

CASCADIANS, INC.

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CASCADIANS, INC.

A CALIFORNIA NONPROFIT MUTUAL BENEFIT CORPORATION

Vista Cascade Mobilehome Park

- Resident Owned -

Rules and Regulations

1. Purpose of Rules: These Rules and Regulations are binding on all residents of this mobilehome park and on their guests or visitors, as well as Park Management. Park Management promulgates them after consultation with Park population for the purpose of preserving uniformity and quality of standards, convenience and enjoyment of all persons interested in the Park.

Other corporate documents may address matters included in these Rules and Regulations. In all cases of conflicting statements or interpretation these Rules and Regulations shall prevail.

2. All Senior Community: This Park has been constructed, developed and managed for the particular purpose of providing a convenient, secure and enjoyable place for the residents. At least 80% of the units in the Park will be occupied by at least one equity member fifty-five (55) years of age or older; provided however, the minimum age for residency in the Park is forty-five (45) years of age. It is to the advantage and well being of all residents, present and future, that Management admits into the Park only prospective residents who qualify under such description. No one will be denied residency or tenancy in the Park on the basis of race, color, religion, sex, national origin, ancestry, disability or marital status.

REF: Bylaws Cascadians, Inc., 2.03.7 (Age Restrictions)

3. Guests: A resident shall not be charged a fee for a guest who stays with him/her for less than 20 consecutive days or a total of 30 days in a calendar year. Such a guest will be required to register with the Management after 30 days to assist Management in the event of an emergency. Guest will be required to vacate upon moving or death of Equity Member. Board may approve an extended time for guests to remain at the premises.

The guest(s) shall comply with provisions of the Rules and Regulations of the Park including regulations for parking vehicles and RV's.

A resident shall not be charged a fee based on the number of members in his/her immediate family.

Rules and Regulations

Guest (continued)

A resident who is living alone and wishes to share his/her mobilehome with one person may do so, and a fee shall not be imposed by Management for that person, provided that person meets the requirements of the Fair Housing Amendments Act of 1988 (HR 1158); and shall qualify with the same background check and interview as new equity members prior to residency. The person shall be considered a guest of the resident and any agreement between the resident and the person shall not affect the terms and conditions of the agreement between Management and the resident. When roommate vacates home, Management will be notified prior to the person terminating residency in the park.

4. Resident's Meetings:

a. Resident Meetings: Meetings by residents of mobilehomes in this Park, relating to Park living and affairs, may be held in any Park community recreation halls or facilities if such meetings are held at reasonable hours when the hall or facility is not otherwise in use. All such meetings must be booked through the Manager's office.

b. Private Affairs: The card rooms, kitchen or main hall may be reserved by a resident for a private affair, subject to Management approval, when the date does not conflict with a clubhouse activity. Make your reservation early and submit an application and reservation form to the office. No "for profit" by individual affairs shall be held in the clubhouse.

The applicant is responsible for cleaning and damage. A deposit is required; the Board of Directors will set the amount which is payable to the Corporation prior to the affair. Upon satisfactory inspection for damage and proper clean-up following the affair, the deposit will be refunded.

c. Alcoholic beverages: Alcoholic beverages are not allowed in the clubhouse or on the grounds except for special functions approved by the Management.

d. Park Event: The Board of Directors must approve any Park event where the public is invited.

5. Amendments to Rules and Regulations: When Management proposes an amendment to the Park's Rules and Regulations, the residents shall be consulted. To do this, a written notice shall be given to all residents ten (10) days or more prior to the meeting setting forth the date, time, and location of the meeting and the proposed amendment to be discussed.

Rules and Regulations

Amendments to Rules and Regulations (continued)

A rule or regulation of the Park may be amended at any time with or without the consent of a resident, or without consent upon written notice to resident of not less than six (6) months; except for regulations applicable to recreational facilities which may be amended without resident consent upon written notice of not less than 60 days. Written notice to a new resident, whose tenancy commences within the required period of notice, of a proposed amendment shall constitute compliance with this section where written notice is given to resident before the inception of their tenancy.

Any change in laws affecting these Rules and Regulations, shall automatically become applicable and become a part of these Rules and Regulations.

