

# CHARTER OAK MOBILE HOME ESTATES

801 WEST COVINA BOULEVARD  
SAN DIMAS, CALIFORNIA 91773

## RULES AND REGULATIONS

Charter Oak Mobile Home Estates is designated as "Housing for Person 55 years and Older"

### 1. INTRODUCTION.

**A. Definitions.** These Rules and Regulations are a part of your rental and lease agreements, so please read them carefully. In these Rules and Regulations, the following terms will have the following meanings unless the context or way they are used indicates a different meaning is intended. In all cases, the common sense, normal meaning of all terms used in the following will apply.

**"Homeowner," "you," "your"** and other similar terms mean someone we have approved for tenancy in the Park under a rental or lease agreement.

**"Resident"** is a homeowner or an additional occupant who lawfully occupies the mobilehome under a written agreement with the park.

**"Owner," "we," "us," "Park Management," "Management," "Park"** and other similar terms mean the owners of the Park, including their partners, directors, officers, representatives, employees, and agents. "Park" also means our mobilehome Park.

**"Park facilities," "recreational facilities," "common areas"** or other similar terms mean those facilities and areas of the Park which are generally open for use to homeowners and their guests.

**"Space"** or other similar terms mean the mobilehome lot you are renting from us. "Mobilehome" or other similar terms mean the home which you occupy in the Park.

**"Mobilehome Residency Law"** means the most current version of the California Civil Code sections 798 and subsequent which are commonly known as the "Mobilehome Residency Law."

**"Guest"** includes anyone living with you who has not been approved by us for tenancy and does not have the right to occupy your mobilehome on an ongoing basis in your absence. Unless noted to the contrary, "guest" also includes your agents, employees, persons living with you as allowed by Civil Code sections 798.34, invitees, permittees, licensees, or other persons in the Park at your invitation, request, or tolerance.

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

"Adult" means someone age 18 or older.

"Child," "children" or other similar words mean someone under the age of 18. When something of a general nature is required or prohibited in the Rules and Regulations, the required or prohibited conduct is applicable to all homeowners and their guests, even though specific reference is not made to the guests.

**B. Compliance with Law and Lease and Rental Agreement.** You and your guest may only be in the Park and use our facilities if you comply with these Rules and Regulations and our other conditions of tenancy. No violation of any federal, state, or local law or regulation or administrative order by you or your guests is allowed. Also prohibited is any violation of any term, condition, or other provision of the lease or rental agreement applicable to anyone's tenancy or residency in the Park or these Rules and Regulations.

**C. Typical Residential Neighborhood Standard.** As a general rule, our Park is like other typical residential neighborhoods of similar quality and population makeup in our geographic area. Just like any other typical residential area, you and the other homeowners are expected to accept a reasonable number of disturbances and other activity by your neighbors and others which will not be to your liking. For example, periodically your neighbors may give a party, run their lawn mowers or other noisy equipment earlier than you would like, make too much noise when they start their car, or do other things which commonly occur in any other neighborhood which will disturb you. If one of your neighbors, another homeowner or their guest is doing something they should not, so you are reasonably being disturbed, we also expect you and the others who are affected to make reasonable efforts to talk to the person who is creating the problem or responsible for the guest and try and resolve it. If the problem is one where reasonably the police or other public authorities should be contacted and a complaint filed, you are expected to do this as well. After all, that is what people who live in the typical neighborhood do in everyday life. If you cannot resolve the problem, and you are truly being unreasonably affected, we will attempt to take reasonable steps to try to resolve the problem. But please keep in mind that, as a practical matter, we are just not able to be a "policeman" for all of the various and sundry day-to-day routine disturbances, disagreements and other problems which may occur in our Park. Therefore, everyone must realize that, although we will make a reasonable effort and try and have homeowners and guests comply with these Rules and Regulations, we will not try to "over-enforce" these rules where the infraction seems to be minor or just a routine everyday occurrence most people put up with in the typical neighborhood. There will also be instances where we will not be able to be successful in enforcing these rules. In many instances, it may be impossible or impractical for us to enforce these rules because, for example, our ability to enforce is limited by the time available to our personnel, the severity of the violation, and other practical and legal considerations and constraints. Because of these and other similar considerations, you are agreeing that by moving into our Park or by continuing to live here, we will not be liable to you or others for normal, routine disturbances or other kinds of things which one should commonly expect when they live in our society, nor will we be liable to you for our inconsistent or lack of enforcement of these Rules and Regulations.

