REGARDING MOLD.....	14-15
11.	HOMEOWNER(S)' MEETINGS WITH MANAGEMENT.....	15
12.	PARK'S NON-RESPONSIBILITY FOR CHANGES IN THE VALUE.....	15
13.	HOMEOWNER(S)' DUTY TO REPORT DEFECTS.	15-16
14.	CHANGES IN STANDARDS OF MAINTENANCE SERVICE, EQUIPMENT, OR PHYSICAL IMPROVEMENTS.	16
15.	LOT LINES AND LOT LINE MARKERS.....	16-17
16.	ZONING DISCLOSURE (CIVIL CODE SECTION 798.27).	17
17.	ENTRY UPON HOMEOWNER(S)' SPACE.	17
18.	TERMINATION OF TENANCY BY PARK.	17
19.	TERMINATION OF THIS AGREEMENT BY HOMEOWNER(S)	17
20.	TRANSFER TO HEIR, JOINT TENANT OR PERSONAL REPRESENTATIVE.....	17-18
21.	REMOVAL ON SALE.	18
22.	SALE OR TRANSFER OF HOME THAT WILL REMAIN IN PARK.	18
a.	Give Notice.....	18
b.	Use An Escrow.....	18
c.	PARK May Reject Prospective HOMEOWNER(S)	18
d.	Repairs To PARK Owned Property.....	18
e.	Repairs or Modifications To Home.....	18
f.	Assignment of Unexpired Term of Lease.....	18
g.	Mandatory Assignment.....	19
h.	Previous Homeowner Indebtedness.....	19
23.	TRANSFER OF MANUFACTURED HOME PARK.....	19
24.	SUBLETTING.....	19-20
25.	OFFER AND NEGOTIATION.....	20-21
26.	NOT A SECURED OR SECURITY PARK.	21
27.	LIMITATION OF USE.....	21
28.	GENERAL RELEASE BY HOMEOWNER(S) AND RESIDENT(S)	21-22
29.	CERTAIN USES AND ABANDONMENT PROHIBITED.	22-23
a.	Indemnify and defend.	23

b.	Injunctive relief due to quiet enjoyment issues.....	23
c.	Conduct or condition.....	23
d.	The promises, duties and conditions	23
30.	IMPROVEMENTS.....	23
31.	HOLD-OVER TENANCY/RENEWAL.....	23
32.	NO WAIVER.....	23-24
33.	TIME IS OF THE ESSENCE.....	24
34.	INTERPRETATION.....	24
35.	REFERENCES TO STATUTES, ORDINANCES OR REGULATIONS.....	24
36.	INSPECTION OF THE PREMISES.....	24
37.	SUBORDINATION.....	24-25
38.	EFFECT OF THIS AGREEMENT.....	25
39.	ALTERATION OF THIS AGREEMENT.....	25
40.	CHARGES FOR MAINTENANCE OF SPACE (CC §798.36).....	25
41.	RULES AND REGULATIONS.....	25
42.	CONDEMNATION.....	25-26
43.	SEX OFFENDER INFORMATION NOTICE.....	26
44.	HOMEOWNER(S) HOME. HOMEOWNER(S).....	26
45.	NO RECORDING. HOMEOWNER(S).....	26-27
46.	NO THIRD-PARTY BENEFICIARIES. HOMEOWNER(S).....	27
47.	EXHIBITS ATTACHED TO AGREEMENT.....	27
48.	ACKNOWLEDGMENT.....	27-28

ATTACHMENTS

ADDENDUM REGARDING MOLD AND VENTILATION REQUIREMENTS

DISPUTE RESOLUTION AGREEMENT

RIGHT OF FIRST REFUSAL AGREEMENT

MPRA DISCLOSURE

MRL NOTICE

**OCEAN BLUFFS ESTATES
LONG-TERM SPACE LEASE (the "LEASE" or "AGREEMENT")**

LONG-TERM LEASE STATEMENT

PROSPECTIVE BUYERS OF MOBILE/MANUFACTURED HOMES AFTER OF JUNE 20, 2018, ONLY

NOTE TO NEW HOMEOWNER(S) AND ESCROW: THIS LEASE WILL NOT BE EFFECTIVE UNLESS THE PURCHASE OF THE MOBILE/MANUFACTURED HOME IS COMPLETED AND TITLE TO THE MANUFACTURED HOME IS IDENTICAL TO THE LESSEE SIGNATURE BELOW; OTHERWISE THIS LEASE IS EXPRESSLY NULL AND VOID FOR ANY PURPOSE.

UPON EXECUTION, THIS AGREEMENT WILL BE EXEMPT FROM ANY ORDINANCE, RULE, REGULATION, OR INITIATIVE MEASURE ADOPTED BY ANY LOCAL GOVERNMENTAL ENTITY WHICH ESTABLISHES A MAXIMUM AMOUNT A LANDLORD MAY CHARGE FOR RENT (CALIFORNIA CIVIL CODE SECTION 798.17).

THE HOMEOWNER(S) HAVE BEEN GIVEN A STATEMENT OF THEIR RIGHTS UNDER THE PROVISIONS OF CALIFORNIA CIVIL CODE §798.17 (30 DAYS TO ACCEPT OR REJECT THIS AGREEMENT; RIGHT TO CANCEL BY WRITTEN NOTICE WITHIN 72 HOURS AFTER EXECUTION) WHICH THEY HEREBY ACKNOWLEDGE BY PLACING THEIR INITIALS AFTER THIS PARAGRAPH.

Initials

Initials

HOMEOWNER(S) HAVE REQUESTED A LEASE AGREEMENT IN EXCESS OF ONE (1) YEAR. PARK OWNER HAS NOT REQUIRED AS A CONDITION OF CONTINUED OR NEW OCCUPANCY THAT HOMEOWNER(S) ENTERED INTO THIS LEASE AGREEMENT WHICH THEY HEREBY ACKNOWLEDGE BY PLACING THEIR INITIALS AFTER THIS PARAGRAPH.

Initials

Initials

IN ADDITION TO THIS LEASE, THE HOMEOWNER(S) HAVE BEEN OFFERED A LEASE TERM OF TWELVE (12) MONTHS OR LESS IN ACCORDANCE WITH CALIFORNIA CIVIL CODE §798.18. HOMEOWNERS(S) HEREBY ACKNOWLEDGE BY PLACING THEIR INITIALS AFTER THIS PARAGRAPH.

Initials

Initials

New Tenants Only: IF THIS LEASE IS ENTERED INTO WITH A NEW HOMEOWNER, PROSPECTIVE HOMEOWNER WARRANTS THAT THIS LEASE HAS BEEN CAREFULLY READ AND REVIEWED, AND THAT PROSPECTIVE HOMEOWNER HAS RECEIVED A:

(1) "MANUFACTURED HOME COMMUNITY PARK RENTAL AGREEMENT DISCLOSURE STATEMENT" AT LEAST THREE DAYS PRIOR TO THE EXECUTION OF THIS AGREEMENT ("MPRA Disclosure Statement"); AND,

Initials

Initials

(2) "INFORMATION FOR PROSPECTIVE HOMEOWNERS," WITHIN TWO (2) BUSINESS DAYS OF RECEIVING A REQUEST FROM PROSPECTIVE HOMEOWNER FOR AN APPLICATION FOR RESIDENCY FOR A SPECIFIC SPACE WITHIN THE MOBILE/MANUFACTURED HOME PARK.

Initials

Initials

SPACE AND LEASE INFORMATION

- A. **SPACE NO.** _____, Ocean Bluffs Estates, 3340 Del Sol Blvd., San Diego, California 92154.
- B. **DATE** this **AGREEMENT** is signed: _____
- C. **Date** on which the term of this **AGREEMENT** **BEGINS**: _____
- D. **Date** on which the term of this **AGREEMENT** will **END** (unless renewed): _____
- E. **PARK:** Ocean Bluffs Estates. References herein to **PARK**, where appropriate, shall mean and include the owner of the **PARK**, and its managers, officers, agents, or employees.
- F. **HOMEOWNER(S):** _____
- G. **RESIDENT(S):** _____
- H. **OLDER PERSONS PARK:** **PARK** is age restricted under Federal Law to qualifying persons. Which means generally at least one Homeowner and resident must be 55 years of age or older. **HOMEOWNER** is directed to the **PARK'S** Rules and Regulations for additional information and restrictions.
- I. **INITIAL MONTHLY BASE RENT:** _____, which will be increased annually in accordance with Paragraph (J) and Paragraph 3 of this Agreement.
- J. **Date** rent will first be adjusted: _____; **ANNIVERSARY DATE** for future adjustments during the term of this **AGREEMENT** shall be December 1st of each calendar year during the term of this **AGREEMENT**.
- K. **UTILITY AND OTHER CHARGES.** There are additional charges included in this Lease as additional rent set forth in Section 3 of the Lease and will be imposed upon notification from the applicable utility company or incurred as other charges.
- L. **TERM** of Lease: _____ months (____ years; ____ months)
- M. **LEASE FEE:** A Lease Fee of \$ _____ shall be paid by the **SELLER OR BUYER** as consideration for entering into this **AGREEMENT**.

- N. **ASSUMPTION FEE** of \$ _____ shall be paid by the **HOMEOWNER** to **PARK** upon the request by **HOMEOWNER** for **PARK** to approve a proposed assignee of this **AGREEMENT**. If the assignment is not approved, the **ASSIGNMENT FEE** shall be refunded to **HOMEOWNER**.
- O. **LATE FEE** of Ten Percent (10%) of the **MONTHLY BASE RENT**.
- P. **RETURN CHECK FEE** of Seven Percent (7%) of the **MONTHLY BASE RENT**.
- Q. **PHYSICAL IMPROVEMENT**: The **PARK** facilities and common area amenities, include, clubhouse, pool, water lines, sewer lines, streets, driveways, laundry facilities and appliances, and open spaces. The physical improvements and common areas are subject to change.

MANUFACTURED HOME INFORMATION ("HOME")

Information on the Manufactured Home Described in this **AGREEMENT** as provided by **HOMEOWNER** and relied upon by **PARK**

LEGAL OWNER'S NAME(S): _____

ADDRESS: _____

TELEPHONE NUMBER (include area code): _____

REGISTERED OWNER'S NAME(S): _____

REGISTERED OWNER'S ADDRESS: _____

REGISTERED OWNER'S TELEPHONE NUMBER (include area code): _____

MAKE OF MANUFACTURED HOME: _____

MODEL OF MANUFACTURED HOME: _____

YEAR OF MANUFACTURE: _____

VEHICLE IDENTIFICATION NOS.: (1) _____ (2) _____ (3) _____

LICENSE OR DECAL NOS.: (1) _____ (2) _____ (3) _____

MANUFACTURED HOME IS TAXED BY:

☐ HCD "California Department of Housing & Community Development".

☐ San Diego County's Assessor's Office. If yes, then please provide the
Parcel Number under which the Home is taxed. _____.

_____ If initialed, a copy of the most current registration for the Home is provided to the Park with the execution of this Lease.

TERMS AND CONDITIONS OF LEASE

All defined terms shall have the meaning set forth in the Space and Lease Information set forth above. THE **HOMEOWNER(S)** WHOSE NAMES ARE LISTED ABOVE, AGREE TO LEASE THE **SPACE** FOR THE PERIOD AND ACCORDING TO THE TERMS SET FORTH IN THIS **AGREEMENT**. THIS IS A LEASE FOR THE PERSONAL AND ACTUAL RESIDENCE OF THE **HOMEOWNER(S)**. HOWEVER, IT IS A LEASE FOR **SPACE** ONLY. **HOMEOWNER(S)** MUST PROVIDE HIS/HER/THEIR OWN RESIDENCE AND ARE COMPLETELY RESPONSIBLE FOR THAT RESIDENCE.

1. **INCORPORATION.** This Lease hereby incorporates the Lease Disclosures, the Lease Summary and Manufactured Home Information as though set forth in full herein. All capitalized terms used herein shall have the meaning set forth in the Lease Summary.
2. **TERM.** The **TERM** of this **AGREEMENT** shall be the period set forth in the Space and Lease Information set forth above.
3. **RENT**

a. **MONTHLY BASE RENT.** **HOMEOWNER(S)** will pay each month the **MONTHLY BASE RENT** (without deduction or offset to the fullest extent of the law) set forth above, until the first Rent Adjustment Date. The Base Rent may be increased annually on the Anniversary Date, and upon ninety (90) days' prior notice as set forth herein and the rent shall be adjusted as provided below in subparagraphs 3.2 - 3.4. If the **PARK** does not assess the increases described below on the Anniversary Date, such failure shall not constitute a waiver of the **PARK** right to assess such increases. The increases described below may be assessed by the **PARK** at any time after the **PARK** could have first assessed it and did not do so. **MONTHLY BASE RENT** shall be payable to the **PARK** and shall be due on the first day of each month and will be considered past due if not paid to the office by the end of the 6th day of the month (even if such date falls on a weekend or holiday).

b. **COST OF LIVING OR FLAT PERCENTAGE INCREASE ADJUSTMENT**

- i. For the initial lease year, commencing on date the Agreement begins (set forth above), **HOMEOWNER(S)** shall pay **PARK** the **INITIAL MONTHLY BASE RENT**. Commencing on the **ANNIVERSARY DATE** above, and each year thereafter on an annual basis (that is, once every twelfth month), **PARK** shall increase the monthly rent **HOMEOWNER(S)** are then paying, for the following twelve (12) months, by the percentage indicated in the chart below **OR** by the increase in the "Consumer Price Index" for the prior twelve (12) months, whichever is greater except as provided in the chart below.

Year	12-1-2018	1%*	Year	12-1-2028	4%
Year	12-1-2019	2%	Year	12-1-2029	2%
Year	12-1-2020	2%*	Year	12-1-2030	4%
Year	12-1-2021	3%	Year	12-1-2031	4%
Year	12-1-2022	3%	Year	12-1-2032	4%
Year	12-1-2023	3%	Year	12-1-2033	5%
Year	12-1-2024	4%	Year	12-1-2034	6%
Year	12-1-2025	4%	Year	12-1-2035	12%
Year	12-1-2026	5%	Year	12-1-2036	12%

Year	12-1-2027	5%			
------	-----------	----	--	--	--

*No Consumer Price Index Increase for this year only.