Ref: Bylaws, Cascadians, Inc., 5.02.12

6. Notices from Enforcement Agencies: Any notice of violation to the mobilehome or mobilehome Park standards, laws, regulations or ordinances received by resident from Park Management, Cascadians, Inc., Board of Directors or any federal, state or local enforcement agency with jurisdiction must be attended to fully no later than by the time limit given within the notice.

Ref: Bylaws, Cascadians, Inc. 5.02.11 (Termination and/or
Suspension of Membership and Occupancy)

7. Annoying Conduct: No resident or guests thereof may engage in any conduct within the mobilehome, or at their space, or anywhere in the Park, which may be reasonably determined by Management to constitute a substantial annoyance to other residents. Any disturbing noise shall cease between the hours of 10:00 p.m. and 7:00 a.m. Upon notice from the Management to desist such activities, the resident shall immediately comply.

If the resident believes that such conduct is unreasonably categorized as an annoyance, then such resident may request a meeting with Cascadians, Inc. Board of Directors to discuss the issue, after which Cascadians, Inc., Board of Directors will determine whether or not to demand that the resident refrain from any further such conduct.

Ref: Bylaws, Cascadians, Inc., 3.15.4
Title 25, Article 25, Par. 1704 (d)

Rules and Regulations

8. Compliance with Rules and Regulations: All residents and their guests shall fully comply with all these Rules and Regulations. All residents must keep themselves continuously informed as to the purport of these rules in their present form or as they may be amended from time to time, and will have the responsibility of keeping their guests informed as may be appropriate on any occasion. If Management believes, or has reason to believe, any resident is in default under these rules, then such resident shall receive at least one written notice of an alleged violation thereof, giving the resident at least seven (7) days to adhere to the rule to avoid further ramifications or fines. (See Addendum #2)

Ref: Bylaws, Cascadians, Inc., 3.15.4, 5.02.12

9. Monthly Payments:

a. Cascadians, Inc. will bill the resident for utilities, debt service, reserves, maintenance, special assessment and TV programming. A late charge of ten dollars (\$10.00) shall be charged with respect to any payment not received within 15 days of the 1st of each month. TV programming service may be disconnected if the resident's account becomes delinquent. Disconnect and reconnect charges may apply.

b. Utilities:

Each space is equipped with individual meters for measuring the actual consumption of gas and electricity. These meters must be kept accessible and will be read by appointed Cascadians, Inc. staff for the amounts actually consumed.

Ref: Bylaws Cascadians, Inc. 3.15.3

10. Right of Entry by Management of Cascadians, Inc.: Management shall not enter the mobilehome of resident without prior written consent, except in the case of an emergency or when the mobilehome is abandoned. If resident consents in writing to entry by management into the mobilehome, such consent may be revoked in writing by resident at any time. Management may enter upon the land on which the mobilehome is situated for maintenance of utilities, for protection of the Park and to maintain the premises in accordance with the Rules and Regulations of the Park. When resident fails to comply, then Management may enter at a reasonable time that does not interfere with resident's quiet enjoyment.

Rules and Regulations

11. Motor Vehicles: Speed limit in the Park is 10 MPH. Exceeding the speed limit could endanger your right to operate a motor vehicle in the Park. Excessively noisy motorcycles or motorbikes may not be ridden within the Park. (Motorcycles must be ridden from mobilehome to entrance only). Motorcycles must be parked in carport, not on the walkway to the mobilehome. All vehicles using the street must be: (1) operable, (2) license must be current and visible, and (3) operator's license must be valid.

Resident may wash cars in their own driveway if no soap or detergent is used. Cars may be washed with soap or detergent in the designated area of the RV parking area. Any minor repairs, including oil changes, can be done only in the RV area, and the resident or their contracted employee must dispose of all oil and solvents in an environmentally safe manner.

12. Parking: State law prohibits on-street Parking except for emergency vehicles, brief stops, pick-ups, deliveries, or vehicles necessary for repair or service stops. Parking space is provided on each lot for at least two (2) passenger vehicles without extending into the street. Designated Parking areas are provided for guests. If your visitor will be at your residence for more than a brief time, they must park on your driveway or in the areas designated for visitors. Residents shall not park any camper, trailer, boat, or motor home at their space, except for loading and unloading purposes. Long-term or repeated Parking of a vehicle by residents in the areas provided for guests is not permitted except for special needs and must be approved by the Park Management. Violators will be cited.