**D. Basic Rule Applicable to All.** Also please understand that, although these Rules and Regulations cover a variety of subjects, it is impossible for them to deal with everything you and your guests are expected to do or not do. Therefore, keeping in mind all

of the limitations and other things we've said in the preceding paragraph, the basic rule and regulation applicable to everyone is that they (i) will behave reasonably and be respectful of the legitimate rights of others; (ii) will not do anything to unreasonably adversely affect others; and (iii) will not do anything which reasonably may endanger anyone or other persons' property. This rule and regulation, as well as all the other rules and regulations apply to all Park homeowners and guests.

**E. Other Rules and Regulations and Documents.** Other rules and regulations and documents are referred to below and incorporated in our rental and lease agreements. Others are posted in the Park or are on signs. These other rules, regulations and other documents and signs (as they may be periodically changed) are incorporated in these Rules and Regulations by reference.

**F. Reasonable and Lawful interpretation and Application of Rules and Regulations:** It is our intention to interpret and apply all these Rules and Regulations reasonably and lawfully. If, for any reason, any portion of these Rules and Regulations are unlawful, that is the result of an inadvertent mistake and the portion which is unlawful will be automatically deleted without further action on our part, but all the remaining rules will remain in full force and effect.

## **2. Use of Space**

**A. "Older Persons" (55+) Housing Restriction.** At least one homeowner who is at least fifty-five (55) years of age must live in and always occupy the Mobilehome on a full-time basis in the future. All other persons who will live in the Mobilehome must be at least forty-five (45) years of age or older. These age requirements apply to all the Spaces in the Park.

**B. Maximum Number of Occupants.** No more than two (2) persons per bedroom, plus one (1) additional person per mobilehome, may regularly occupy the mobilehome. All bedrooms must have an unobstructed exterior window or door large enough for an adult to get through in the event of fire or other emergency.

**C. Commercial or Business Activity.** The mobilehome and space may not be used for any business or commercial activity which would result in the residential nature of the Park being changed or disturbed. For example, you may have a business where the work is done inside the mobilehome, and other homeowners are not disturbed by the business activity. A business which would result in such things as the following is not permitted: (1) Customers of yours coming into the Park on a frequent basis so that traffic or parking problems are created; (2) The business involves the operation of noisy equipment or results in quantities of materials used in the business being stored outside the mobilehome or storage shed; (3) The law or one of our other rules and regulations or conditions of tenancy being violated. All proposed business activity must be approved in writing and in advance by us and we may, in our sole discretion, refuse permission.

**D. Subleasing.** Subletting is prohibited and any subletting will be void. "Subletting" means any renting regardless of the time period or how it is characterized, of

the mobilehome or Space.

**E. Proof of Current Registration.** Each mobilehome owner must be able to show Management proof of current registration, and the Homeowner is responsible for maintaining compliance with all applicable state and local laws for the mobilehome and accessory buildings. Homeowner shall furnish Park Management with any changes that occur in the legal or registered ownership.

**F. Sharing Residence/No Fee Required.** If Homeowner is the sole occupant of the mobilehome and wishes to share his or her mobilehome with one (1) additional person (or more than one person if approved by Management), Homeowner may do so as provided for in *Civil Code* §798.34(b), without being charged additional rent or any fee. This person shall be required to register with the Management and shall be a minimum of 45 years of age. Upon approval, this person may be required to sign documentation acknowledging the foregoing rights and duties of occupancy as an addendum to the Homeowner's Rental Agreement. Such persons are a "guest" and have no rights of tenancy.