- ii. The "Consumer Price Index" used to determine this amount shall be the "Cost of Living Index for Urban Consumer of the San Diego Metropolitan Area" (all items) based on year 1982 = 100 as published by the United States Department of Labor Bureau of Statistics, as of the nearest publication date before the **ANNIVERSARY DATE**. In the event the "Consumer Price Index" ceases to incorporate a significant number of items, or if a substantial change is made in the method of establishing such "Consumer Price Index," then the "Consumer Price Index" shall be adjusted to the figure that would have resulted, had no change occurred in the manner of computing that "Consumer Price Index." In the event that such "Consumer Price Index" (or its successor or substitute index) is not available, a reliable governmental or other non-partisan publication, evaluating the information theretofore used in determining the "Consumer Price Index" shall be used in lieu of such "Consumer Price Index."

c. **ADJUSTMENT FOR INCREASES IN TAXES, ASSESSMENTS GOVERNMENTALLY MANDATED PROJECTS LEGAL AND INSURANCE; ADDITIONAL RENT.** Commencing on the date the **AGREEMENT BEGINS**, and on each **ANNIVERSARY** of the date thereafter, in addition to any other monthly rent due under the terms of this **AGREEMENT**, the **MONTHLY BASE RENT** for the previous **ANNIVERSARY** year shall be increased equal to the increase based upon paid invoices of one twelfth (1/12) of the increase in the following factors incurred by the **PARK** over the fiscal year, defined as July 1 of one year to and including June 30th of the following year, which then precedes the anniversary date, divided by the number of spaces in the **PARK** (in other words, your proportional share):

- i. The amount by which property taxes or governmental assessments, of any kind, except federal or state income taxes, have increased over the same tax or governmental assessment in the previous year, or any new tax or assessment that may be imposed. That is, **HOMEOWNER(S)** shall pay their proportional share of any increase in, or any new, tax and/or assessment made by any governmental agency or authority from the calendar year which then precedes the anniversary date;
- ii. The amount of (i) any voter approved bonds charged and billed through the real property tax bills (the amount of which will be excluded from the items included under subparagraph A above) including those for San Diego Zoo Maintenance, Elementary School, High School, and Community College), and (ii) fixed charge assessments for water standby charge and water availability charge.
- iii. The amount that the **PARK** has expended on any governmentally mandated project assessed or required to be paid by any governmental body to be paid by **PARK**. That is, **HOMEOWNER(S)** shall pay their proportional share of any increase in, or any new, tax and/or assessment made by any governmental agency or authority from the previous fiscal year (July 1st to June 30th) which then precedes the anniversary date;
- iv. The amount of increase in the **PARK'S** cost of insurance (including without limitation, fire, flood, umbrella policies, legal, general liability insurance and such other and further insurance as the **PARK** in its sole discretion deems appropriate) from the fiscal year which then precedes the anniversary date;
- v. The amount of the deductible actually incurred by the **PARK** from casualties or losses

covered by the **PARK'S** insurance (fire, legal and general liability insurance) from the calendar year which then precedes the fiscal year which then precedes the anniversary date;

- vi. The cost of the **PARK'S** attorney fees and costs over Seven Thousand Five Hundred Dollars (\$7,500.00); and
- vii. The amount of any uninsured claim, loss, fee, assessment, fine, penalty, cost or expense the **PARK** is required to pay by any court, arbitrator, mediator, or governmental agency (whether local, state or federal) as a fine, penalty or other damages or to compensate any person or group of persons because of any law suits, claims, actions, complaints or allegations brought against the **PARK** that is for any reason not paid by an insurance company (with the exception for fines, penalties or forfeitures for violation of the Mobilehome Residency Law).

- d. **NEW PARK FACILITIES, REPAIRS, MAINTENANCE AND LANDSCAPING; ADDITIONAL RENT.** Commencing on the date the **AGREEMENT BEGINS**, and on each **ANNIVERSARY** of the date thereafter, in addition to any other monthly rent due under the terms of this **AGREEMENT**, the **MONTHLY BASE RENT** for the previous **ANNIVERSARY** year shall be increased by one twelfth (1/12) of the cost of the sum of (i) any new **PARK** facility or common area improvement, (ii) the repair, replacement or maintenance of any **PARK** facility or common area improvement of any kind, including, but not limited to, streets, utility lines or pipes, roofs, the swimming pool or pool equipment, and (iii) the costs of landscaping the common areas, in any fiscal year (which amount may be increased each calendar year by the increase in the Consumer Price Index for that year), divided by the number of spaces in the park. The amount of increase in the monthly rental rate for any specified year shall be computed by use of the following formula:

$$MI = \frac{C - \$145,000.00}{12 \text{ months}} \text{ (divided by) NS}$$

Where: MI = Monthly Increase
C = Cost for items in 3.4. (i)(ii)(iii) based upon invoices, receipts or similar documentation
NS = Number of spaces in the park

If the monthly increase (MI) is more than \$50.00, it shall be amortized over two (2) years and would be computed by use of the following formula:

$$MI = \frac{C - \$145,000.00}{24 \text{ months}} \text{ (divided by) NS}$$

When the cost of a new **PARK** facility, maintenance, improvement or repair has been completely recaptured by payment of this increase in monthly rent, that increase shall no longer be a part of the monthly rent. Accordingly, the monthly rent will thus be adjusted downward to reflect such fact. If the obligation to pay has not been recaptured by the expiration of the term of this **AGREEMENT**, such obligation shall survive expiration of this **AGREEMENT** and become part of the permanent monthly rent as charged at expiration of the term, unless this **AGREEMENT** is renewed or extended in which event, such amount shall continue until the increase is no longer part of the rent.

Any capital expense for a **NEW** item (where nothing like it had existed before in the **PARK** including, without limitation, upgrades or changes of materials, equipment, size or design, however, excluding like replacement, rehabilitation or maintenance of an existing improvement with the same materials, equipment, design, size or otherwise) will be subject to a majority vote approval of residents who have

signed this **AGREEMENT** (only one vote per **SPACE**) so long as you give us your written vote within thirty (30) days of our notice to you. At present, "new" would include things such as a tennis court.

Under no circumstances shall the salary or benefits paid to the onsite manager(s), assistant manager(s) or two (2) full time park employees be included in any costs or expense that may be passed through to the **HOMEOWNER**. Any amount charged under this Section shall be deemed additional rent for all purposes.

- e. **RIGHT TO REVIEW RENT INCREASE: CONCLUSIVE PRESUMPTION OF ACCURACY REGARDING SAME.** Any objection to a rent increase or increase in other charges shall be deemed waived if not raised by written notice to **PARK** within thirty (30) days following the **ANNIVERSARY** date on which an increase in rent is first effective or charged. Such waiver shall constitute an express agreement and consent that the rental increase is conclusively and presumptively accurate.
- A. If notice of demand for audit is given, then after such notice, and during such period, **HOMEOWNER** may, during **PARK'S** regular business hours and on reasonable prior notice, inspect, at the location of Management's business, at **HOMEOWNER'S(S) sole cost**, **PARK'S** documentation (consisting of invoices, checks, or other documents evidencing a commitment to incur costs and payment of the items on which the rent increase is based, not books or records such as a general ledger, tax records or documents, or other confidential information) with respect to the increase to which such information relates. Only the information related to any specific objection to a rent adjustment shall be provided. The inspection must be completed not later than thirty days after same are made available, and any audit report shall be delivered concurrently to Management and **HOMEOWNER(S)**.
- B. If, after such inspection of said documentation, **HOMEOWNER(S)** disputes the amount of an increase for the fiscal year under inspection, Management and **HOMEOWNER(S)** shall meet and attempt to resolve the dispute. If the parties cannot resolve the dispute within sixty days after completion of **HOMEOWNER(S)** inspection, then **HOMEOWNER(S)** shall have the right to submit the dispute to mediation or judicial reference (collectively referred to as "**Reference**"), if agreed to by the parties to this **AGREEMENT**, or by action in declaratory relief if **Reference** has not been mutually agreed upon between the **PARK** and the **HOMEOWNER(S)**. If **Reference** applies, the dispute shall be limited to the determination of the rent increase for the calendar year under review. The decision of the arbiter or referee shall be delivered simultaneously to Management and **HOMEOWNER(S)**, and shall be final and binding. If the amount of the increase was incorrect, the appropriate party shall pay to the other party the deficiency or overpayment, as applicable, within thirty days following delivery of the decision, without interest or when the decision becomes final.
- C. In the event the rent increase is reviewed under this Paragraph 3.5, all costs and expenses of the **Reference** shall be paid to the prevailing party. The prevailing party for this purpose will be deemed to be the **HOMEOWNER(S)** if, and only if, the **Reference** or judgment determines that **PARK** imposed a rent increase that was in excess of five percent (5%) of the allowable increase under the terms of this **AGREEMENT**. The prevailing party for this purpose will be deemed to be the **PARK** if **PARK'S** overstated amount for the applicable calendar year was less than five percent of the reported (audited) amount, or if **PARK** had the right to increase rents by more than 5% of the noticed increase (though **PARK** deferred from or declined to seek the entire amount allowed by this **AGREEMENT**), in which event **HOMEOWNER(S)** shall pay all costs and expenses including attorney's fees and costs actually incurred. The referee or judge shall have the power to determine the award; however, award shall not exceed actual overpayment charges and the costs and expenses of the referee or arbiter. All other costs and expenses of the **HOMEOWNER(S)** or the **PARK** shall be

borne by the respective party.

- D. **HOMEOWNER'S** audit rights shall not relieve the obligation to pay disputed amounts, and **HOMEOWNER'S** rights under this section may only be exercised by **HOMEOWNER(S)** if not in default. If **HOMEOWNER(S)** fails to timely exercise its audit rights, such failure shall conclusively constitute approval of the rent increase. This section shall be the sole method to dispute the amount of a rent increase. The right of audit shall not apply to rent adjustments based on CPI or a specific percentage amount of base rent, as applicable hereunder pursuant to Paragraph 3.2, in that such amounts may be readily ascertained.
- E. The **HOMEOWNER'S(S')** audit rights under this Paragraph 3.5 shall not apply to rent increases based only on changes in the consumer price index or specific percentage amount of base rent pursuant to Paragraph 3.2; the amount of such rental adjustments is not subject to an audit.
- f. **MISCELLANEOUS RENT PROVISIONS:** All rents, utility charges, additional rent and other charges shall be paid by check or money order, except as may otherwise be provided for herein. Monies received for rent or utility payments may be applied in **PARK'S** sole discretion, to the earliest outstanding sums ("first in, first out") despite **HOMEOWNER'S(S')** instructions or endorsements purporting to restrict application of payment to a specific month or time period, or purporting to extinguish all arrearage due. Partial payments received shall not be construed as an accord and satisfaction or release of other debt, despite payor's purported instructions or endorsements to the contrary. A partial payment of the total amount of **MONTHLY BASE RENT**, utilities, or incidental reasonable service charges, or all of them, tendered by **HOMEOWNER(S)** may be refused by **PARK** at its sole discretion, and any attempt to make such partial payment shall be a material breach of this **AGREEMENT**. Receipt and acceptance of partial payments shall not waive the **PARK'S** or Management's right to demand the entire amount due nor shall it constitute a waiver of any breach of the terms of this **AGREEMENT**. **MONTHLY BASE RENT** shall be due, in advance, on the first day of each month of the Lease **TERM**.

Rent must be paid by the **HOMEOWNER(S)** and not by or from other persons; however, acceptance of any rent payment by any person other than **HOMEOWNER(S)**, including **RESIDENT(S)** shall not be construed to create a landlord/tenant relationship between **PARK** and such payor. If any tendered payment by **HOMEOWNER(S)** is dishonored by the bank for insufficient funds, stop payment or for any other reason, **PARK** may, (i) charge **HOMEOWNER(S)** a **RETURN CHECK FEE**; and (ii) upon at least ten (10) days' written notice to **HOMEOWNER(S)**, require future payments to be made in cash or equivalent for a period not to exceed three (3) months after the date of the notice from the **PARK** as provided by law. If the **MONTHLY BASE RENT** and additional fees, including utility fees, are not paid to the office on the sixth (6th) day of the month, a **LATE FEE** shall be charged to cover **PARK'S** costs for additional accounting and collection expenses. The **LATE FEE** or **RETURN CHECK FEE** indicated herein may be increased from time to time by **PARK** upon ninety (90) days prior written notice.

4. **UTILITIES.** **HOMEOWNER(S)** and **PARK** agree to the following regarding utilities. This **AGREEMENT** may be changed or modified on ninety (90) days' written notice to **HOMEOWNER(S)** by **PARK** without any reduction in the rental rate **HOMEOWNER(S)** are then paying; however, the charges for utilities may be modified by **PARK** upon thirty (30) days prior written notice or such notice time as permitted by the notice of increase the **PARK** receives from the Utility. Utility charges shall be treated and deemed as additional rent for all purposes.

UTILITY	INCLUDED IN BASE RENT	SEPARATELY BILLED BY PARK	DIRECTLY BILLED BY UTILITY CO.
---------	--------------------------	------------------------------	-----------------------------------

Gas			X
Electricity			X
Water		X	
Sewer		X	
Cable			X
Trash		X	

- a. **Submetered Utilities.** HOMEOWNER(S) water and sewer will be supplied on a submetered basis. Each month PARK will read meters for these utilities and charge HOMEOWNER(S) for the amount that has been metered, according to the utility company, as listed in their rate chart. The rate chart will be posted in a conspicuous place when PARK is required to do so by law. The cost of water and sewer services provided to HOMEOWNER(S)' shall not exceed the cost charged to single family residence subscribers within the local jurisdiction or sewer provider.
- b. **Utilities Not Included in Rent or Submetered.** HOMEOWNER(S)' trash collection, including without limitation, trash pickup, recycling and other environmental services, is provided by an outside 3rd party to the HOMEOWNER(S) or PARK and are billed to HOMEOWNER(S) on a "proportionate share" bases and charged monthly.
- c. **Outside Utilities.** HOMEOWNER(S)' electricity, natural gas, telephone, internet and cable television services are available through outside contractors or utility companies. HOMEOWNER(S) will contract with the companies directly; PARK is not responsible for the installation or maintenance or continuation of these utilities. HOMEOWNER(S) will pay for these utilities directly to the companies providing these utilities.

PARK shall not be liable for any loss or injury, and HOMEOWNER(S) shall not be entitled to any abatement or reduction in **MONTHLY BASE RENT** by reason of PARK'S failure or inability to furnish any of the utilities, when such failure or inability is caused by acts of god; natural disaster; accident; breakage; repairs; strikes or other labor dispute; inability to obtain necessary materials, goods, services, utilities, labor or equipment; or by any other cause, similar or dissimilar, beyond the reasonable control of PARK. HOMEOWNER(S) acknowledge that any interruption of any utility service is not cause for non-payment, deduction or offset of any amount billed to HOMEOWNER by PARK, including **MONTHLY BASE RENT**.

5. **COMPLIANCE WITH LAW AND RULES AND REGULATIONS.** This **AGREEMENT** and HOMEOWNER(S)' occupancy of the **SPACE** shall be governed by California Civil Code Sections 798 through 798.88 (commonly known as the "**Mobilehome Residency Law**"), a copy of which is attached hereto. Terms and provisions of the Mobilehome Residency Law are specifically made a part of this **AGREEMENT**. HOMEOWNER(S) agrees to abide and confirm with all applicable City, State and Federal laws, ordinances and regulations applicable to the **PARK** and HOMEOWNER(S), as such may be amended from time to time. The **PARK** Rules and Regulations are part of this **AGREEMENT**, attached hereto and incorporated herein as though set forth in full. HOMEOWNER(S) agrees to comply with all **PARK** Rules and Regulations that now exist and such additional Rules and Regulations as may be promulgated by the Park from time to time in accordance with the Mobilehome Residency Law. Any changes to the Rules and Regulations made to comply with changes in California Law shall become immediately effective.
6. **HOME REGISTRATION.** HOMEOWNER(S) must promptly provide **PARK** Management with true copies of all current legal and registration ownership documents for the HOME. HOMEOWNER(S) shall promptly and timely pay any fee, fine, penalty, tax or assessment by any governmental body levied

on or against the HOME and property owned by **HOMEOWNER(S)**. At all times, a registered owner of the HOME must reside therein as a **HOMEOWNER**, except as otherwise approved in writing by the **PARK**. **HOMEOWNER(S)** shall inform **PARK** Management within ten (10) days in writing of any change in the name and address of the registered or titled owner, legal owner and junior lienholder, if applicable and provide an updated copy of all legal and ownership documents after such are updated. **HOMEOWNER(S)** shall provide **PARK** with copy of current registration and current proof of title from the County of San Diego within ten (10) days of **PARK'S** written request.