Ref: Vehicle Code 22658: and Title 25, Par. 1106

13. Pets: Cascadians, Inc. allows homeowners to have one pet. You may find yourself living next to neighbors who have a garden they treasure so a few regulations must be observed in order that neighbors may live together harmoniously. If residents intend to have a pet, they must sign a PET AGREEMENT.

Please Note: In keeping with Vista City Code 18.3.010 by law multi-residential units are only allowed one adult dog or one adult cat per dwelling unit

"Pet" means any domesticated animal, bird, cat, dog, small aquatic animal kept within an aquarium or other animal as agreed between the Management and the homeowner. No barnyard animals, including bunnies, snakes or potbelly pigs will be allowed.

Rules and Regulations

Pets: (continued)

- a. Acceptance of a pet may depend on its size, breed, and temperament. Guide, Signal and Service dogs will be exceptions with proof of proper certification.
- b. The pet must be seen and registered with the Office Manager before it can be kept in the Park.
- c. If any pet becomes a nuisance i.e., barking, aggressive action or, in the case of cats, spraying, it must be removed from the Park.
- d. The Park encourages pets be spayed or neutered; however, if a pet has a litter, the litter must be removed from the Park at six (6) weeks or shortly thereafter.
- e. Any pet must be on a short leash when outside the home, in order to control it, and never allowed to run loose.
- f. Permission for a small fenced area or a run on your lot must be approved.
- g. Pets need not be on a leash provided they cannot escape from the fenced area to roam freely. **DROPPINGS MUST NOT BE LEFT ON THE GROUND.**
- h. No pets are allowed in the clubhouse, around the pools, or in the laundry area.
- i. When walking, your pet must be controlled and confined to the street. **Any DROPPINGS MUST BE PICKED UP IMMEDIATELY.**
- j. Guests visiting with pets must adhere to these rules.

Ref: Title 25, Article 10, Par. 1608

14. Antennas and Flagpoles: Residents may not erect any antenna or flagpole, without prior written approval. To request approval, an Architectural Approval Request Form must be submitted for review and recommendations by the Architectural Committee; before final approval or exception by the Board of Directors. A "dish" antenna up to 18 inches in diameter may be erected, but its location is subject to approval by the above process.

15. Air Conditioners: Homeowner shall not install any window, room or rooftop air conditioner without the prior written permission of the Management.

16. Clotheslines: The Park provides drying lines in the yard adjacent to the laundry room. NO clothes, towels, materials or laundry may be hung outside your home.

Rules and Regulations

17. Laundry Room: Laundry room is open 7:00 a.m. to 8:00 p.m. Leave machines clean and dryers lint free. If a resident has a need to use the laundry before or after hours a key will be available from the office for a \$5.00 fee, which is refundable upon return of the key. This may be arranged with the Office Manager.

18. Improvements:

a. Mobilehome move-ins: The Architectural Committee must approve plans for placement of a home or a shed, with final approval by Board of Directors. (See Addendum #1) A used home more than 10 years old cannot be brought into the park. Approved skirting, awnings, steps, porches and landscaping are required within sixty (60) days of occupancy. A storage shed must meet State specifications and Park approval. Consult with Park Architectural Committee BEFORE starting any type of construction for compliance with federal, state and local laws.

b. Purchase of on-site mobilehome: The mobilehome must be in good repair and appearance within sixty days (60) of occupancy. Resident shall not make any changes or improvements without first obtaining written permission from the Management, i.e., adding any porches, awnings, skirting, fences, trellises, or landscaping, nor dig any holes or other excavations. In instances where a permit may be required, secure permit before beginning work.

c. Fences: Fences in the Park are not to exceed 42" in height. All fence plans are to be submitted to the Architectural Committee and then to the Board of Directors for approval. Upon completion inspection and approval will be made by Architectural Committee with final approval by Board of Directors. The property must be accessible at all times; i.e., no locks. The Board of Directors will settle any disputes.