**G. Caregiver/Care Recipient/Immediate Family Member.** Homeowners who are 55 years of age or older, may share the mobilehome with any person over 18 years of age if, pursuant to a written treatment plan prepared by a physician, this person:

(1) is providing live-in health care or live-in supportive care to the homeowner; or,

(2) is a parent, sibling, child, or grandchild of the homeowner and requires live-in health care, live-in supportive care, or supervision.

The caregiver/care recipient shall be required to register with the Park Manager and sign an Addendum to the Rental Agreement. A fee shall not be charged by management for that person per *Civil Code* §798.34(c) and (d). That person shall have no rights of tenancy in the park per *Civil Code* §798.34 (c) and (d). A violation of the R&Rs by this person shall be deemed a violation by Homeowner pursuant to *Civil Code* §798.56 (d).

### 3. GUESTS.

**A. Long Term.** All long-term guests must register with the Park Manager as additional occupants when staying with Homeowner for more than twenty (20) consecutive days or thirty (30) days total in a calendar year. Guest registration includes submission by Homeowner of a complete application for approval, and upon approval, Homeowner and guest must sign documentation acknowledging the rights and duties of occupancy. A "guest" has no tenancy rights or interest. No guest under forty-five (45) years of age shall be allowed to stay overnight for more than thirty (30) days in any twelve (12) consecutive month period.

**B. Short Term.** Homeowner shall inform Management of the number and ages of guests who will be in their home for seven (7) days or more so that Park Management is aware of the occupants and persons authorized by Homeowner to enter the mobilehome in the event of an emergency.

### 4. CONDUCT.

**A. Actions Prohibited.** Actions by any person of any nature which may be dangerous, injurious, a nuisance, breach of quiet enjoyment, disturbing, annoying, offensive to the senses of other Homeowners, profane, tortuous, damaging, illegal (a violation of any law, ordinance, regulation, or statute), or which may create a health and safety risk or unreasonable interference with the rights and privileges of others in the Park are prohibited. This includes, but is not limited to, any unusual, disturbing, or excessive noise, intoxication, arguing, quarrelling, threatening, fighting, or illegal conduct, profanity, illegal activity, dangerous, negligent, rude, or boisterous conduct or condition that is objectionable or abusive in language or conduct to other Homeowners or management of the Park.

**B. Weapon Use.** The use, display or brandishing of any weapon, including, but not limited to, a bow and arrow, BB/pellet/dart guns, slingshots, martial arts weapons, guns, paint guns, knives, fireworks, flares, or other deadly weapons and guns are prohibited. Physical violence or threats thereof are agreed to constitute a substantial annoyance.

**C. Disturbances.** Radios, televisions, record players, musical instruments, and other devices must be used in a manner so as not to disturb others. The design of mobilehomes may resonate or amplify stereo reproduction and sound so as to disturb and annoy other Homeowners, especially sound in the bass range, therefore, it is suggested that you keep this in mind when playing these devices. The use of power tools and landscaping equipment by homeowners or contractors is restricted to the hours between 8:00 a.m. and 8:00 p.m. except under emergency circumstances. "Ham" or "CB" radios or other radio transmitters which cause interference to telephone, television or radio reception may not be operated in the Park. Wind chimes and fountains are permitted so long as they are not a source of complaint. The location of the fountains must be approved by management.

**D. Trespassing on Homeowner Spaces.** Homeowners and their guests shall not encroach or trespass on any other Homeowner's Homesite or any area which is not open for general use to all Homeowners and guests.

**E. Tampering with Park Property, Damage to Park Property.** All Park property which is not for the use of Homeowners and their guests, including, but not limited to gas, electric, water and sewer connections and other equipment connected with utility services, and tools and equipment of Management, shall not be used, tested, examined, opened, adjusted, inspected, tampered with, or interfered with in any way by Homeowner for safety reasons. Homeowner shall reimburse Park for any damage caused to Park property by Homeowner or Homeowner's guest.