7. **RESPONSIBILITY OF PARK FOR MAINTENANCE OF COMMON AREAS AND FACILITIES.** It is the responsibility of **PARK** to provide and maintain the physical improvements in the common facilities (clubhouse, swimming pool, spa, shower facilities, sauna, laundry room) in good working order and condition and with respect to sudden or unforeseeable breakdown or deterioration of these improvements, the management shall have a reasonable period of time to repair the sudden or unforeseeable breakdown or deterioration and bring the improvements into good working order and condition after management knows or should have known of the breakdown or deterioration. For purposes of this Paragraph, a reasonable period of time to repair a sudden or unforeseeable breakdown or deterioration shall be as soon as possible in situations affecting a health or safety condition, and shall not exceed such period as is commercially reasonable and in any other case except where circumstances beyond the control of the **PARK** justify a delay. [California Civil Code §798.15(d)]. **HOMEOWNER(S)** acknowledge, however, that it is impossible for **PARK** to maintain the **PARK'S** common facilities and physical improvements in perfect order. To determine "good working order", the parties acknowledge and agree that from time to time things in the **PARK'S** common facilities (e.g. water lines, sewer lines, streets, driveways, buildings, appliances, etc.) will break down. The parties agree such breakdowns are inevitable and expected even if facilities are kept in "good working order". In order to determine whether or not **PARK** is maintaining the **PARK** common facilities in "good working order", the parties agree all of the following must be taken into consideration:

1. Comparison of the same facility in other parks in the same city of the same age;
2. The condition of the **HOME** in the **PARK**;
3. The condition of **HOMEOWNER(S)'S** SPACE;
4. The condition of the area surrounding the **PARK**; and
5. The condition of the public streets and other services in the area.

HOMEOWNER(S) and **PARK** agree **PARK** is not in any way responsible for the following things because they are beyond **PARK'S** control:

1. Failure of electrical or gas service caused by the supplier of these utilities to **PARK**;
2. Failure of water or sewer service caused by the supplier of these utilities to the **PARK**;
3. Condition, taste, color or smell of water delivered to **HOMEOWNER(S)** if it is delivered in the same condition as which it is received from the water supplier;
4. Interruption in the natural gas system caused by or substantially contributed to by the supplier of natural gas to **PARK**;
5. Sewer backups caused by deliberate sabotage, the failure of **HOMEOWNER(S)'** equipment in their HOME including **HOMEOWNER(S)'** failure to install equipment that could stop sewer backups, or any failure of the sewer system on the **HOMEOWNER(S)'** side of the sewer connection; and
6. The failure of the gas, electric, water or sewer system caused by a problem on the **HOMEOWNER(S)'**

side of the meter or hookup.

HOMEOWNER(S) specifically agree that any failure, defect, dysfunction or problem experienced with services, including without limitation, water, sewer, gas or electric on "their side" of the meter or hookup is "**HOMEOWNER(S)**' sole responsibility and problem and **PARK** shall have no liability or responsibility for any such problem. **HOMEOWNER(S)** further agree their failure to correct any problem on "their side" of the meter or hookup will result in damage to their neighbors and **PARK** if they fail to correct it. **PARK** shall not be liable for any loss or injury and **HOMEOWNER(S)** shall not be entitled to any abatement or reduction of rent by reason of **PARK'S** failure to furnish any of the foregoing utilities when failure is caused by accident, breakage, repairs, strikes, or other labor disputes or by any other cause similar or dissimilar beyond the reasonable control of **PARK**.

PLEASE READ CAREFULLY! From time to time, the serving public utility will suffer or cause power, water, sewer, telephone, cable or other utility outages to the premises. Such outages are caused by many factors including construction, storms and wind. During high winds, or tree trimming by an untrained professional, tree limbs can come into contact with power lines, causing power interruptions; vehicle accidents with a utility pole can cause a power outage; earthquakes of all sizes can damage utility facilities and lines; small animals may cause lines to short circuit or break (as the case may be); lightning strikes to transmission towers, wires, and poles; underground cables, pipes and wires are sometimes disturbed by digging. Additionally, high utility demand during heat waves and other times of unusually high demand may overburden electric cables, transformers, and other electrical equipment of the serving public utility which then melt and fail.

CAUTION: intermittent power interruptions are followed by restoration of electricity which may cause surges in electrical power. Power surges often affect unprotected consumer household appliances such as electric appliances (computers, stereos, radios, televisions, washers, dryers etc.). **PARK** is not responsible for the disruptions, outages, surges, or other irregularities in the provision of electrical service to the premises which are caused by the serving public utility. **HOMEOWNER(S)** agrees that **PARK** is fully and unconditionally released and discharged from any and all liability which arises as a result of the acts and omission of the serving public utility. It is the responsibility of the **HOMEOWNER(S)**, exclusively, to exercise prudent care for property which may be affected by disruptions, outages, surges, or other irregularities in the provision of electrical service to the premises. Accordingly, **HOMEOWNER(S)** has the responsibility to take the following precautions:

1. **HOMEOWNER(S)** has the responsibility, always, to use surge protectors for the protection of **HOMEOWNER(S)'S** property, especially for computer equipment, stereo equipment, radios and other electrical appliances, devices and products which may be affected by disruptions, outages, surges, or other irregularities in the provision of electrical service. Unplug heat-producing items such as irons or portable heaters to prevent a fire when power is restored.
2. Report the difficulty regarding gas, electric, television, cable, or internet services to the appropriate service provider first and then to the management.
3. Report the difficulty regarding water or sewer service to the management immediately.
4. Turn off and unplug all computer equipment, stereo equipment, radios, appliances and other electrical equipment, except for a single light bulb, which will be the signal your power has been restored. This helps ensure against circuit overloading, which could delay restoration of service.
5. In the event of an outage, do not use candles for lighting during an outage, because candles create a fire hazard. Use flashlights or battery-powered lanterns instead.

6. Check the neighborhood to see if others have their power. If they do, the problem may be a "tripped" circuit breaker.

It is recommended that HOMEOWNER(S) obtain a HOMEOWNER'S insurance policy to cover damage, loss and liability associated with the disruptions, outages, surges, or other irregularities in the provision of electrical service to the premises and other risks.

8. **RESPONSIBILITY OF HOMEOWNER(S) FOR MAINTENANCE:** HOMEOWNER(S) agree to be solely and exclusively responsible for the maintenance of the SPACE, which shall include, but not be limited to, the following:

- a. All utility lines from the SPACE utility connection to the HOMEOWNER(S) HOME, including, without limitation, wiring, cabling, gas lines, water pipes, sewer pipes or conduit.
- b. Drainage: The existing drainage pattern and grading of the SPACE may not be changed without management's consent. HOMEOWNER is required to maintain the SPACE, grading and drainage so as not to permit pooling, puddling or any standing water on the SPACE including under the HOME or accessory structures. HOMEOWNER(S) shall not make any additional improvements which would create or cause puddling or ponding of water on the SPACE or under the HOME, regardless of the source of water. HOMEOWNER(S) shall indemnify and defend owner from all claim caused by drainage patterns, standing water or other conditions on the SPACE.
- c. Contaminants: HOMEOWNER(S) shall be solely responsible for the maintenance of the SPACE so as to ensure that no wild animals, rodents, insects, spiders, termites or other contaminants are permitted to live, grow, breed, congregate or otherwise on the SPACE. HOMEOWNER(S) shall be responsible for routine cleaning and maintenance of the SPACE and periodic inspections regarding such contaminants and in the event of any infestation, HOMEOWNER(S) shall be solely and absolutely responsible for removal of such contaminants. Spiders and similar insects present in dwelling units under the normal use thereof shall not be considered a violation of this Section; however, any infestation, colonies, unusual numbers or the failure to clean and promptly remove of such shall be a violation of this Section
- d. Driveways, Walkways and Parking Areas: HOMEOWNER(S) shall be solely responsible for maintaining and making any repairs necessary to the walkways, retaining walls, patios, decorative brick, foundations, concrete under accessory structures located on the SPACE. PARK will maintain driveways, excepting from this responsibility any driveway which has had a concrete coating placed onto the driveway (as required by the Mobilehome Residency Law and only as necessary for health and safety purposes, rather than a desired appearance, color or texture or HOMEOWNER'S(S') personal taste or preference); HOMEOWNER(S) are responsible for any damage caused by HOMEOWNER(S), including the maintenance, repair or replacement of driveways which have a concrete coating.

HOMEOWNER: _____ HOMEOWNER: _____

- e. Shrubbery that is viewed by management as a problem or safety hazard for reasons such as, but not limited to height or roots will have to be trimmed or removed at HOMEOWNER(S) sole expense, upon management's request. Management shall assume the duties required in the Mobilehome Residency Law regarding trees.

HOMEOWNER(S) shall be responsible for and assume liability for any and all guests, guests' pets, service providers, contractors, delivery personnel, licensees and invitees that enter the PARK or any portion thereof including any damage or injury caused by such persons or injury to such persons while in

the **PARK**.

9. COMPLIANCE WITH ENVIRONMENTAL LAWS

- a. **HOMEOWNER(S) USE OF PREMISES WARRANTY.** **HOMEOWNER(S)** represents and warrants to **PARK**, and its ownership and management, and their employees, agents, assigns and/or successors-in-interest, that **HOMEOWNER(S)** intends to use the **SPACE** for single family residential housing with at least one **HOMEOWNER** occupying the **HOME** as his or her principal residence located on the leased **SPACE**, and that **HOMEOWNER(S)** shall restrict the use of the **SPACE** to the purpose set forth in this Paragraph during the entire term of this **AGREEMENT**. This representation and warranty extends to the **HOMEOWNER(S)** use of any and all common areas and/or facilities in the **PARK**.
- b. **COMPLIANCE WITH LAWS.** **HOMEOWNER(S)** shall comply with all valid laws, ordinances, and regulations, whether state, federal, or municipal, applicable to the home, **SPACE** and **PARK** and **HOMEOWNER(S)** ownership of the home, use and operation, specifically, but not limited to (1) restrictions on the use of the property; (2) the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.; (3) the Hazardous Substance Account Act, California Health & Safety Code § 25300 et seq.; and (4) the California Porter-Cologne Water Quality Control Act, California Water Code § 13000 et seq., as each may be amended, expanded or replaced from time to time.
- c. **"HAZARDOUS SUBSTANCES" AND WASTE DISPOSAL.**
- i. Material which will not dissolve in the sewer system, such as facial tissue, paper towels, sanitary napkins, cat litter (including so called "flushable" litter) or dryer sheets **MUST NOT BE FLUSHED DOWN THE TOILETS**. **PARK** may hold **HOMEOWNER(S)** responsible for costs of clearing any clogged lines where the obstruction is located on the **HOMEOWNER'S(S')** side of the main or common line. **HOMEOWNER(S)** shall indemnify management for any damage which occurs due to such **HOMEOWNER'S(S')** caused obstruction.
 - ii. Proper "hazardous substances" and waste disposal, removal or remediation is required of all **HOMEOWNER'S**, at **HOMEOWNER(S)** sole cost and expense. Typical hazardous substances include automobile, boat and motorcycle batteries, household batteries, cleaning fluids and solvents, gasoline, paint and other thinners, oils, brake fluids, transmission fluids and oils. No **HOMEOWNER(S)** may keep or store, in any place including within or about the **HOME**, **SPACE**, garage, storage shed or elsewhere in the **PARK**, any hazardous substances in excess of the quantities required for typical single-family household use. Additionally, **HOMEOWNER(S)** may not cause any environmental hazard, including any exposure to, contact with, spill or deposit of any hazardous substance or waste. **HOMEOWNER(S)** is prohibited from violating any law relating to environmental protection, hazardous substances or waste. This includes, but is not limited to, for example, changing or discarding auto batteries, oil, brake fluids, automatic transmission fluid, air conditioning gases, grease or other fluids in any motor vehicle. **HOMEOWNER(S)** may not cause or allow hazardous substances or waste, including any type of electronic equipment and appliances of any size, household batteries, paint, etc. to be disposed of anywhere in the **PARK**, including, but not limited to, trash cans, trash bins, the sewage disposal system, or any other trash or disposal area in the **PARK**. Such substances must be physically removed from the **PARK** by the **HOMEOWNER(S)** and disposed of elsewhere in compliance with law. In the event of any spill or deposit of hazardous substances in the **PARK**, resident is required by law to

immediately notify management. Management reserves the right, but not the obligation, to inspect resident's **SPACE** for hazardous substances.

- d. **SEWER DISPOSAL. HOMEOWNER(S)** may only place sewer appropriate materials in the sewer system. Materials such as grease, oil, facial tissue, paper towels, sanitary napkins, wipes (including so-called flushable wipes), trash, chemicals, cleaning products, medicines, drugs, foreign substances, dryer sheets or kitty litter (including so called flushable kitty litter) **MUST NOT BE FLUSHED DOWN THE TOILETS**. Park may hold **HOMEOWNER(S)** responsible for costs of clearing any clogged lines where the obstruction is located on the **HOMEOWNER'S(S')** side of the main or common line. **HOMEOWNER(S)** shall indemnify management for any damage which occurs due to such **HOMEOWNER'S(S')** caused obstruction.
- e. **HOMEOWNER'S(S') ENVIRONMENTAL INDEMNITY.** In addition to other remedies allowed by law, resident will indemnify, defend and hold the **PARK**, its owners, managers, employees, agents, invites, successors and/or assigns harmless from and against all claims, liabilities, losses, damages, and costs, foreseen or unforeseen, including, without limitation, professional services or expert fees, fines, or penalties of any nature, compensatory damages, statutory damages, punitive damages, expense and attorney's fees and costs sustained by the **PARK**. **HOMEOWNER(S)** will also be required to reimburse the **PARK** for any actual attorney's fees, litigation expenses, and costs incurred in defending any action, whether regulatory, legal or in equity, against the **PARK** as a result of any environmentally hazardous act or omission, or which may incur by reason of **HOMEOWNER(S)** or **RESIDENT'S** action or inaction with regard to **HOMEOWNER(S)** or **RESIDENTS** obligations under Section 7 through 9 of this **AGREEMENT**. For purposes of this rule, "hazardous substances" includes without limitation all substances included within the definitions of "hazardous substance," "hazardous waste," "hazardous material," "toxic substance," "solid waste," or "pollutant or contaminant" in federal law or under any other environmental law, other substances, materials, and wastes that are or become regulated or classified as hazardous or toxic under federal, state, or local laws or regulations, and any material, waste, or substance that is a petroleum or refined petroleum product, asbestos, polychlorinated biphenyl, designated as a hazardous substance, a flammable explosive, or radioactive material.

HOMEOWNER: _____ HOMEOWNER: _____

10. **MAINTENANCE DUTIES REGARDING MOLD. HOMEOWNER'S(S')** are solely responsible for moisture, accumulated water, mildew, fungus, mold or similar organisms ("**mold**") or any other contaminants in the **HOME** or on the **SPACE**. **HOMEOWNER(S)** shall maintain the **SPACE**, so that water does not accumulate. Water must drain off in a fashion as to avoid runoff onto other property. The skirting shall not extend into the grade because moisture or water may accumulate under the **HOME** or allow the development of other contaminants. All watering systems shall be installed, maintained and adjusted as necessary to avoid water run-off and standing water. Any berms shall be maintained to avoid the accumulation of water on the home site. Any masonry skirting must contain sufficient ventilation to prevent accumulation of water under the **HOME**.