Fences installed prior to December 31, 1990 not meeting Park rules in effect at that time will be allowed to remain nonconforming until ownership of the mobilehome changes. Fences must then conform to Park rules in effect on January 1, 1991.

d. Privacy Screening: Begin a minimum of 2' off the ground; maximum height 6' (COV) City of Vista: 16' maximum length per section with reasonable breaks between sections. To be made of a maintainable material (such as plastic lattice) must be framed, no plain lattice panels without framing allowed. Architectural approval required.

e. Awnings, porches, steps, storage buildings, etc.: Must stay a minimum of three (3) feet from the lot line. Driveways and carport supports must be placed within the lot line. Architectural approval required.

Rules and Regulations

f. Pools, swimming, lap, above or below ground: As of October 19th, 2023, installation of any swimming pools shall not be allowed on individual space/lots.

19. Maintenance: Resident must maintain the mobilehome in good repair and presentable fashion and the exterior space in a clean, orderly and weed-free condition. Only standard patio furniture, barbecue equipment, in good condition, bicycles and wheel chairs (manual or electrical) may be kept outside the home. No barbecue equipment on any porches.

Shed(s) and homes shall be kept painted, in good repair and free of rust. Nothing may be stored on the roof of any shed or under the mobilehome. Approval must be obtained from the Architectural Committee regarding size, location and choice of color(s) with final approval by the Board of Directors.

- a. Any major new landscaping plans must be submitted to the Landscape Committee with final approval by the Board of Directors.
- b. Trees and shrubs must be trimmed back from street curb and property lines to maintain a neat and clean appearance. Clearance of greenery around Park lights must be maintained for maximum lighting of streets.
- c. Trimming and maintaining all trees and shrubs shall be done in a manner which prevents the development of a root structure that causes cracking, buckling, or otherwise interfering with the street, driveway, underground utilities or other Park common areas.
- d. If resident fails to comply with this rule after receiving a fourteen (14) day written notice of his/her violation of this rule, Cascadians, Inc., may take over the maintenance of the space and bill the homeowner for such services.
Ref. Title 25, Article 10, Par. 1704 (b)(10)

20. Inspection: An in-depth exterior and yard inspection will be made at various intervals during the year by Management to assist you in maintaining the high standards of Vista Cascade Mobilehome Park. Residents will receive written notice of inspection date and standards prior to the inspection.

Rules and Regulations

20. Inspection (continued)

a. No homeowner may plant a tree within the mobilehome Park without first obtaining written permission from the Landscape Committee. Any new landscaping plans must be submitted to the Landscape Committee before final approval by the Board of Directors.

Consideration will be given to planned planting in order to avoid cracking buckling, or otherwise interfering with the street, driveway, underground utilities, or other Park common areas.

Equity members are totally responsible for their driveway and walkway.

b. Park Management shall be solely responsible for the trimming, pruning or removal of any tree and the costs thereof with respect to trees in the common areas of the Park.

21. Notification of intent to sell Mobilehome: Resident shall give written notice to the Management prior to terminating tenancy in the Park.

22. Advertisement of Mobilehome: Residents are permitted to advertise the sale or exchange of their mobilehome. When selling, advertisement is restricted to placing a sign no larger than 24" wide and 36" high in the window of the mobilehome, or a sign posted on the side or front of the mobilehome facing the public street. The sign shall state the name, address and telephone number of the owner of the mobilehome or his/her agent. No other advertising of mobile homes is permitted anywhere else within the Park. Following close of Escrow all signage must be removed. **MOBILEHOMES FOR SALE MUST BE LISTED AT THE OFFICE.**

23. Estate/Moving Sale: In the event a resident is moving or, for the families of a resident who has passed away, they may have a sale limited to two days following approval by the Board of Directors. (Contact Office Manager for procedure.)

24. Standards for Resale/New Home Installation: An inspection shall be made by the Park Architectural Committee and a list of improvements that either the present owner or prospective buyer must accomplish or agree to accomplish before approval of the new resident is granted. (See rules 15, 18, 19 and 20. Addendum #1, Architectural Standards requirements may also apply).

Buyers may not move into the Park until approved by the Cascadians, Inc. Board of Directors.

Rules and Regulations

24. Standards for Resale/New Home Installation (continued)

If the mobilehome is to be removed from the space or a new home is to be brought in, a refundable fee of \$500 is required. The fee will be refunded when the space has been freed of debris and, if any, damages repaired. (See Addendum #1 Architectural Standards.)