**F. Guest Behavior.** Homeowners and guests shall conduct themselves in a reasonable manner so as not to cause disturbance to their fellow neighbors and homeowners. Homeowners must acquaint all guests and occupants of the mobilehome with the Park R&R's. The control and discipline of guests of all ages and visiting children will be the responsibility of the homeowners who are the host of the guest. If persons or property are injured or damaged because of someone's activities, the homeowners who are the host of the guest, or the homeowners themselves, if they are responsible, will be liable.

**G. Toys, Ball Playing.** Electric and gas toy cars and vehicles, hard balls, and

objects such as baseballs, softballs, soccer balls, volley balls, footballs, boomerang-type products, or hard ball throwing of any kind (including all hard projectiles, flying toys, or objects of any kind, design, or purpose) are prohibited within the Park, including on the home site. The Park's streets shall not be used for the playing of the games.

**H. Soliciting.** Throw-aways, newspapers, distribution of handbills and door-to-door selling for the purpose of solicitation or commercial solicitation is prohibited to the extent permitted by the MRL as it may be amended from time to time. All salespeople must make individual appointments with the Homeowner.

**I. No Fires Permitted.** Open fires are not permitted on the homesite or in any area of the park, with the following exceptions: The homeowner is allowed the use of commercially manufactured gas or charcoal BBQ grills, gas outdoor patio heaters or fire tables, as long as they are maintained and used in accordance with the manufacturer's guidelines. Fireplaces and other appliances installed inside Homeowner's mobilehome are permitted on the homesite. In no case shall pressure treated wood be burned within the park, inside or outside of the residence.

**J. Acts Not Tolerated.** The violation by a Homeowner of any law, ordinance, regulation or governmental directives or orders of the city, county, state, or federal government, including but not limited to, the MRL and Title 25 of the California Code of Regulations will not be tolerated. No action or behavior on the part of a Homeowner, which would place the Park in violation of any law, regulation, or ordinance, is permitted.

**K. Drug Free Zone - Zero Tolerance.** Management shall vigorously cooperate with all law enforcement agencies to prevent and stop any illegal use, sale, manufacture, distribution, transportation, or possession of controlled substances (commonly known as "drugs"). Such cooperation with law enforcement will include all possible efforts to cause the forfeiture of the home as an instrumentality of the illegal use where possible. Illegal use, possession, manufacture, distribution, transport, or sale of drugs in or about the Park is prohibited. In the event that substantial evidence of any such illegal activity is revealed to the management of the Park, legal action, consultation with law enforcement agencies and other appropriate action may be sought. The Park will act as prosecuting witness and seek maximum legal penalties for any and all perpetrators, accomplices, co-conspirators, aiders and abettors, or accessories after-the-fact to any such criminal activity. In this regard, by execution of these R&R's, Homeowners and all family members hereby waive any privacy right in respect to any communication and warning to other Homeowners and their children as to any substantial evidence revealed to the Park as to the existence of any illegal activity in regard to controlled substances, drugs or other narcotic on the part of the Homeowner.

**I. Marijuana Use and cultivation.** Due to health risks to people and animals from the ingestion of marijuana and the risk of violence arising from theft of marijuana plants, be advised as follows:

- (1) No cultivation, growing or keeping of any marijuana plants outside the walls of the mobile home structure is permitted (including screened or other patios, under awnings, driveway, inside sheds, pots, or other vessels). Violation of this may be

enforced by 14-day notice of removal and/or premises maintenance including discarding of the offending plants including containers; and

(2) No use of marijuana, inclusive of smoking or ingesting in any form, is permitted in the common areas of the park.