HOMEOWNER(S) warrant(s) **HOMEOWNER(S)** will maintain the **HOME** and areas under the **HOME** and **SPACE** free of and from conditions which produce mold or other contaminants. **HOMEOWNER(S)** is/are also responsible, at it's(their) sole cost and expense, for mold or contaminant cleanup, removal, remediation or otherwise. It is imperative to treat and remove all molds and contaminants as if they are potentially harmful. The following are sources of indoor moisture that may cause problems: flooding, backed-up sewers, leaky roofs, humidifiers, mud or ice dams, damp crawl spaces, constant plumbing leaks, house plants -- watering can generate large amounts of moisture, steam from cooking, shower/bath steam and leaks, wet clothes on indoor drying lines, clothes dryers vented indoors, combustion appliances (e.g. stoves) not exhausted to the outdoors. **HOMEOWNER(S)** should keep the humidity of the home down and ensure

adequate ventilation inside the home (especially in the kitchen and bathroom).

If you can see mold or other contaminants, or if there is an earthy or musty odor, in or about the HOME or the SPACE you can assume you have a mold problem. Visible mold growth is found underneath materials where water has damaged surfaces, behind walls or inside the vapor barrier under the subfloor of the HOME. Look for discoloration and leaching from wall surfaces. Mold cleanup is usually considered one of the housekeeping tasks of the private citizen and as such is a responsibility of the resident, along with roof and plumbing repairs, sweeping, house cleaning and ventilating.

Any discovery of mold or other contaminants in or about the HOME or SPACE should be cleaned up promptly by and at the sole cost and expense of HOMEOWNER(S). When considering cleanup of mold or other contaminants, verify the extent of the problem and a professional, licensed and bonded mold remediation or other contaminant removal company should be utilized.

HOMEOWNER(S) agree(s) to indemnify, defend and hold management, PARK, its owner, agents and employees, free and harmless from any claim, demand, suit, action, or liability (personal or bodily injury or property damage to any person or thing) caused or claimed to be caused by mold or any other contaminant in, about or under a HOME or any accessory structure equipment, appliance or other property, or upon the SPACE. HOMEOWNER(S) furthermore warrant(s) that there is no mold or other contaminant of any kind upon any location on the home site. Since management may not enter the HOME except under the circumstances allowed by the Mobilehome Residency Law, HOMEOWNER(S) further warrant(s) that the HOME is under the exclusive control of the HOMEOWNER(S) and that management has no duties respecting prevention or treatment of mold or other contaminants within the HOME. If the occurrence of mold or other contaminants on the SPACE is observed by the management and HOMEOWNER(S) fail(s) to properly remediate such condition, management may proceed with any available remedy including a fourteen day notice as elsewhere provided for in HOMEOWNER(S)'S' agreements with the management (with management cost therefore to be added as further rent payable together with rents and other charges on the first month, as billed, following such remediation); seek injunctive relief to compel compliance with mold remediation as hereby required; and / or terminate tenancy for failure to comply with this reasonable rule and regulation. Such remedies are cumulative, and election of any remedy shall not preclude the resort to other remedies.

HOMEOWNER: _____ HOMEOWNER: _____

The HOMEOWNER(S) right, duties and obligations are further set forth in the ADDENDUM REGARDING MOLD AND VENTILATION REQUIREMENTS, incorporated into this AGREEMENT as though set forth in full.

11. HOMEOWNER(S)' MEETINGS WITH MANAGEMENT. The PARK management shall meet and consult with HOMEOWNER(S) upon written request, either individually, collectively, or with representatives of a group of HOMEOWNER(S) who have signed a request to be so represented as required by the Mobilehome Residency Law.

12. PARK'S NON-RESPONSIBILITY FOR CHANGES IN THE VALUE. HOMEOWNER(S) and PARK agree the future value of HOMEOWNER(S)' HOME is in no way guaranteed by PARK. HOMEOWNER(S) acknowledge PARK has made no representation that HOMEOWNER(S)' HOME will necessarily increase in value over time and that in fact the HOME may decrease in value depending upon, among other things, market conditions, availability of financing, condition of the HOME, demand for housing in this area, availability and cost of other housing alternatives, the age of the PARK, changes in the PARK'S rules and rental rate, local, state and nationwide economic conditions and levels of maintenance in the PARK. HOMEOWNER(S) accept(s) the risks of changes in the factors just listed

and accept the increase or decrease in value they may bring as well as for any other factors not listed for which the **PARK** is not responsible.

HOMEOWNER: _____

HOMEOWNER: _____

- 13. HOMEOWNER(S)' DUTY TO REPORT DEFECTS.** As substantial consideration for this **AGREEMENT**, **PARK** and **HOMEOWNER(S)** agree **HOMEOWNER(S)** shall report any defect in the maintenance of the **PARK'S** common facilities including but not limited to: water leaks, gas leaks, pot holes or cracks in the paving or roads, driveways, unclean or inoperable laundry facilities, insufficient trash bin capacity, dirty trash areas, dust, dirt or debris on roads, problems with the heating or cooling at the common buildings, discolored, bad smelling or inadequate water supply or pressure, problems with the **PARK'S** common electrical system, leaks, backups, or lack of capacity of the **PARK'S** sewerage or septic system, torn or dirty carpeting, torn floor covers or window covering in the **PARK'S** buildings, holes or worn spots in floors, decks or stairs, dirty pool or any other defect in the **PARK'S** equipment, buildings, facilities or maintenance, including landscaping and trees that present a safety hazard and damage or injury to driveways. **HOMEOWNER(S)** shall give this notice in writing to the **PARK** on-site manager, by registered U.S. mail (return receipt requested), or by electronic notice with electronic confirmation that notice was received within sixty (60) days of **HOMEOWNER(S)**' discovery of any of the conditions set forth above so they may be corrected within a reasonable period of time by **PARK**.

The parties further agree that if **HOMEOWNER(S)** fail to report any such defect in writing by within sixty (60) days of its discovery, **HOMEOWNER(S)** are in substantial violation of this **AGREEMENT**. Should **HOMEOWNER(S)** fail to report any such defect within six (6) months of its discovery, during which time **HOMEOWNER(S)** pay the rent, utilities and other charges due under the terms of this **AGREEMENT**, **HOMEOWNER(S)** does/do by signing this **AGREEMENT** and not reporting any such defect, **HOMEOWNER(S)** shall be deemed to have waived any damages **HOMEOWNER(S)** have or had by reason of such unreported defect.

- 14. CHANGES IN STANDARDS OF MAINTENANCE SERVICE, EQUIPMENT, OR PHYSICAL IMPROVEMENTS.** The standard of maintenance of physical improvements and equipment in the **PARK**, together with services (including without limitations, utilities) may be changed from time to time as provided by the Mobilehome Residency Law on ninety (90) days' written notice to **HOMEOWNER(S)**. The **PARK** may upon the giving of lawful notice, amend, delete, add or modify any of the services or facilities provided, and there shall be no resulting abatement or reduction of rent. The **PARK** Rules and Regulations may be changed from time to time, at **PARK'S** sole discretion, as provided by the Mobilehome Residency Law.

- 15. LOT LINES AND LOT LINE MARKERS.** The boundaries of the **SPACE** (land) rented to **HOMEOWNER(S)** shall be the lesser of either (1) the lot lines as determined by a governmentally approved survey or by a recorded plot plan or (2) the apparent physical boundaries of the **SPACE** as they exist at the time this **AGREEMENT** becomes effective. However, if the minimum area necessary to comply with setback requirements of state and local agencies comprises a smaller area than stated above, then this smaller area shall comprise the total **SPACE**. Any adjustment shall not result in reduction or offset of **MONTHLY BASE RENT**, or other charges. The lesser of the lot lines or actual and apparent use of a **SPACE** defines the expectations of occupation which **HOMEOWNER(S)** may use and enjoy. Such expectations are also subject to change based on any adjustments required by any authority requiring same or as needed for setback compliance. In such cases, no claim shall lie against **PARK** or **PARK** Management for satisfaction of such legal mandate or direction and **HOMEOWNER(S)** releases, **PARK** and **PARK** Management and all related persons from any loss in area of the **SPACE** resulting from legally required lot line adjustments. **HOMEOWNER** is responsible for **SPACE** maintenance within the area defined by the lot line markers. **HOMEOWNER(S)** shall maintain the lot line markers as they currently

exist, and **HOMEOWNER(S)** will promptly notify **PARK** Management if lot line markers are lost, moved or destroyed. **PARK** reserves the right to modify any lot line at any time provided that such modification does not violate any applicable law. If **HOMEOWNER(S)** or any prior resident of the **SPACE** or any adjoining **SPACE** has installed landscaping or other improvements that have been discovered to encroach across a lot line over a course of time of previously-established consistent usage, then **HOMEOWNER(S)** of any adjoining **SPACES** agree to continue to allow the use of the area encroached upon as was expected before such discovery. This use of the encroached upon area will not, however, affect the location of the lot line markers. **HOMEOWNER(S)** agrees to fully defend, indemnify and hold harmless **PARK**, **PARK** Management and their agents 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 the lot line markers are lost, moved or destroyed.

16. **ZONING DISCLOSURE (CIVIL CODE SECTION 798.27).** The nature of the zoning under which **PARK** operates is RM-1-1 (Residential-Multiple Unit). If a change occurs concerning the zoning under which the **PARK** operates or a lease under which **PARK** is a lessee, **HOMEOWNER(S)** shall be given written notice within thirty (30) days of that change.
17. **ENTRY UPON HOMEOWNER(S)' SPACE.** The **PARK** shall have a right of entry upon the **SPACE** defined at (A) above for inspection of the **SPACE** to determine compliance with the rules and regulations, maintenance of utilities and the protection of the **PARK** at any reasonable time, but not in a manner or at a time which would interfere with the occupant(s)' quiet enjoyment. **HOMEOWNER(S)** hereby grant to the **PARK** owners or **PARK** owners' agents the right to enter the HOME as provided by the Mobilehome Residency Law.

HOMEOWNER: _____ HOMEOWNER: _____

18. **TERMINATION OF TENANCY BY PARK.** This **AGREEMENT**, at the sole option of **PARK**, may be declared forfeited and/or the tenancy may be terminated and/or **HOMEOWNER(S)**' right to possession terminated, in accordance with the provisions of the Mobilehome Residency Law and other applicable law, including, without limitation, conduct by **HOMEOWNER** that causes substantial annoyance, conviction of a **HOMEOWNER** or **RESIDENT** for specific criminal activity, failure to comply with the **RULES** of the **PARK**, nonpayment of rent, utility charges or reasonable service charges, or a condemnation of the **PARK**, or a change of use of the **PARK**. Any rights of termination granted to the **PARK** due to any future amendments, deletions, or modifications of the Mobilehome Residency Law and other applicable laws, may be enforced by the **PARK**. If **HOMEOWNER(S)** remains in possession of the **SPACE** after **HOMEOWNER'S(S')** tenancy has been terminated, **HOMEOWNER(S)** shall pay to the **PARK** an amount equal to the rent **HOMEOWNER(S)** was paying at the time **HOMEOWNER'S(S')** tenancy was terminated. Acceptance of any money, including Rent, by **PARK** pursuant to this Section shall not be construed as a reinstatement or extension of **HOMEOWNER'S(S')** tenancy under this **AGREEMENT**.
19. **TERMINATION OF THIS AGREEMENT BY HOMEOWNER(S).** **HOMEOWNER(S)** understand this **AGREEMENT** will remain in effect and **HOMEOWNER(S)** will be liable to pay rent as set forth above, whether or not the **HOMEOWNER(S)** occupy the **SPACE**. **HOMEOWNER(S)** may abandon this **AGREEMENT** and it will no longer bind them only if **HOMEOWNER(S)** remove their HOME from the **PARK** and surrender the **SPACE** to **PARK** ownership or this management. Should the **SPACE** be abandoned, its possession shall revert to **PARK**. This **AGREEMENT** will be binding on the heirs, executors and assigns of **HOMEOWNER(S)**.

20. **TRANSFER TO HEIR, JOINT TENANT OR PERSONAL REPRESENTATIVE.** In the event of

the death of a **HOMEOWNER(S)**, the **HOMEOWNER'S(S')** heir, devisee, joint tenant or personal representative who gains ownership of the **HOME** through the death of the **HOMEOWNER(S)** shall have the right to sell or transfer the **HOME** and this Agreement on the **SPACE** pursuant to Civil Code §798.78, including without limitation, the payment of rent and other charges when due and in accordance with any amendments, deletions or additions to said law.

In the event of the incapacity of **HOMEOWNER(S)**, the guardian, conservator or other person with the legal power and authority over the **HOMEOWNER(S)** property, specifically including the **HOME**, shall have the right to sell or transfer the **HOME** and this Agreement on the **SPACE** upon the proper payment of rent and other charges then outstanding due and payable.

- 21. REMOVAL ON SALE. PARK** may, at its sole option, in order to upgrade the quality of the **PARK**, require the removal of manufactured homes from the **SPACE** upon their sale to a third party, in accordance with the provisions of the Mobilehome Residency Law. In the event the **HOME** is removed from a **SPACE**, **HOMEOWNER(S)** shall continue to be responsible for the payment of any past due **MONTHLY BASE RENT**, utilities and other charges, as applicable, including **MONTHLY BASE RENT** or utilities incurred through the removal of the home and/or the date of tenancy for the new Homeowner, whichever occurs first.
- 22. SALE OR TRANSFER OF HOME THAT WILL REMAIN IN PARK.** Upon sale of the **HOME**, starting monthly rent for prospective homeowner(s) shall be the same rent as paid by selling homeowner and will continue per Paragraph 3.2 above. If **HOMEOWNER(S)** want to sell their **HOME** to someone who wants the **HOME** to remain in the **PARK** and to rent the **SPACE** from **PARK**, **HOMEOWNER(S)** agree to do the following, prior to any sale:
- a. Give Notice: Give **PARK** at least sixty (60) days' notice of **HOMEOWNER(S)** intent to sell the **HOME**, as required by California Civil Code §798.59.
 - b. Use An Escrow: Only sell the **HOME** by use of an escrow, as required by California Civil Code §798.75, or as otherwise provided by the Mobilehome Residency Law.
 - c. PARK May Reject Prospective HOMEOWNER(S): **PARK** may accept or reject the prospective **HOMEOWNER(S)** for the reasons set forth in California Civil Code §798.74 or because the prospective homeowner does not meet the age policy of **PARK**, pursuant to California Civil Code §798.76. **PARK** may further reject the prospective purchaser(s) due to misrepresentations made in the application or during the application process, failure to complete the application process (such as by failing to provide required information, or agreeing to interview with management on request), or by reason of non-conforming pets OR OTHER EVIDENCE OF INABILITY TO COMPLY WITH **PARK** RULES AND REGULATIONS (including prior evictions from communities for failure to comply with such community's rules and regulations).
 - d. Repairs To PARK Owned Property: **PARK** may require repairs or improvements to the **SPACE** or property owned by **PARK** if repairs or improvements are necessary because of actions or negligence of **HOMEOWNER(S)** or violations of applicable codes and standards by **HOMEOWNER(S)**. Upon notice, the costs for the repairs and/or improvements may be charged to the **HOMEOWNER(S)** and shall be treated as an addition to **MONTHLY BASE RENT** for all purposes, including without limitation, the failure to pay the additional **MONTHLY BASE RENT** may result in termination of this **AGREEMENT** and the **HOMEOWNER(S)** tenancy as provide in Section 18.
 - e. Repairs or Modifications To Home: **PARK** may, as a condition of acceptance of the prospective **HOMEOWNER(S)**, require such repairs and other modifications to the **HOME** as required by the

PARK Rules of PARK, and in accordance with the Mobilehome Residency Law.