25. **Trash Bins:** Residents shall deposit in appropriate bins all trash and litter except recyclables, located within the Park. If individual garbage or trashcans are used at your space, they must be kept inside the home or not be visible to the public. All garbage must be wrapped in plastic bags, and small cartons shall be **flattened** or cut up before being deposited in Park trash or recyclable bins. There is a special bin for heavy cardboard boxes, large cartons and shipping boxes. These boxes are required to be **flattened** also.

NEWSPAPERS: may include shredded paper, shiny ads, magazines, cracker, cookie and cereal boxes etc. flattened

GLASS: only NO pottery, NO crockery

TIN CANS and PLASTIC: NO plastic bags

YARD WASTE: NO garbage, NO cement, NO asphalt, NO plastic bags

HEAVY CARDBOARD BIN: ALL boxes and cartons **flattened**.

26. **Recreational Rules:**

a. The swimming pool, clubhouse and facilities located within the Park are for the use of residents, their families and escorted guests. A resident must escort guests when guests are using these recreational facilities. Resident and guest must abide by posted pool and spa rules. In cases where prior approval by the management has been obtained, a resident need not be present. The following rules govern the use of the pool and spa.

- (1) Pool hours are from 9:00 AM to 10:00 PM daily for adults. Persons under eighteen (18) may use the pool area only from 9:00 AM to 12:00 noon and again from 4:00 PM to 6:00 PM. A resident must be present at all times. No one under the age of eighteen (18) is allowed in the spa at any time.

Rules and Regulations

26. Recreational Rules (continued)

- (2) All persons using these facilities do so at their own risk.
WARNING: NO LIFEGUARD ON DUTY
- (3) Running and unnecessary noise are not permitted in the pool and spa area. No diving or jumping into pool or spa is allowed. Only appropriate swimwear permitted: "cutoffs" are not appropriate swimwear. Do not use bathrooms for changing from street clothes to swimwear.
- (4) No glass containers of any kind are permitted in the pool/spa area. Food and drink are not permitted in the pool area unless in unbreakable containers.
- (5) No one is permitted in the clubhouse in wet bathing suit or bare feet. In the event there is a need to use the restrooms, all persons must towel dry and wear slippers before entering the clubhouse via the backdoor.
- (6) Toddlers must wear "swim diapers".
- (7) Showers are mandatory before using the pool. No shampoo and soap routine after use of pool, only a "rinsing" shower.

Ref: California Health and Safety Code: 116045

b. Shuffleboard and Billiards

1. Shuffleboard

- (a) Do not walk on the playing surface.
- (b) If people are waiting to play, a maximum of two (2) games per person is allowed.
- (c) Children under eighteen (18) may play only when accompanied by a resident.
- (d) Return equipment to storage room and leave courts clean when finished.

Rules and Regulations

26. Recreational Rules (continued)

2. Billiard Room:

- (a) Children under eighteen (18) are not allowed in the billiard room.
- (b) Do not sit on the tables.
- (c) If people are waiting to play, a maximum of two (2) games per person is allowed.
- (d) No smoking is permitted in the billiard room.
- (e) Food or beverages are not permitted in the billiard room.
- (f) Tables are to be left clean for the next player(s).

27. Clubhouse and other facilities: The clubhouse and all facilities will be open during the hours posted at those facilities.

NOTE: No one under eighteen (18) years of age is permitted to play BINGO.

No (lighted) candles will be allowed in the clubhouse at anytime.

The management of Vista Cascade will be responsible for maintenance of all areas within and around the clubhouse areas. The Office Manager of Vista Cascade will be called immediately (If not available, a Board member should be called.) in the event of an emergency or disturbance in the clubhouse or common area.

28. Posted Rules: Posted speed limits, pool rules and any other posted notices are to be considered a fixed part of these Rules and Regulations. The Management reserves the right to amend these rules at any time.

29. Complaints: Complaints of any nature must be submitted to the Board of Directors in writing. Inquire at the office for the appropriate forms.

30. Disclaimer: If a senior resident becomes disabled to the point they require live-in health care, live-in supportive care, or supervision it shall not change the terms and conditions of the equity agreement between Management and the resident. Park Management shall not be required to manage, supervise, or provide for this person's care during his or her stay in the Park.