## **5. ARCHITECTURAL SPECIFICATIONS FOR THE MOBILEHOME AND SPACE, ACCESSORY EQUIPMENT, STRUCTURES AND APPLIANCES.**

**A. Prior Approval.** Prior to installing any mobilehome or other improvement, you must submit for our approval a plan describing in detail what you propose to install. Any item installed without our approval must be removed by you within ten (10) days of written notice.

**B. Completion.** The installation of all required items must be completed within 45 days after your tenancy begins. All other installations must be completed within 45 days after the date work begins.

**C. General Standards.** Because of the wide variety of mobilehomes and other improvements, it is impossible to describe all those which we will or will not accept. Therefore, our standards are listed only to assist you in preliminary planning. You are cautioned that there are mobilehomes in the Park with items which no longer conform with our present standards; therefore, do not assume your plans will be approved because they conform with other mobilehomes in the Park.

**D. Compliance With Laws and Ordinances.** Building permits are required before many improvements may be made and it is your responsibility to determine when permits are required and obtain them and all necessary inspections and approvals.

**E. General Standards for Existing Mobilehomes.** You must maintain your mobilehome and other improvements in good condition and repair, including replacement of any items which are missing or damaged so they cannot be reasonably repaired, and repainting when reasonable. All our rules which were previously applicable to your mobilehome, and other improvements will remain applicable until when, for any reason, you repair or replace your mobilehome or other improvements or add additional improvements. At that time, you must comply with the following requirements even though they did not apply to you when you first moved into the Park.

**F. General Standards for Incoming Mobilehomes and New Construction and Installation:** The following are applicable to incoming mobilehomes, new construction and installation, including repairs and replacements by existing homeowners. The design and appearance of all mobilehomes must be approved in advance by us. Prior to our acceptance of any home, a picture or rendering of the exterior of the home must be presented to us and a Rental or Lease Agreement must be executed by both you and us.

**(i) Plot Plan.** A dimensioned plot plan must be submitted for our written approval, and it must show the following: 1) dimensions of the mobilehome; 2) exact placement of mobilehome on the Space; 3) measurement to lot lines and all structures; 4)

actual placement of concrete, awnings, lawn, trees, flower beds and additions on lot.

(ii) **Mobilehomes.** All mobilehomes coming into the Park for the first time must meet the following requirements: (1) Only mobilehomes which are not older than 6 years and in good condition and are approved by us in advance are permitted. (2) Must be a minimum of 24 feet by 42 feet, unless the space they are to be moved onto will only accommodate a smaller size or the space is large enough to accept a larger size, in which case the size of the mobilehome must be approved by us. The location and placement of the mobilehome on the space will be determined by us. (3) Must have detachable hitches and tongues which must be removed when the mobilehome is installed. (4) The mobilehome may not require more electrical service than is available at the Space.

(iii) **Carport and Patio Structures.** Carport and patio awnings are required and must cover the full length of the mobilehome unless we agree to a smaller size. They must both be constructed of aluminum and be aesthetically compatible with the appearance of the mobilehome.

(iv) **Storage.** All storage sheds must be of materials and colors which are aesthetically compatible with the appearance of the mobilehome. The total, combined floor area of all storage cabinets on a lot shall not exceed one hundred twenty (120) square feet. Storage sheds must be an approved manufactured type. We must approve the location of all storage sheds. No individual is allowed to sleep in or inhabit a shed. Any electricity service to a storage shed must be installed to code.

(v) **Room or Cabana Enclosures.** Such structures may be placed only on certain spaces and must be of material and colors aesthetically compatible with the appearance of the mobilehome. Approval by Park management will be on an individual basis, as all spaces are not suited to such installations.

(vi) **Sunshades and Privacy Screens.** Shades and screens must be constructed of aluminum and be aesthetically compatible with the appearance of the mobilehome. Plastic, canvas, cloth or bamboo screens and shades are not permitted.