- f. Assignment of Unexpired Term of Lease: If **HOMEOWNER(S)** sell or transfer a **HOME** located upon the **SPACE**, which **HOME** will remain in **PARK** after its sale, the unexpired term of the **AGREEMENT** shall be assigned, in writing, to the purchaser or transferee of the **HOME** and the **HOMEOWNER(S)** shall pay to **PARK** the **ASSUMPTION FEE**. On assumption of any unexpired portion of this **AGREEMENT** by a purchaser of the **HOME**, the former **HOMEOWNER(S)** shall have no further obligation under this **AGREEMENT**. The **AGREEMENT** must be assigned only with the prior written permission of **PARK**, who may reject assignment and the new homeowner for the reasons set forth in the Mobilehome Residency Law and this **AGREEMENT**. Prior to the close of any escrow for transfer of the **HOME**, a copy of the written approval by the **PARK**, allowing the assumption of the unexpired portion of the **AGREEMENT**, or a copy of the assigned lease must be placed into escrow. Any attempted assignment of this **AGREEMENT** without the prior written consent of **PARK** shall have no force or effect and any persons attempting to occupy the **HOME** without such assignment shall have no rights of tenancy or occupancy and may be subject to eviction as an unlawful tenant or occupant.
- g. Mandatory Assignment: **HOMEOWNER(S)** understand and agree that the unexpired portion of this lease must be assigned to any prospective homeowner or transferee who wishes to continue to maintain the **HOME** on the **SPACE**.
- h. Previous Homeowner Indebtedness: In the event there is any debt to the **PARK** from the previous **HOMEOWNER**, **PARK** may, as to any such amounts remaining outstanding (e.g., for rents, utilities or other charges, landscape maintenance charges, damage or cleaning fees required after use of common facilities or other debts) deem such amounts to have been delegated to the purchaser as part of the assignment obligation and thereafter charged by **PARK** to purchaser on inception of the remainder of the **TERM**. In the event such election is not made by **PARK**, **HOMEOWNER(S)** shall continue to be responsible and liable for any past due **MONTHLY BASE RENT** and additional fees or charges, including utilities, due for the **SPACE**.

HOMEOWNER(S) indicate they have read and understand the foregoing paragraph by signing their initials here:

HOMEOWNER: _____ **HOMEOWNER**: _____

23. **TRANSFER OF MANUFACTURED HOME PARK**. Should the owners of **PARK** sell or transfer their interest in the **PARK** to any other person or entity, they will automatically be relieved of all obligations under this lease which occur after the date of the transfer; however, these obligations must be assumed in writing by the person or entity to whom the **PARK** is sold or transferred.
24. **SUBLETTING**. **HOMEOWNER(S)** shall have neither the right nor the power to sublease their **HOME** or the **SPACE** except under any one of the following circumstances for reasons of hardship and/or as is otherwise authorized by the Mobilehome Residency Law:
1. The **HOMEOWNER(S)** have been required to move out of the **HOME** because of medical reasons, or have been transferred away or required to take a job out of the area, or all **HOMEOWNER(S)** have died;
 2. The **HOME** has been listed for sale for a continuous period of at least Sixty (60) days with a licensed **HOME** dealer or real estate broker at a price suggested by that dealer or broker; or
 3. The **HOMEOWNER(S)** can establish immediate financial or other hardship;

4. The **HOMEOWNER(S)** can establish such other hardship as a reasonably determined by the **PARK** in its sole and absolute discretion.

If any of the conditions listed above have been met, then **HOMEOWNER(S)** or their heirs or executors may sublease the **SPACE** and **HOME** if each of the following conditions are met:

1. The sublease is for a period not less than 6-months;
2. The sublease is for a period of not more than 60-months;
3. The subtenant is acceptable to **PARK**, with the understanding that **PARK** cannot withhold its permission except for the reasons set forth in the Mobilehome Residency Law as if the subtenant were a purchaser of the **HOME** within the **PARK**;
4. The subtenant agrees in writing to be bound by all the terms of this **AGREEMENT**, including without limitation, the Rules and Regulations of the **PARK**;
5. **The subtenant shall agree in writing that PARK may, at its sole discretion and without prior notice to the HOMEOWNER(S) or other Party acting for the HOMEOWNER(S) as Landlord, enforce the terms of this AGREEMENT, including without limitation, the Rules and Regulations of the PARK and all rights and responsibilities of the subtenant as though the Resident under the Mobilehome Residency Law (Civil Code §§ 798 et seq.), in its own name or on behalf of the Landlord against the subtenant, including without limitation, the right to evict said subtenant; and**
6. **PARK will look only to the HOMEOWNER(S) or the HOMEOWNER'S(S') heirs, or executor for payment of all rent, utilities and incidental service charges for the SPACE and not the subtenant. HOMEOWNER(S) shall remain solely responsible for the timely payment of MONTHLY BASE RENT and related charges for the SPACE. Except as otherwise required by law, the PARK may, but is not required to, accept tenders of MONTHLY BASE RENT from any third party including, but not limited to, any renter or sublessee and any acceptance of MONTHLY BASE RENT from any renter or sublessee shall not create a landlord/tenant relationship between such renter and sublessee and the PARK directly.**

Upon the expiration of the sublease new permission must be obtained to re-sublease the **HOME** or the **SPACE**. This new permission may be in writing and may be withheld at the sole discretion of **PARK** or its successors in interest.

In addition to the foregoing rights to sublease, **HOMEOWNER(S)** may sublease the **HOME** in accordance with the rights provided under the Mobilehome Residency Law (for medical emergencies and hardships). Management shall have the right to inspect the sublease **AGREEMENT**, screen the prospective sub-tenant, and charge a reasonable fee for the screening process all as provided therein.

HOMEOWNER(S) further agree to defend and indemnify **PARK** and **PARK** Management from any claims, liabilities, or actions brought by **HOMEOWNER'S(S')** sublessee, renters, tenants, family, guests, invitees, licensees, visitors, contractors, or delivery persons ("**HOMEOWNER'S PARTIES**") for any action brought against the **PARK** or **PARK** management by any person arising out of conduct related to the **HOMEOWNER'S PARTIES** conduct within or use of the **PARK** Subleasing not approved or in any way inconsistent with this **AGREEMENT** is void. "Subleasing" includes the rental of the **HOME** and **SPACE**, including any short-term rental such as "AirBnB" or "VRBO", "home sitting", "housesitting", "house-watching", "caretaking", home-swapping, subleasing with an option to purchase, and purchase contracts

unless in such circumstances the purchaser is bona fide and has been approved in accordance with Civil Code §798.74 and becomes the registered owner of the **HOME**. Subleasing also refers to contractors who occupy the **SPACE** or **HOME** in the absence of the **HOMEOWNER**, for whatever purpose.

HOMEOWNER: _____

HOMEOWNER: _____

- 25. OFFER AND NEGOTIATION.** **HOMEOWNER(S)** have requested this lease because they believe its terms are more advantageous to them than the lease or other rental agreement they may now have, or that has been offered them. The terms of this lease are the result of negotiations between **HOMEOWNER(S)** and **PARK**.

HOMEOWNER: _____

HOMEOWNER: _____

- 26. NOT A SECURED OR SECURITY PARK.** **HOMEOWNER(S)** acknowledge that **PARK** is not a "security community" or a "secured community." No representations or warranties have been made that **PARK** is secure from theft or other criminal acts which may be perpetrated by any homeowner, resident, guest or other person. **HOMEOWNER(S)** hereby agree to release and discharge and to hold **PARK** free and harmless against any criminal activities, property damage or personal injury to **HOMEOWNER(S)**, the members of **HOMEOWNER(S)**' family, guests, or other persons of all types and kinds without limitation. This release establishes a release of liability no greater than the fullest extent permitted by law and shall not be construed otherwise.

FUTURE RESERVATION OF SURVEILLANCE FOR COMMON AREAS: **PARK** reserves the right to monitor, by audio and visual equipment including a surveillance camera and recording equipment, common areas of the **PARK** including, without limitation, streets, clubhouse, swimming pool and parking areas.

- 27. LIMITATION OF USE.** The **HOME** and premises shall be used for the private residential purposes of **HOMEOWNER(S)** and no business or commercial activity of any nature shall be conducted thereon; however, the **HOME** may be used for professional, in-home office style business provided that the customers nor deliveries (Beyond the reasonable deliveries for residential use) come to the **SPACE**. No persons other than the **HOMEOWNER** and/or **RESIDENTS** listed on the first page of this **AGREEMENT**, may reside at the premises without the prior written consent of **PARK**.

- 28. GENERAL RELEASE BY HOMEOWNER(S) AND RESIDENT(S).** **HOMEOWNER(S)**, on behalf of itself and any **RESIDENT(S)** residing in the **HOME**, acknowledge this **AGREEMENT** contains substantial concessions by **PARK** to **HOMEOWNER(S)** and **RESIDENT(S)** and in consideration for these concessions including but not limited to the schedule of rent increases listed above, **HOMEOWNER(S)**, on behalf of itself and any **RESIDENT(S)** residing in the **HOME**, hereby generally and specifically release **PARK**, its owners, officers, operators, employees, managers, attorneys, agents and property management company, and their respective successor and assigns (collectively the "Released Parties") from any claims, damage, injury, loss, expense or inconvenience they have suffered or may have suffered, known or unknown, latent or patent, by any act or omission, deliberate or negligent done or caused to be done, by the Released Parties done on or any time before the execution of this **AGREEMENT**.

HOMEOWNER(S), on behalf of itself and any **RESIDENT(S)** residing in the **HOME**, acknowledge and agree that this release applies to all claims for injuries, damage, or loss to **HOMEOWNER(S)** and **RESIDENT(S)** person and property, real or personal (whether those injuries, damages, or losses are known or unknown, foreseen or unforeseen, or patent or latent) that **HOMEOWNER(S)** may have against **PARK**, its owners, agents, employees and Baldwin Pacific Group and **HOMEOWNER(S)** and **RESIDENT(S)**

hereby waive the application of California Civil Code Section 1542.

HOMEOWNER(S), on behalf of itself and any **RESIDENT(S)** residing in the **HOME**, certify that they have read the following provision of California Civil Code Section 1542:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known to him or her must have materially affected his or her settlement with the debtor.

And indicate that fact by signing their initials here:

HOMEOWNER: _____ HOMEOWNER: _____

HOMEOWNER(S), on behalf of itself and any **RESIDENT(S)** residing in the **HOME**, understand and acknowledge that the significance and consequences of this waiver of California Civil Code §1542 is that even if **HOMEOWNER(S)** should eventually suffer additional damage arising out of any existing action or condition, whether negligent or deliberate or any inaction of those released above, those injuries or damages would be waived by their signature(s) on this lease. Furthermore, **HOMEOWNER(S)**, on behalf of itself and any **RESIDENT(S)** residing in the **HOME**, acknowledge they intend these consequences even as to claims for damages that may exist as of the date of this release but which they do not know exist, and which, if known to them would materially affect their decisions to execute this release, regardless of whether their lack of knowledge is the result of ignorance, oversight, error, negligence or any other cause.

Nothing contained in this Paragraph 28 or elsewhere in this **AGREEMENT**, the Rules and Regulations or other residency documents of the **PARK** shall have the effect of an **AGREEMENT** to release, indemnify and hold harmless the Released Parties for the gross negligent or willful misconduct of the Released Parties or from a breach by **PARK** or any other person, of this **AGREEMENT** or the breach of any other duty owed by **PARK** or any other person to Resident or to any other person as to future actions or conditions which do not exist and which are therefore not released herein. However, **PARK** shall not be liable for any loss, damage or injury of any kind whatsoever to the person or property of any **HOMEOWNER(S)** or to any of the residents, family members, employees, guests, invitees, permittees or licensees of any **HOMEOWNER(S)** or to any other person whomsoever caused by any use of the **PARK** or **SPACE**, which is the result of any defect in improvements erected thereon, or arising from any accident in the **PARK** or **SPACE** arising from any fire or other casualty thereon or arising from any cause whatsoever to the fullest extent of the law, unless such occurrence may not be consensually released as a matter of law.

HOMEOWNER(S), on behalf of itself and any **RESIDENT(S)** residing in the **HOME**, agree(s) to indemnify, hold harmless and defend the Released Parties for all liability, damage, damages, injury, loss, debts, suits, actions, claims, demands, causes of action, judgments, and expenses, including the provision of a defense, attorney's fees and costs, resulting from or alleged to have resulted from **HOMEOWNER'S(S')** (including **RESIDENT(S)**, **HOMEOWNER'S** guests, invitees, permittees, agents and employees) negligent, willful, or intentional conduct, or arising from the condition or the maintenance, or lack thereof, or any other act or omission, with respect to the **HOME**, **SPACE**, vehicle(s), equipment, accessory structures, property, improvements, common areas or all of them.

29. CERTAIN USES AND ABANDONMENT PROHIBITED. The **HOME** and **SPACE** shall be used for the private residential purposes of **HOMEOWNER(S)** and no business or commercial activity of any nature shall be conducted thereon, except that a "home business" which does not have clients, service providers or delivery persons frequenting the **HOMEOWNER(S)** **SPACE** may be operated from the **HOME**.

HOMEOWNER(S) shall not vacate or abandon the **HOME** or **SPACE** at any time during the term of this **AGREEMENT** or renewal except as provided in Paragraph 19 of this **AGREEMENT**. **HOMEOWNER(S)** shall not use the **SPACE** or allow or tolerate the use of the **SPACE** for any purpose which would breach the covenant of quiet enjoyment of another **HOMEOWNER(S)** or Resident. Enforcement of this **AGREEMENT**, the Rules and Regulations and the provisions of other documents and conditions of tenancy are a private matter between **PARK** and **HOMEOWNER(S)**, and the enforcement or the lack thereof shall not result in any damage or injury to or claim by **HOMEOWNER(S)**. **HOMEOWNER(S)** also agree(s) that **HOMEOWNER(S)** is/are not a third-party beneficiary of any **AGREEMENT** between **PARK** and **PARK** Management and any other residents or person(s). With regard to the enforcement of the Rules and Regulations and other conditions of tenancy, **HOMEOWNER(S)** agree that it is **HOMEOWNER(S)'S** responsibility to first attempt to reach a reasonable resolution of any problems or complaints **HOMEOWNER(S)** may have with other Homeowners, Residents, occupants, Guest or invitees thereof, before the **PARK** is asked to take any action. No more than two (2) persons per bedroom, plus one (1) additional person, may occupy the **HOME** without **PARK'S** prior written consent. (Bedroom is defined as a sleeping room as designed by the manufacturer of the **HOME** and excluding interior modifications.)

a. **HOMEOWNER(S)** also shall indemnify and defend the **PARK** (and all agents and employees) for damage or injury caused by **HOMEOWNER(S)** or Residents, including their family members, guests, including without limitation visitors, vendors or workmen, or occupants of the **SPACE**.

b. If **HOMEOWNER(S)** sues another **HOMEOWNER** or **RESIDENT** for injunctive relief due to quiet enjoyment issues, **PARK** shall be relieved of any obligation to do the same for the benefit of either **HOMEOWNER** or **RESIDENT**. **PARK** may seek to terminate the tenancy of one or both such **HOMEOWNER(S)** or **RESIDENTS**, or seek other relief including without limitation, injunctive relief, but has no duty to seek other relief. **PARK** shall not be required to terminate any tenancy if peace and order is restored by compliance with the injunction.

c. If **HOMEOWNER(S)** becomes embroiled in any conduct or condition which is a matter to be handled by peace officers, such conduct or condition constitutes grounds for termination of tenancy as a substantial annoyance or injunctive relief.

d. The promises, duties and conditions of this **AGREEMENT** are a private matter of contract between **HOMEOWNER(S)** and **PARK**. This **AGREEMENT** is not for the benefit of any other person. **HOMEOWNER(S)** waive any claim against the **PARK** that may be made for the decision or policy to refrain from enforcement of Rules and Regulations, including covenants to maintain the peace and quiet.