Rules and Regulations

31. **Acknowledgement of Receipt of Cascadians, Inc. Rules and Regulations:**

Resident acknowledges that he/she has received a copy of these Rules and Regulations, has read and understands the provisions therein, and agrees to be bound by the terms thereof.

Executed on this _____ day of _____, 20_____

In the County of San Diego, State of California

CASCADIANS, INC.

RESIDENT

By: _____
(Signature)

Address: 1600 East Vista Way
Vista, CA 92084

(Signature)

(Signature)

(Date)

Space # _____

The Park shall not be liable for any personal injury or damages to resident's property as a result of any violation of these Rules and Regulations.

- CASCADIANS, INC. -

Architectural Standards & Procedures to be used when a Proposal is made to move a house into Vista Cascade Mobilehome Park

Since the opening of the park in 1971, Vista Cascade Mobilehome Park has held high ratings and has been a preferred place to reside. The open spaces separating the homes, the curving streets and how well everything has been maintained are important considerations for these ratings. The following procedural guidelines have been established by Cascadians, Inc., to be followed when a proposal is made to move a house onto a lot in the Park:

1. The owners(s) of the house shall present a scale drawing showing how the house is to be placed on the lot. The drawing will be provided by Cascadian, Inc. and must conform to the following requirements:

The word "mobilehome" as used in the following shall consist of the basic home, plus attached structures, if any, i.e., California room, porches, etc.

- A. The minimum distance required for the separation of the mobilehome from any other mobilehome shall be ten (10) feet from side to side.
- B. The mobilehome shall be located a minimum of three (3) feet from all lot lines.
 1. In exceptional cases, consideration will be given to variance of the three (3) foot minimum on the front and driveway sides of the home.
 2. If the house is not new, a colored picture of it must be submitted together with documentation to prove age (i.e., bill of sale, certificate of registration etc.). Used homes over 10 years old cannot be brought into the park.
 3. Awnings, porches, steps, etc. must stay a minimum of three (3) feet from the lot line. Sheds shall be placed on the driveway side of the home.
 4. All houses brought into the Park shall have copper wiring, gutters, composition roof, and house-type siding to the ground (no skirting) and comply with current manufactured housing building code requirements.

2. The lot must be completely prepared (trees and shrubs removed, utilities moved (if necessary), before the house can be brought into the Park. The agent/contractor/owner responsible for placing the mobilehome on the lot shall be required to provide scheduling notice to the Office Manager for all stages of lot preparation, as well as unit delivery and installation.

3. APPROVAL PROCESS: Plans shall be submitted to the (1) Office Manager, (2) then to the Architectural Committee, (3) then to the Board of Directors, with recommendations for Board action. If the proposal meets all requirements, the following procedures shall be followed:

- A. Prospective resident must complete application for equity membership to live in Park.
- B. Credit check of prospective resident application must be made by management.
- C. A scheduled meeting with the Board of Directors and the prospective resident, at which time verification will be made i.e., age requirement; ensure documentation is in order; if any changes are to be made on the lot or the house (if a used home is being moved in), clarify the changes and any other issues will be resolved before approval/denial of prospective resident.

VISTA CASCADE MOBILEHOME PARK

ARCHITECTURAL STANDARDS FOR HOME REMOVAL/INSTALLATIONS

NEW HOME RESTRICTION

No all electric home shall be installed due to the original park electrical design.

LOT PLACEMENT REQUIREMENTS:

1. Minimum distance required for the separation of the mobilehome from any other mobilehome shall be ten (10) feet from side to side.
2. The mobilehome structure shall maintain a minimum of three (3) foot setback from all lot lines, exception noted in #3. Roof eaves on the street side only may extend into the three (3) foot setback, but not further than the lot line.
3. All structures must maintain a five (5) foot set back from the top of slopes.
4. Awnings, porches, steps, storage buildings, etc. must stay a minimum of three (3) feet from the lot line. Driveways and carport supports must be placed within the lot line.
5. The Broker/Owner will be responsible to see that workmen do not damage property on adjacent lots.
6. A refundable deposit of \$500.00 will be required for assurance that all debris will be removed from the park and any damage to the park is covered.