30. IMPROVEMENTS. All trees planted on the premises as well as all structures, including fences permanently embedded in the ground, blacktop, or concrete, or any structure permanently attached to the ground, shall become the property of **PARK** as soon as they are installed and may not be removed by the **HOMEOWNER(S)** without the prior written consent of the **PARK**. **HOMEOWNER(S)** shall be responsible for routine maintenance of all of the above at **HOMEOWNER(S)'S** sole expense and shall be completely responsible for each of them, although they are the property of the **PARK**, who may remove them at **PARK'S** option.

31. HOLD-OVER TENANCY/RENEWAL. At the expiration of the initial **TERM** of this Lease, **HOMEOWNER(S)** will be offered a choice of the following: a lease for the period of twelve (12) months or a lease agreement for such lesser period as **HOMEOWNER(S)** may request; or may be offered a lease agreement for such longer period as **HOMEOWNER(S)** and **PARK** may agree upon at that time. The terms of the lease agreement for a period of twelve (12) months shall not differ from the terms of any lease for a lesser period during that same period. Should **HOMEOWNER(S)** fail or refuse to execute any of the offered leases **HOMEOWNER(S)** agree **HOMEOWNER(S)** will be a month-to-month tenant

and that tenancy will be governed by the terms of this **AGREEMENT**, except as to term. **HOMEOWNER'S(S)**' monthly rent for the first month following the expiration of the **TERM** of this **AGREEMENT** will be the same monthly rent **HOMEOWNER(S)** were paying during the last month of this lease and thereafter rent may be increased by the terms of the rental **AGREEMENT** **HOMEOWNER(S)** choose, or as allowed by law at that time.

- 32. NO WAIVER.** Any waiver or the failure of the **PARK** to take action in any respect because of (a) any breach of a term, covenant, or condition, contained herein or (b) the violation of a **PARK** rule, shall not be a waiver of that term or rule. The subsequent acceptance of rent by **PARK** shall not be a waiver of any preceding breach, or violation of **PARK** rules including failure to pay rent and utilities timely. Acceptance of rent shall not reinstate or create a tenancy. Acceptance of **MONTHLY BASE RENT** by a party other than **HOMEOWNER(S)** shall not extend any tenancy rights to the person who wrote such check.

Conditional acceptance of rent pending approval of tenancy shall not be deemed to create a tenancy or waive any requirements applicable to tenancy, purchaser application or approval requirements or assignment or transfer requirements. Acceptance of rent shall constitute no waiver of rule violations, substantial annoyance, or other grounds for the termination of tenancy specified under the Mobilehome Residency Law. Acceptance of rent after service of a notice to terminate tenancy as specified in California Civil Code Section 798.55 or §798.57 shall not waive, affect or prejudice the notice. Nor shall routine service of other notices, management communications, or other actions or omissions of the management waive, prejudice, or affect the right to terminate tenancy, process a purchaser application and approve a tenant for tenancy, or otherwise affect the rights of management. Possession of rent by the resident manager shall not be acceptance until actually approved by the **PARK**; accordingly, the receipt by or the tender of payment to the resident park manager shall be conditional and for custody purposes only until approved and accepted by the **PARK**.

PARK may exercise any right under the terms of this **AGREEMENT**, or these rules and regulations as amended or modified or any other right of the management under applicable law, and do so at any time subsequent to the date such right became effective hereunder, and do so retroactively to the date the right initially became effective or enforceable and demand performance from such inception through to and including the date of the demand and thereafter; any such delay, forbearance, whether intentional or inadvertent in enforcing any such right shall not be construed as a waiver, release or acquittal, accord and satisfaction, settlement in whole or part; shall not constitute an estoppel, or laches; and, shall not render any such right unenforceable or be a defense against enforcement of such rights from the time such right could first be exercised and thereafter.

- 33. TIME IS OF THE ESSENCE.** Time is of the essence of this **AGREEMENT**.

- 34. INTERPRETATION.** Each provision of this **AGREEMENT** is separate, distinct, and individually enforceable. In the event any term, condition, requirement or provision of this **AGREEMENT** is declared to be unlawful or unenforceable, the validity of all other terms, conditions, requirements or provisions shall not be affected and shall remain in full force and effect. This **AGREEMENT** shall be construed in a neutral manner and as though each of the parties jointly drafted it.

- 35. REFERENCES TO STATUTES, ORDINANCES OR REGULATIONS.** All references to any statute, ordinance or regulation shall be deemed to include any deletion, addition, modification or any other change to the referenced statute, ordinance or regulation and the **PARK** shall enforce the deleted, additional, modified or otherwise changed requirement. Any such change, will also act as a legal change to this **AGREEMENT**, EXCEPT AS OTHERWISE PROVIDED HEREIN OR BY LAW.

- 36. INSPECTION OF THE PREMISES.** By signing this **AGREEMENT**, **HOMEOWNER(S)**

acknowledge **HOMEOWNER(S)** have carefully inspected the **SPACE** rented (or to be rented) and all the **PARK'S** facilities and have found them to be in every respect as represented by **PARK** to the **HOMEOWNER(S)** in the **MPRA Disclosure Statement** form attached hereto and incorporated herein by reference and to the extent that they are not exactly as represented, accept them as they are.

HOMEOWNER: _____ HOMEOWNER: _____

- 37. SUBORDINATION.** This Lease and any leasehold interest which may be created by it shall be subordinate to any encumbrance of record before or after the date of this **AGREEMENT** affecting the **PARK**, any and all buildings or other improvements therein, and/or the land of which the **SPACE** leased to **HOMEOWNER(S)** is a part. Such subordination is effective without any further act of **HOMEOWNER(S)**; **HOMEOWNER(S)** agree however, to execute and deliver any documents or instruments which may be required by any lender to effectuate any subordination promptly upon request by **PARK**. If **HOMEOWNER(S)** fail to execute and deliver any such documents or instruments, **HOMEOWNER(S)** hereby irrevocably constitute and appoint the owner and/or managers of **PARK** as **HOMEOWNER(S)**' special attorney-in-fact to execute and deliver any such documents or instruments.
- 38. EFFECT OF THIS AGREEMENT.** **HOMEOWNER(S)** agree this **AGREEMENT** contains the entire **AGREEMENT** between the parties regarding the rental of **SPACE** within **PARK**. All prior rental, lease or occupancy agreements, or negotiations or stipulations concerning this matter which preceded or accompanied the execution of this **AGREEMENT** are conclusively deemed to have been superseded by this written **AGREEMENT**. This **AGREEMENT** completely supersedes and replaces any prior **AGREEMENT** of the parties, whether in writing or oral.
- 39. ALTERATION OF THIS AGREEMENT.** This **AGREEMENT** may be altered by the **HOMEOWNER(S)** only by written **AGREEMENT** signed by all of the parties or by operation of law. This **AGREEMENT** may be altered by **PARK** by written **AGREEMENT** signed by all of the parties, or in any manner provided for by the Mobilehome Residency Law or other applicable law.
- 40. CHARGES FOR MAINTENANCE OF SPACE (CC §798.36).** **PARK** may charge a reasonable fee for services relating to the maintenance of the **SPACE** described above at (A) in the event the **HOMEOWNER(S)** fail to maintain the **SPACE** in accordance with the **PARK'S** rules. The **PARK** will provide **HOMEOWNER(S)** written notification of their failure to maintain the **SPACE**, stating the specific condition to be corrected and an estimate of the charge to be imposed by management if the services are performed by management or its agent. **HOMEOWNER(S)** will then have fourteen (14) days after notice to comply by correcting the condition.
- 41. RULES AND REGULATIONS.** The Rules and Regulations of the **PARK**, as amended from time to time, are hereby incorporated into this **AGREEMENT** as though fully set forth at this point. By execution of this **AGREEMENT** the **HOMEOWNER(S)** represent and warrant that they have received a copy of the Rules and Regulations of the **PARK**, have read and understood the Rules and Regulations of the **PARK** and agree to abide by the Rules and Regulations of the **PARK** as amended from time to time.

HOMEOWNER: _____ HOMEOWNER: _____

- 42. CONDEMNATION.** If the **SPACE** or any portion of the facilities in the **PARK** are taken by the power of eminent domain or sold by **PARK** under the threat of said power (all of which is herein referred to as "condemnation"), this **AGREEMENT** shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If more than twenty percent (20%) of the **SPACE**, or more than twenty percent (20%) of the land area of the **PARK** is taken by

condemnation, or upon first threat of condemnation or while condemnation proceedings are pending, notices intent to condemn or action to condemn the **PARK** is filed, or other action which relates thereto, either **PARK** or **HOMEOWNER(S)** may terminate this Lease. This termination will be affected by giving notice in writing of such election within twenty (20) days after **PARK** shall have notified **HOMEOWNER(S)** of such taking or, in the absence of such notice, then within twenty (20) days after the condemning authority shall have taken possession, or upon first threat of condemnation or while condemnation proceedings are pending, precondemns, notices of intent to condemn or files a condemnation action or other action which relates thereto.

If this **AGREEMENT** is not terminated by either **PARK** or **HOMEOWNER(S)** as provided herein above, then it shall remain in full force and effect as to the portion of the **PARK** remaining.

All awards for the taking of any part of the Premises or any payment made under the threat of the exercise of the power of eminent domain shall be the property of **PARK**, whether made as compensation for the diminution of the value of the leasehold or for the taking of the fee or as severance damages; provided, however, that **HOMEOWNER(S)** shall be entitled to any award for loss of or damage to **HOMEOWNER(S)**' **HOME** and removable personal property, including storage sheds, awnings, skirtings and patios.

Each party hereby waives the provisions of Code of Civil Procedure §1265.130 allowing either party to petition the Superior Court to terminate this **AGREEMENT** in the event of a partial taking of the Premises.

Rent shall not be abated or reduced during the period from the date of taking until the completion of restoration by **PARK**, if any, and all other obligations of **HOMEOWNER(S)** under this **AGREEMENT** shall remain in full force and effect.

43. SEX OFFENDER INFORMATION NOTICE (California Civil Code Section 2079.10a). Pursuant to California Civil Code Section 2079.10a, **PARK** is required to provide you with the following notice:

NOTICE: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP code in which he or she resides.

The law further provides that based on this notification, **PARK** is not required to provide information in addition to that contained in the notice regarding the proximity of registered sex offenders; the information in the notice shall be deemed to be adequate to inform the lessee or transferee about the existence of a statewide data base of the locations of registered sex offenders and information from the data base regarding those locations. The information in the notice shall not give rise to any cause of action against the disclosing party by a registered sex offender. PLEASE NOTE: **PARK**, its owner and management are only permitted to investigate the ability of the prospective homeowner to pay rent and to comply with the rules and regulations of the Community pursuant to Civil Code §798.74. **HOMEOWNER(S)** and **RESIDENT** are therefore encouraged to further investigate in this regard to the extent deemed necessary and appropriate.

44. HOMEOWNER(S) HOME. **HOMEOWNER(S)** is responsible for maintaining homeowner's and personal property insurance covering the **HOME**, any structures located on the **SPACE** and all personal items located within the **HOME** or on the **SPACE**. **PARK** may maintain insurance on the common area improvements located within the **PARK** but reserves the right to not maintain any such insurance. If all or a substantial part of the **PARK** is damaged or destroyed by fire, earthquake, flood, or other natural disaster or catastrophe, and if the cost of repairs and rebuilding exceed Two Hundred, Fifty Thousand

Dollars (\$250,000.00), or if, in the **PARK'S** sole opinion, the balance of the **PARK** is not suitable for the operations of a manufactured home community, then the **PARK** may terminate this **AGREEMENT** upon sixty (60) days written notice to **HOMEOWNER(S)**. **PARK** may exercise this option even if the loss to the **PARK** may be covered all or in part by insurance.

45. NO RECORDING. HOMEOWNER(S) agree(s) not to record this **AGREEMENT** or a memorandum of this **AGREEMENT**. Any recording shall constitute a breach of this **AGREEMENT** and rules and regulations. **HOMEOWNER(S)** shall not claim a homestead affecting the title to the **PARK** or to the interest of the owner therein. In the event a lien, demand or claim is filed against the **PARK** as a result of actions or conduct of **HOMEOWNER(S)**, **HOMEOWNER(S)** shall cause it to be immediately removed and resolved without cost or expense to **PARK**.

46. NO THIRD PARTY BENEFICIARIES. HOMEOWNER(S) agree that the enforcement of this **AGREEMENT**, the Rules and Regulations and the provisions of other documents and conditions of tenancy are a private matter between the parties and the enforcement or the lack thereof shall not result in any damage or injury to, or claim by **HOMEOWNER(S)**. **HOMEOWNER(S)** also agree that they are not a third party beneficiary of any **AGREEMENT** between **PARK** and any other **HOMEOWNER** or person(s).

47. EXHIBITS ATTACHED TO AGREEMENT: The following exhibits or addendum are attached to and incorporated into this Agreement as though set forth in full:

Addendum Regarding Mold and Ventilation Requirements
MPRA Disclosure Statement (for new **PARK** residents only)
Pet Agreement (attached to the **PARK'S** Rules and Regulations)
Swimming Pool Agreement
Dispute Resolution Agreement
Rules and Regulations
Mobilehome Residency Law

48. ACKNOWLEDGMENT. HOMEOWNER(S) on behalf of him/her/them-selves and the **RESIDENTS** listed in this **AGREEMENT**, acknowledge they have received copies of this **AGREEMENT** together with a copy of the **PARK RULES** and a copy of the Mobilehome Residency Law (California Civil Code), and further, that each and all of them have read and understand each of these documents. **HOMEOWNER(S)** understand that by executing this **AGREEMENT** they will be bound by its terms and conditions.

HOMEOWNER(S) are solely responsible for and agree to provide his/her/their **RESIDENTS**, **INVITEES**, **GUESTS**, or any other person regardless of status copies of this **AGREEMENT** together with a copy of the **PARK RULES**.

HOMEOWNER(S) AGREE **PARK**, ITS MANAGER AND OWNERSHIP HAS NOT REQUIRED THIS LEASE TO BE SIGNED, NOR REQUIRED **HOMEOWNER(S)** TO PURCHASE, RENT, OR LEASE ANY GOODS OR SERVICES FROM THE **PARK**, ITS MANAGEMENT OR ANYONE ELSE. BY SIGNING THIS LEASE, THE UNDERSIGNED "CONSENT" TO THE RULES IT CONTAINS PURSUANT TO CALIFORNIA CIVIL CODE SECTION 798.25.