LOT PREPARATION

1. All utilities must be located, tagged and disconnected before work commences on the lot. This includes the removal of the existing home prior to new home placement.
2. Lot must be completely prepared and utilities moved, if necessary, at the Broker/Owner's expense, before the home is brought into the park. Utilities (phone, electric, etc.) connections may not be left under the home.
3. All vegetation, tree stumps etc., under a structure placement site must be treated or removed to discourage future growth.
4. Broker/contractor/owner is required to provide scheduling notice to the office for all stages of lot preparation, unit removal (if necessary), new unit delivery and installation.

Broker/Agent
Acknowledgement: _____ Date: _____

Dealer Name and Address _____

FINE SCHEDULE

Cascadians Inc. Homeowners Association (the "Association") has the right to enforce the association's governing documents pursuant to the Bylaws. This right includes requesting the violator to cease the offending action, suspending the owner's membership rights, specially assessing the owner, fining the violator, and taking legal action against the violator. Once the Board of Directors is aware of a violation, the Board will investigate the allegation and may take appropriate action against the owner.

A. Due Process: Prior to the imposition of any fine or Special Individual Assessment, the homeowner shall be given notice and an opportunity to appear in person or in writing before the Board of Directors or appropriate committee. Due process will be conducted in a manner consistent with Civil Code section 1363 such that 10 days notice will be given of any hearing and within 15 days after the hearing the owner will be notified in writing of the outcome.

B. Enforcement Guidelines: Generally. Absent special circumstances, the Association will adhere to the following discipline and fine protocol for violations of the governing documents.

(i) Warning Notice: Warning letter and request to correct violation within a reasonable amount of time as determined by the Board or its committee.

(ii) Fine/Hearing Notice: The Fine/Hearing Notice will be sent setting forth the violation and requesting immediate remedial action. Also, the Fine/Hearing Notice will establish a fine amount and set a hearing regarding the fine. In addition to the fine, the Association may also assess attorneys' fees and costs, if any, associated with the enforcement action.

(iii) **Note**: For subsequent violations (2nd, 3rd, etc.) of the same type as prior violations, no Warning Notice will be sent to the owner in violation. Instead the Association will immediately send a Fine/Hearing Notice establishing a fine amount and set a hearing regarding the violation at least ten (10) days from the date appearing on the Fine/Hearing Notice.

First Offense: Up to \$50

Second and Subsequent Offenses: Up to \$100 per occurrence. A "second or subsequent" offense is an identical or similar violation that occurs on a different occasion and will be dealt with accordingly by the Board of Directors.

Continuous Offenses: \$25 per calendar day. A "continuous violation" is one which is uninterrupted and uncorrected over an extended period of time.

Delinquent payment of penalties will accrue interest in the same manner as delinquent homeowner dues, and if not paid over an extended period of time is subject to collection through the courts. The **Cascadians, Inc. Board of Directors** can and will pursue legal remedies.

Note: The Association reserves the right to mal(e any of the above fines a continuing fine which will be assessed monthly to your account until the violation is removed. Additional hearings are not required for the levying of ongoing fines.

Collection Policy
Vista Cascade Mobilehome Park
November, 2011

Cascadians, Inc., which does business as “Vista Cascade” (the “Corporation”), is a stock cooperative formed as part of the acquisition of this community by its then-residents, in 1990. Vista Cascade is not, as of the date of this collection policy, a common interest development governed by the Davis-Stirling Act. Rather, the mechanics of collection of assessments and other obligations due from owners to the Association is governed largely by the documents which form the community and the owner’s relationship with it (for the most part, the Bylaws and the Equity Agreement executed by each owner upon purchase). The following collection policy is created to implement enforcement of the obligations created by those documents.

Your Board has taken a firm stance on collection of late assessments and dues. This policy is not intended to punish late-payers, but to be fair to all homeowners who pay their assessments on time. If late assessments were allowed to accrue, the responsible homeowners would be forced to subsidize those who do not pay. Either assessments would have to be raised, or reserves would dwindle. The Corporation as a whole will suffer financially because of the irresponsibility of a few.