HOMEOWNER FURTHER ACKNOWLEDGES:

A. I/we have been offered a long-term lease agreement for a period of 20 years.

- B. I/we have been given the right to consider signing any and all of these rental agreements for thirty (30) days from the date offered.
- C. I/we understand that I/we have seventy-two (72) hours from the date I/we sign this **AGREEMENT** to cancel it. I/we have been given a separate Notice of Rescission that I/we may fill out and send to Owner within seventy-two (72) hours after I/we sign this **AGREEMENT** and receive a fully signed copy of this **AGREEMENT**.
- D. I/we understand that I/we have the right to reject the long-term rental agreement and instead to accept a rental lease or agreement for a period of twelve (12) months or such lesser period as I/we may request pursuant to California Civil Code §798.18.
- E. I/we have been advised by the **PARK** to take this **AGREEMENT** to a Lawyer and obtain a lawyer's advice before signing it (select applicable box):
- ☐ I/we have taken **PARK'S** advice and have taken this **AGREEMENT** to a lawyer before signing it. The lawyer is (name): _____
Address: _____
Telephone: _____ FAX: _____
- ☐ Despite **PARK'S** advice, I/we have declined to seek legal advice before signing this **AGREEMENT**.

THE PARTIES HEREBY ENTER INTO THIS LEASE AGREEMENT THE DATE LISTED UNDER THE SPACE AND LEASE INFORMATION ABOVE.

Dated: _____ Time: _____ a./p.m.

Dated: _____ Time: _____ a./p.m.

HOMEOWNER

HOMEOWNER

Dated: _____ Time: _____ a./p.m.

Dated: _____ Time: _____ a./p.m.

RESIDENT

RESIDENT

OCEAN BLUFFS ESTATES

By: _____
Title: _____

Date: _____ Time: _____ a./p.m.

OCEAN BLUFFS ESTATES

ADDENDUM REGARDING MOLD AND VENTILATION REQUIREMENTS

This addendum is hereby incorporated into the Long-Term Space Lease ("AGREEMENT") entered into by and between **PARK** and the **HOMEOWNER(S)** named in the **AGREEMENT** pertaining to the **SPACE** as defined in the **AGREEMENT**. All other terms and conditions of the **AGREEMENT** shall remain in full force and effect.

NOW THEREFORE, in consideration of the promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree and acknowledge as follows:

1. Homeowner Acknowledgments Regarding Microbial Growth/Mold.

HOMEOWNER(S), on behalf of itself and the **RESIDENT(S)** occupying the space, acknowledges and affirms that he or she has been advised that the Department of Health Services defines mold as simple, microscopic organisms found virtually everywhere, indoors and outdoors. Mold can be found in/on plants, foods, dry leaves and building materials, etc. Mold spores are very tiny and lightweight, and this allows them to travel through the air. Mold growths can often be seen in the form of discoloration, ranging from white to orange and from green to brown and black. When molds are present in large quantities, they can cause allergic symptoms similar to those caused by plant pollen. Other contaminants, including rodents, insects, spiders, fungi, invasive plants or micro-organisms can cause damage to structures and similar health issues as mold and must be addressed at all times by **HOMEOWNER(S)** at **HOMEOWNER(S)** sole cost and expense. These mold and other contaminant conditions are often the result of moisture intrusion or water leakage inside, around or under the **HOME** or on the **SPACE**, poor maintenance and cleaning practices and failure to properly remove and dispose of trash and rubbish. **HOMEOWNER(S)**, on behalf of itself and **RESIDENT(S)** occupying the **SPACE**, further acknowledges and affirms that the presence of certain kinds of mold, mildew, contaminants and/or other organisms may adversely affect the property and the health of certain individuals, including **HOMEOWNER(S)** and/or his or her guests. **HOMEOWNER(S)**, on behalf of itself and **RESIDENT(S)** occupying the **SPACE**, further acknowledges and affirms that he or she is hereby notified that mold can grow or other contaminants can be found if the **HOME** and/or **SPACE** are not properly maintained or ventilated. If moisture is allowed to accumulate in, around or under the **HOME** and/or **SPACE**, it can cause mold and mildew to grow. It is important that **HOMEOWNER(S)** regularly allow air to circulate in, around and under the **HOME**. It is also important that **HOMEOWNER(S)** keep the interior and exterior of the **HOME** clean and that **HOMEOWNER(S)** promptly repair any leaks, moisture problems, and/or mold growth.

2. HOMEOWNER(S) Acknowledgments Regarding SPACE Drainage.

HOMEOWNER(S), on behalf of itself and **RESIDENT(S)** occupying the **SPACE**, acknowledges and affirms that he or she has had the full and complete opportunity to inspect the **SPACE** and has found the **SPACE** to be in good and sanitary order, condition and repair and in all respects as represented, either orally or in writing, to **HOMEOWNER(S)** by **PARK** and management of the **PARK**. **HOMEOWNER(S)**, on behalf of itself and **RESIDENT(S)** occupying the **SPACE**, further acknowledges and affirms that the **SPACE** is properly graded and compacted for proper water drainage purposes, and is in compliance with all applicable statutes and codes regarding lot drainage.

3. HOMEOWNER(S) Responsibilities.

HOMEOWNER(S), on behalf of itself and **RESIDENT(S)** occupying the **SPACE**, agrees to maintain the **SPACE** in a manner that prevents the occurrence of the growth of mold or mildew in, on, under or around the **HOME**, **SPACE** and **PARK**. **HOMEOWNER(S)** acknowledges that routine visual inspections for mold growth or signs of water damage and wetness as well as locating sources of mold by smell are the most reliable methods for identifying the presence of mold/mildew and that the presence of mold/mildew should be addressed by

HOMEOWNER(S) immediately.

HOMEOWNER(S), on behalf of itself and **RESIDENT(S)** occupying the **SPACE**, agrees to keep the **HOME** and **SPACE** free of dirt and debris that can harbor mold.

HOMEOWNER(S), on behalf of itself and **RESIDENT(S)** occupying the **SPACE**, agrees to immediately repair any water intrusion, such as plumbing leaks, drips, or "sweating" pipes.

HOMEOWNER(S), on behalf of itself and **RESIDENT(S)** occupying the **SPACE**, agrees that no landscaping, trees, flowers, shrubs, irrigation systems, concrete, asphalt, planter boxes, or any other barrier affecting the flow of drainage or water may be planted or maintained on the **SPACE** in any way so as to allow the accumulation of standing water in, about, or under the **HOME** or accessory structures located on the **SPACE**. **HOMEOWNER(S)** agrees to properly vent any skirting installed around the **HOME** and its accessory structures.

HOMEOWNER(S), on behalf of itself and **RESIDENT(S)** occupying the **SPACE**, agrees to immediately dry out and thoroughly clean and repair after overflows from bathroom, kitchen, or **HOME** laundry facilities, especially in cases where the overflow may have permeated walls or cabinets.

HOMEOWNER(S), on behalf of itself and **RESIDENT(S)** occupying the **SPACE**, agrees to use bathroom fans while showering or bathing.

HOMEOWNER(S), on behalf of itself and **RESIDENT(S)** occupying the **SPACE**, agrees to use exhaust fans while cooking, dishwashing, or cleaning.

HOMEOWNER(S), on behalf of itself and **RESIDENT(S)** occupying the **SPACE**, agrees to use all reasonable care to close all windows and other openings at the **SPACE** to prevent outdoor water from penetrating into the interior of the **HOME**.

HOMEOWNER(S), on behalf of itself and **RESIDENT(S)** occupying the **SPACE**, agrees to clean and dry any visible moisture on windows, walls, and other surfaces, including personal property, as soon as reasonably possible. (Note: Mold can grow on damp surfaces within 24 to 48 hours.)

HOMEOWNER(S), on behalf of itself and **RESIDENT(S)** occupying the **SPACE**, agrees to properly maintain and immediately repair any problems with the water heaters, washing machines, dishwashers, air conditioners or heating systems and plumbing fixtures in the **HOME** and its accessory structures so as to assure that there is no leakage to the subfloor or under or around the **HOME** at the **SPACE**.

HOMEOWNER(S), on behalf of itself and **RESIDENT(S)** occupying the **SPACE**, agrees to clean and repair all down spouts, rain gutters, and down spout extensions on a regular basis so as to ensure that they are functioning properly.

HOMEOWNER(S), on behalf of itself and **RESIDENT(S)** occupying the **SPACE**, on behalf of itself and **RESIDENT(S)** occupying the **SPACE**, agrees to consult with qualified professionals regarding installation, ventilation and related issues before making any modifications or repairs to the **HOME** and/or **SPACE**.

HOMEOWNER(S), on behalf of itself and **RESIDENT(S)** occupying the **SPACE**, is prohibited from bringing any personal property into the **PARK**, **HOME** or **SPACE** that may contain mold, especially "soft possessions" such as sofas, mattresses and pillows.

These responsibilities are in addition to the listed **HOMEOWNER(S)** responsibilities set out in the **AGREEMENT**, the **RULES** and the *Mobilehome Residency Law*.

4. HOMEOWNER(S) Indemnification of PARK.

HOMEOWNER(S), on behalf of itself and **RESIDENT(S)** occupying the **SPACE**, agrees to be responsible for any damage in any way connected with the accumulation or drainage of water, including any damage to the **HOME** or accessory structures located on the **SPACE** and/or the presence of mold, mildew, contamination and/or fungus of any kind occurring due to the responsibility of **HOMEOWNER(S)** as set forth in the **AGREEMENT** and this Addendum.

HOMEOWNER(S), on behalf of itself and **RESIDENT(S)** occupying the **SPACE**, agrees to defend, indemnify and hold harmless **PARK**, its agents, officers, directors, shareholders, partners, members, attorneys, employees, and property management companies and their respective successors and assigns (collectively the "**Released Parties**") from and against any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees and costs that the Released Parties may sustain or incur as a result of the negligence, or improper maintenance by **HOMEOWNER(S)** or any guest or other person living in, occupying, or using the **SPACE** as noted in this Addendum or in the **AGREEMENT**, and from any and all claims, including attorneys' fees and costs, together with all costs and expenses, arising from or in any way connected with the accumulation or drainage of water from, on, and across the **SPACE**.

HOMEOWNER(S) failure to make necessary repairs that result in mold growth or other contamination in and around other areas of the **PARK** shall be the sole liability of **HOMEOWNER(S)**.

HOMEOWNER: _____ HOMEOWNER: _____

5. HOMEOWNER(S) Duty to Report Mold and Contamination.

HOMEOWNER(S) shall immediately report to **PARK** in writing any observable signs of moisture intrusion, mold and/or other contamination at the **HOME** and **SPACE**. **HOMEOWNER(S)** shall give such notice in writing to the **PARK'S** manager by registered U.S. Mail (return receipt requested) within forty-eight (48) hours of **HOMEOWNER(S)** discovery of any such signs of moisture intrusion, mold and/or other contamination.

HOMEOWNER(S) shall also immediately report to **PARK** any leaks affecting the **HOME** such as roof, plumbing or window leaks. **HOMEOWNER(S)** shall further immediately report to **PARK** any overflows from kitchen, bath or laundry facilities. **HOMEOWNER(S)** shall take all necessary measures to ensure that such moisture intrusion/mold is corrected immediately and does not spread to other areas of the **PARK**.

6. AGREEMENT In Full Force and Effect.

HOMEOWNER(S) acknowledges and affirms that all other terms and conditions of the **AGREEMENT** remain in full force and effect.

[signatures on following page]

IN WITNESS WHEREOF, an authorized representative of the **PARK** and **HOMEOWNER(S)** have executed this Addendum as of the day and year written below.

Dated: _____

Dated: _____

HOMEOWNER

HOMEOWNER

Dated: _____

Dated: _____

RESIDENT

RESIDENT

OCEAN BLUFFS ESTATES

By: _____

Date: _____

Title: _____

SAMPLE

OCEAN BLUFFS ESTATES

DISPUTE RESOLUTION AGREEMENT RESOLUTION OF CERTAIN DISPUTES BY THE PARTIES, MEDIATION, REFERRAL TO RETIRED JUDGE (per California Code of Civil Procedure §638(1))

It is the objective of the undersigned **HOMEOWNER(S)** (as is further defined in that certain Long-Term Space Lease between the parties hereto) and **PARK** (defined to mean Ocean Bluffs Estates, including its owners, managers, operators, agents, employees, successors and assigns) to establish procedures to facilitate the informal and inexpensive resolution of any dispute involving any of the following by mutual cooperation including, without limitation:

1. Failure of **PARK** to maintain any common facility or the **SPACE** (to the extent the **PARK** may be obligated) within the **PARK**.
2. Review of a rental increase pursuant to Paragraph 3.5 of the Long-Term Space Lease.
3. The civil violation of any United States, California, city or county law, ordinance, administrative decision, regulation, or rule by **PARK**.
4. Any economic loss of any kind **HOMEOWNER(S)** contend **HOMEOWNER(S)** have suffered for personal injury, reduction in value of **HOMEOWNER(S)**' manufactured home, emotional distress, loss of consortium, or any other loss or suffering caused by any deliberate or negligent act of **PARK**, **PARK** Management and their respective owners, managers, agents, employees, licensees, management company or successors in interest, whether arising prior to, on, or since the date of the **HOMEOWNER'S(S)** initial occupancy of the **SPACE**.
5. Any violation of the Mobilehome Residency Law by either party.

Only disputes involving eviction under the provisions of California Civil Code §798.56 and those outlined herein below shall be excluded from this Dispute Resolution Agreement.

To accomplish this objective, **PARK** and **HOMEOWNER(S)** agree to solely follow the procedures set forth in this Dispute Resolution Agreement if and when a dispute arises regarding the items listed in 1 through 4 above. All capitalized terms used herein shall have the meaning ascribed thereto as set forth in the Long-Term Space Lease as previously and separately entered into by and between **PARK** and **HOMEOWNER(S)**.

A. INFORMAL ATTEMPT TO RESOLVE

The complaining party shall write a description of the alleged problem involving any matter set forth above and send it to the other by certified or registered U.S. Mail. This letter shall explain the nature of the complaint and refer to the relevant sections of the Mobilehome Residency Law, the Health and Safety Code, this **AGREEMENT**, Title 25 of the California Administrative Code or any other statute, contract or rule of law upon which the complaint is based. The complaining party shall also set forth a proposed solution to the problem, including a specific time frame within which the parties must act.

The party receiving the letter must respond in writing within ten (10) business days of receipt with an explanation, including references to the relevant parts of this **AGREEMENT** and any relevant statutes, administrative code sections or other laws and a response to the proposed solution, but this provision shall not supersede or extend the time to respond to any notice served pursuant to California Civil Code § 798.56, or any other provision of law.

Within ten (10) business days of receipt of this response, the parties must meet and discuss options for resolving this dispute (the "Resolution Meeting"). The complaining party must initiate the scheduling of the resolution meeting.

B. MEDIATION

If the parties cannot informally resolve the dispute, they will mediate upon the earlier of thirty (30) business days after the Resolution Meeting or the selection of a mediator, and before resorting to judicial reference below. The mediation will be held at the office of any accredited referral agency recognized by the Superior Court that is closest to the **PARK**. The complaining party must contact that office to schedule the mediation. The parties may agree on a retired judge from the panel. If they are unable to agree, the agency will provide a list of three available judges and each party may strike one. The remaining judge will serve as mediator at the settlement conference. The parties will equally split the costs of mediation. All rights of discovery under the Code of Civil Procedure shall continue to apply.