1. Monthly Fees. Each owner pays a monthly fee for operating expenses, and a monthly assessment for debt repayment (to complete owner purchase of the community.) Equity Agreement, paragraphs 5 and 6. These fees are due on the first day of each calendar month.
2. Special Assessments. The Board may also impose special assessments, from time to time, payable at such times or intervals, and on such notice, as the Board shall prescribe, provided, however, that any such assessment shall not exceed five hundred dollars (\$500) per space, unless approved in advance by a majority of the ownership of the Corporation. Bylaws, Section 3.07.
3. Utility Fees. In addition to the monthly fees set forth above, each Owner shall be billed monthly for gas, electricity, and satellite TV as those services are delivered to each Owner’s residence.
4. How Payments Are Made. The management company has been hired to collect assessments (current and delinquent), late fees *and interest*. The company will not accept cash delivered by mail or in person. Personal checks and/or money orders will be accepted, if payable to the Corporation. Overnight payment of an assessment and related charges may be sent to: Cascadians, Inc. c/o HOA Accounting Services, PO Box 97814, Las Vegas, NV 89198.
5. Late Charge, Interest and Collection Costs. Each monthly payment is due on the first day of each calendar month, including utility fees. Each special assessment shall be due on the date specified by the Board when it is levied.

Each payment is late if not received on or before twenty-five (25) days after the date payment is due.

The amount of the late charge is ten dollars (\$10.00). Equity Agreement, paragraph 7. Further, a charge of twenty-five dollars (\$25.00) will be assessed to any account whose check has been returned for Non-Sufficient Funds (NSF).

Interest at the rate of 4.5% per annum will be due and charged on all late payments, commencing 90 days from due date.

Costs of collection, including legal fees, will also be imposed on late assessments and other payments, including the late charges and interest. Bylaws, Section 3.16.

6. How Payments Shall be Applied. Payments will be applied in the following order:

- A. Assessments (monthly dues, special assessments)
- B. Utility Payments.
- C. Late charges
- D. Interest
- E. Legal fees and costs
- F. Fines

7. Liens. The Corporation has a lien on both the owner's membership interest, as well as the owner's mobilehome, for all payments due under the bylaws and equity agreement. The Corporation has the right to demand that an owner execute any paperwork required by law, including a security agreement and/or other appropriate security instrument evidencing the lien, and can file or record such agreement and/or other instrument with the appropriate state, county and/or local government, as necessary to perfect such liens. Bylaws, Section 3.16.

8. Action at Law or Equity. The Corporation has the right to seek satisfaction of the debts described herein either by action at law (a court suit) or by equitable means (action for foreclosure of liens or other relief).

9. Offsets. The Corporation has the right to offset against the Equity Member's equity interest in the corporation all amounts owing by an Equity Member to the Corporation under the Bylaws, the Equity Agreement, and/or any other contract between the Equity Member and the Corporation. Bylaws, Section 3.16. As a condition to delaying collection actions, the Corporation may agree with the heirs, successors, assigns or beneficiaries of a deceased Member to delay collection action on condition that all sums due and owing (including late fees, interest, and legal fees) be paid in a lump sum from proceeds of the transfer of the deceased Member's Equity Share, through equity share transfer. A condition of such agreement shall be that the heir/successor/assign/beneficiary shall, at all times prior to transfer of the equity share,

pay all utility charges when as billed, rather than at time of transfer of equity share. Further, such heir, successor, assign or beneficiary shall execute any and all documents required by Corporation, if any, to secure such payment.

10. Termination of Membership for Nonpayment of Dues or Assessments. In addition to the above, the membership of any member who fails to pay his or her dues or assessments within thirty (30) days following the date the dues or assessments are due shall automatically terminate at the end of such thirty (30) day period, provided such member was given both a fifteen (15) day prior written notice of the termination, stating the reasons therefore and a timely opportunity to be heard on the matter before the board. Bylaws, Section 3.15.3.

11. Payment Plan. Although the Board is not obligated to consider partial payments, the Board will consider a plan, submitted in writing, which provides for payment of all past due sums (as well as current obligations), within a specific time period agreed upon by the Board of Directors. If such a payment plan is accepted by the Board, and thereafter a payment due under the plan is late, the entire amount remaining, as well as any additional charges, will be immediately due and owing and the plan will have no further force and effect.

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Conclusion. In order to protect the financial integrity of the community, the Corporation intends to enforce collection of all amounts due by any and all actions available to enforce liens and by any and all methods available for enforcement of contractual obligations or liens, including foreclosure of liens and/or actions for money damages, as appropriate.