C. GENERAL REFERENCE (§638(1) et seq., California Code of Civil Procedure)

- (1) The parties agree that if a dispute arising out of or relating to the issues under Section 1 through 4 set forth on Page 1 above is not resolved under (A) or (B) above, then the dispute shall be heard (the "hearing") by a judicial reference as provided in California Code of Civil Procedure Sections 638 through 645.1.
- (2) The parties agree to the appointment of a single referee and shall use their best efforts to agree on the selection of the referee. If the parties are unable to agree upon a referee within then (10) calendar days of a written request to do so by either party, either party may thereafter seek to have a referee appointed under California Code of Civil Procedure Sections 638 through 640.
- (3) **HOMEOWNER(S)** and **PARK** agree that general reference must be initiated within one (1) year after the complaining party first notifies the other of the dispute. The failure to initiate general reference within the one-year period shall constitute an absolute bar to the institution of any new proceeding on those particular claims. Such absolute bar shall be in addition to any previous bar by any other provision of this **AGREEMENT** or as may be provided by California law.
- (4) The parties agree that the selected or appointed referee shall have the power to decide all issues in the action or proceeding, whether of fact or of law, and shall report a statement of decision thereon within thirty (30) days after the hearing is closed. The Award shall be final and binding, and enforceable under Code of Civil Procedure Section 644.
- (5) All rights of discovery under the Code of Civil Procedure apply.
- (6) Judgment upon the award rendered by the referee(s) may be entered in any court having jurisdiction.
- (7) During the pendency of the reference proceeding, each party shall pay one-half of the cost thereof, upon the conclusion of the reference proceeding, the referee shall take into consideration the requests of each party, the facts and circumstances and the final determination (and if applicable, the provisions of Paragraph 3.5.E) and shall award the attorney fees and proceeding costs as the referee determines to be reasonable. Such reimbursement shall be included in any judgment or final order issued in the reference proceeding.
- (8) Except as otherwise required by law, each party shall keep the referenced proceeding, discovery obtained and the testimony and evidence presented therein confidential.

- (9) **HOMEOWNER(S)** and **PARK** understand and agree that they are **WAIVING RIGHT TO A JURY TRIAL**, but only for the matters identified in Section 1 through 5 set forth on Page 1 of this Agreement.

D. BINDING ARBITRATION. In the event (i) the mediation of the parties is not able to resolve any Dispute (excluding those items not subject to referral in paragraph E below) that arises between them, and (ii) a Court finds, for any reason, that the Dispute is not subject to referral as set forth in paragraph C above, the controversy shall be submitted to arbitration on the written request of one either party to the other. The parties shall (i) first attempt to agree upon an arbitrator with at least five (5) years' experience in arbitrating real estate matters; and if an agreement cannot be reached then (ii) each party appoint one (1) arbitrator with at least five (5) years' experience in arbitrating real estate matters, which two arbiters shall then appoint a third arbitrator who shall hear and decide the final matter. The arbitration shall be conducted in accordance with JAMS Streamlined Arbitration Rules; provided however, the arbitrator shall have the right to grant such discovery in its reasonable discretion.

A hearing on the matter to be arbitrated shall take place before the arbitrator in the City of San Diego, California (or in such location as mutually agreed by the parties), the time and place to be selected by the arbitrator. The arbitrator shall give each party written notice of the time and place at least fifteen business days before the date selected. At the hearing, any relevant evidence may be presented by either party, and the formal rules of evidence applicable to judicial proceedings shall not govern. Evidence may be admitted or excluded in the sole discretion of the arbitrator. The arbitrator shall hear and determine the Dispute and shall execute and acknowledge the award in writing and cause a copy of the writing to be delivered to each of the parties.

The decision of the arbitrator, based upon written findings of fact and conclusions of law, shall be binding upon the parties; and judgment in accordance with that decision may be entered in any court having jurisdiction thereof. In no event shall the arbitrator be authorized to grant any punitive, incidental or consequential damages of any nature or kind whatsoever.

E. MATTERS NOT SUBJECT TO REFERRAL (pursuant to the provisions of §638(1) of California Code of Civil Procedure)

HOMEOWNER(S) and **PARK** agree that the following itemized disputes shall not be subject to the referral procedure(s) (or arbitration if applicable) set forth herein, but instead shall be litigated before the courts and pursuant to the laws of the State of California.

1. All actions for unlawful detainer within the parameters of California Civil Code §798 or any other applicable statute or rule of law currently in effect or hereafter enacted.
2. Actions for forcible detainer.
3. Actions for injunctive, declaratory and/or equitable relief.
4. Actions regarding payment of fees per California Civil Code §798.36.
5. Actions for unpaid rent upon breach of AGREEMENT or abandonment.
6. Actions relating to abandonment or a warehouse lien.
7. Actions for foreclosure.

[signatures on following page]

**I HAVE READ, UNDERSTOOD AND AGREE TO THE TERMS SET FORTH IN THIS DISPUTE
RESOLUTION AGREEMENT.**

Dated: _____

Dated: _____

HOMEOWNER

HOMEOWNER

OCEAN BLUFFS ESTATES

By: _____

Date: _____

Title: _____

SAMPLE

OCEAN BLUFFS ESTATES

RIGHT OF FIRST REFUSAL AGREEMENT

This Right of First Refusal Agreement ("ROFR Agreement") is made by and between the undersigned **HOMEOWNER(S)** (as is further defined in that certain Long-Term Space Lease between the parties hereto) and **PARK** (defined to mean Ocean Bluffs Mobile Home Estates, hereinafter known and referenced as "Ocean Bluffs Estates" including its owners, managers, operators, agents, employees, successors and assigns) whereby for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned **HOMEOWNER(S)** hereby grant to **PARK** a right of first refusal to purchase **HOMEOWNER(S) HOME** located on the **SPACE** within the **PARK** as further set forth below.

If **HOMEOWNER(S)** receive a bona fide offer from an unrelated party to purchase the **HOMEOWNER(S) HOME**, that offer including all terms of the offer shall be submitted by **HOMEOWNER(S)** to **PARK** (the "OFFER"), and **PARK** shall have ten (10) days to agree to purchase the **HOME** upon the same terms as outlined in the **OFFER**. **PARK** will notify **HOMEOWNER(S)** of its intention to purchase the **HOME** on the same terms as the **OFFER** by sending a Notification of Intent to Exercise Right of First Refusal to **HOMEOWNER(S)** by U.S. First Class Mail at **HOMEOWNER(S)**' home address set forth in the Long Term Lease Agreement

If **PARK** does not send Notification of Intent to Exercise Right of First Refusal to **HOMEOWNER(S)** within ten (10) days or otherwise elects not to exercise the rights granted herein, **HOMEOWNER(S)** will be free to sell the **HOME** to the third-party buyer tendering the original **OFFER**. If for any reason the third-party buyer does not purchase the **HOME**, **HOMEOWNER(S)** will repeat this procedure with any subsequent offers to purchase and will follow the procedures in set forth in this **ROFR Agreement**. If the originally offering party and the **HOMEOWNER(S)** negotiate a reduction in the purchase price of the **HOME** for any reason and such reduction is equal to or greater than ten percent (10%) of the original purchase price listed in the **OFFER**, **HOMEOWNER(S)** shall provide **PARK** with the revised purchase price and provide **PARK** with an additional five (5) business days to elect to exercise its right pursuant to this **ROFR Agreement**.

Nothing in this **ROFR Agreement** is intended to limit, prohibit or restrict **HOMEOWNER(S)** right and ability to transfer title of the **HOME** into any estate or business planning entity such as a trust or between family members.

IN WITNESS WHEREOF, an authorized representative of the **PARK** and **HOMEOWNER(S)** have executed this **ROFR Agreement** as of the day and year written below.

Dated: _____

Dated: _____

HOMEOWNER

HOMEOWNER

OCEAN BLUFFS ESTATES

By: _____

Date: _____

Title: _____

OCEAN BLUFFS ESTATES

Manufactured Home Community Park Rental Contract Disclosure Statement

THIS DISCLOSURE STATEMENT CONCERNS THE PARK KNOWN AS BAYSCENE MOBILE HOME PARK LOCATED AT LOCATED AT 100 WOODLAWN AVENUE, CHULA VISTA, CALIFORNIA 91910.

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE COMMUNITY AND COMMUNITY COMMON AREAS AS OF THE _____ DAY OF _____, 20____ IN COMPLIANCE WITH *CALIFORNIA CIVIL CODE SECTION 798.75.5*.

THIS IS NOT A WARRANTY OF ANY KIND BY THE PARK OWNER OR PARK MANAGEMENT AND IS NOT A SUBSTITUTE FOR ANY INSPECTION BY THE PROSPECTIVE HOMEOWNER/LESSEE OF THE SPACE TO BE RENTED OR RENTAL CONTRACT OR OF THE PARK, INCLUDING ALL COMMON AREAS REFERENCED IN THIS STATEMENT. THIS STATEMENT DOES NOT CREATE ANY NEW DUTY OR NEW LIABILITY ON THE PART OF THE MOBILEHOME PARK OWNER OR MOBILEHOME PARK MANAGEMENT OR AFFECT ANY DUTIES THAT MAY HAVE EXISTED PRIOR TO THE ENACTMENT OF SECTION 798.75.5 OF THE CIVIL CODE, OTHER THAN THE DUTY TO DISCLOSE INFORMATION REQUIRED BY THIS STATEMENT.

Are you (the mobilehome park owner/mobilehome park manager) aware of any of the following:

A. Community or common area facilities	B. Does the park contain this facility?		C. Is the facility in operation?		D. Does the facility have any known substantial defects?		E. Are there any uncorrected park citations or notices of abatement relating to the facilities issued by a public agency?		F. Is there any substantial, uncorrected damage to the facility from fire, flood, earthquake, or landslides?		G. Are there any pending lawsuits by or against the park affecting the facilities or alleging defects in the facilities?		H. Is there any encroachment, easement, non-conforming use, or violation of setback requirements regarding this park common area facility?	
	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
Clubhouse														
Walkways														
Streets, roads and access														
Electric utility system														
Water utility system														
Gas utility System														
Common area lighting system														
Septic or sewer system														
Playground														
Parking areas														
Swimming pool														
Spa pool														
Laundry														

A. Community or common area facilities	B. Does the park contain this facility?		C. Is the facility in operation?		D. Does the facility have any known substantial defects?		E. Are there any uncorrected park citations or notices of abatement relating to the facilities issued by a public agency?		F. Is there any substantial, uncorrected damage to the facility from fire, flood, earthquake, or landslides?		G. Are there any pending lawsuits by or against the park affecting the facilities or alleging defects in the facilities?		H. Is there any encroachment, easement, non-conforming use, or violation of setback requirements regarding this park common area facility?	
	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
Other common area facilities*														

* If there are other important Community or Common Area facilities, Rental Contract specify (attach additional sheets if necessary): _____

If any item in C is checked "no", or any item in D, E, F, G, or H, is checked "yes", Rental Contract explain (attach additional sheets if necessary): _____

The mobilehome park owner/park manager states that the information contained herein has been delivered to the prospective homeowner/lessee a minimum of three (3) days prior to execution of a rental Contract and is true and correct to the best of the park owner/park manager's knowledge as of the date signed by the park owner/manager.

Park Owner/Manager: _____ Date: _____

I/WE ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THE PARK OWNER/MANAGER STATEMENT.

Prospective Homeowner
 Lessee: _____ Park Owner/Manager: _____
 Date: _____

Prospective Homeowner
 Lessee: _____ Park Owner/Manager: _____
 Date: _____

OCEAN BLUFFS ESTATES

IMPORTANT NOTICE TO ALL MANUFACTURED HOME/MOBILEHOME OWNERS: CALIFORNIA LAW REQUIRES THAT YOU BE MADE AWARE OF THE FOLLOWING:

The Mobilehome Residency Law (MRL), found in Section 798 et seq. of the Civil Code, establishes the rights and responsibilities of homeowners and park management. The MRL is deemed a part of the terms of any park rental agreement or lease. This notice is intended to provide you with a general awareness of selected parts of the MRL and other important laws. It does not serve as a legal explanation or interpretation. For authoritative information, you must read and understand the laws. These laws change from time to time. In any year in which the law has changed, you may obtain one copy of the full text of the law from management at no charge. This notice is required by Civil Code Section 798.15(j) and the information provided may not be current.

Homeowners and park management have certain rights and responsibilities under the MRL. These include, but are not limited to:

1. Management must give a homeowner written notice of any increase in his or her rent at least 90 days before the date of the increase. (Civil Code Section 798.30)
2. No rental or sales agreement may contain a provision by which a purchaser or a homeowner waives any of his or her rights under the MRL. (Civil Code Sections 798.19, 798.77)
3. Management may not terminate or refuse to renew a homeowner's tenancy except for one or more of the authorized reasons set forth in the MRL. (Civil Code Sections 798.55, 798.56) Homeowners must pay rent, utility charges, and reasonable incidental service charges in a timely manner. Failure to comply could be grounds for eviction from the park. (Civil Code Section 798.56)
4. Homeowners, residents, and their guests must comply with the rental agreement or lease, including the reasonable rules and regulations of the park and all applicable local ordinances and state laws and regulations relating to mobilehomes. Failure to comply could be grounds for eviction from the park. (Civil Code Section 798.56)
5. Homeowners have a right to peacefully assemble and freely communicate with respect to mobilehome living and for social or educational purposes. Homeowners have a right to meet in the park, at reasonable hours and in a reasonable manner, for any lawful purpose. Homeowners may not be charged a cleaning deposit in order to use the park clubhouse for meetings of resident organizations or for other lawful purposes, such as to hear from political candidates, so long as a homeowner of the park is hosting the meeting and all park residents are allowed to attend. Homeowners may not be required to obtain liability insurance in order to use common facilities unless alcohol is served. (Civil Code Sections 798.50, 798.51)
6. If a home complies with certain standards, the homeowner is entitled to sell it in place in the park. If you sell your home, you are required to provide a manufactured home and mobilehome transfer disclosure statement to the buyer prior to sale. (Civil Code Section 1102.6d) When a home is sold, the owner is required to transfer the title to the buyer. The sale of the home is not complete until you receive the title from the seller. It is the responsibility of the buyer to also file paperwork with

the Department of Housing and Community Development to register the home in his or her name.
(Civil Code Sections 798.70–798.74)

Management has the right to enter the space upon which a mobilehome is situated for maintenance of utilities, trees, and driveways; for inspection and maintenance of the space in accordance with the rules and regulations of the park when the homeowner or resident fails to maintain the space; and for protection and maintenance of the mobilehome park at any reasonable time, but not in a manner or at a time that would interfere with the resident's quiet enjoyment of his or her home.

7. (Civil Code Section 798.26)

A homeowner may not make any improvements or alterations to his or her space or home without following the rules and regulations of the park and all applicable local ordinances and state laws and regulations, which may include obtaining a permit to construct, and, if required by park rules or the rental agreement, without prior written approval of management. Failure to comply could be grounds for eviction from the park. (Civil Code Section 798.56)

8.

In California, mobilehome owners must pay annual property tax to the county tax collector or an annual fee in lieu of taxes to the Department of Housing and Community Development (HCD). If you are unsure which to pay, contact HCD. Failure to pay taxes or in lieu fees can have serious consequences, including losing your home at a tax sale.

9.

For more information on registration, titling, and taxes, contact: the Department of Housing and Community Development www.hcd.ca.gov (800) 952-8356; your County Tax Collector; or call your local county government.

10.

SAMPLE