(vii) **Air Conditioners, Heating and Electrical.** Because of the potential for overloading the Park's electrical system, the installation of electrically powered heat pumps, air conditioners, and other major electrical appliances must be approved by us. In addition, any air conditioner or heater must be in good operating condition and must not make excessive noise and we must approve their location. All air conditioners, heaters and other major electrical appliances must be compatible with the electrical output of the Park. Condensation accumulation from any air conditioner must be piped away from the mobilehome and not allowed to fall onto the ground under the mobilehome. Air conditioning units must be approved by us prior to the locating of the unit.

(viii) **Porches, Decks, Steps, and Carports.** Porches, decks, steps, and carports are required. All porches and steps must be of a good, manufactured quality and be aesthetically compatible with the appearance of the mobilehome. Steps must have handrails, as required by law. Unless made of decorative masonry, deck surfaces must be



covered with a material we approve such as indoor/outdoor carpeting. The temporary steps must be removed from the space no later than sixty days from the time the mobilehome is moved into the Park. Screened-in porches are prohibited without written approval from Park management.

(ix) **Skirting.** Skirting is required. Skirting may only be made of the same material as the mobilehome or of a material we have approved and be aesthetically compatible with the appearance of the mobilehome.

(x) **Fencing.** Only approved masonry (slump stone or brick), wrought iron, vinyl or chain link fencing is allowed. There are height and location limitations, and they can vary on different spaces. It is necessary for Park approval on each fence installation prior to its installation.

(xi.) **Antennas.** With written permission from Management, exterior television antennas, satellite dishes up to 39 inches (1 meter) in diameter, and wireless cable antennas designed to receive television broadcast signals ("devices") are permitted within a homesite subject to the following restrictions on installation, placement, and appearance:

1. The device must be safely secured in a manner so as not to constitute a danger to other Residents or Park staff.
2. The device may not interfere with reception of signal or the quiet enjoyment of any other person in the Park.
3. The device may not be located in a manner which will unreasonably impair Park's access to the homesite for legitimate purposes.
4. The device may not be visible from the Park street unless such placement impairs reception quality, in which event it may be installed only in the most inconspicuous location possible.
5. The device must not be a color that contrasts significantly with the surrounding environment.
6. The device must be placed a safe distance from any power lines.
7. UHF or VHF television antennas may not exceed twelve (12) feet above the highest point on the manufactured home unless the quality of reception is generally considered to be inadequate.

A HAM radio antenna may not be higher than 12 feet above the roofline. HAM radio antennas that are in the Park as of the initial effective date of these Rules and Regulations may stay in the Park. New HAM antennas must be approved in writing by Management prior to installation. A HAM antenna must be removed when the Homeowner operator moves from the Park, or it is no longer in use.

(xii.) **Flagpoles.** Flagpoles designed to be mounted on the front of a mobilehome with appropriate brackets, are recommended. The location and type of any other flagpoles must be approved in writing prior to installation by management.

(xiii.) **Special Standards.** We retain the right to make additional

requirements for corner spaces or spaces located in unique locations.

**(xiv.) Manufactured Equipment/Structures.** Only prefabricated manufactured accessory equipment and structures or, if not prefabricated, only those constructed to professional contractor standards are permitted, and no "homemade" equipment or structures may be installed.

**(xvi.) Tie Down.** On mobilehomes being installed in the Park for the first time on a space, you are required to install a State of California approved tie down system.

**G. Colors.** We must approve in advance all exterior colors of the mobilehome, accessory equipment, structures, and other improvements. Only pale earth tones or pale, muted pastel colors which reasonable people would find acceptable will be allowed (lavender, pink, purple, bright yellows and blues and other similar colors are prohibited.) Homeowner is responsible for the contractor hired and any damage they may do to anyone else's property or Park property.

**H. Spas.** No spas, hot tubs, etc., are allowed at individual homesites.

**I. Utility Connections.** Utility connections to the utility pedestal are your responsibility, done in a State-approved method and approved by us.

**J. Fees.** All State, County and City fees including those required to install the mobilehome are to be paid by you.

**K. Damage and Digging.** You must pay the cost of repair to any utilities or Park property damaged by you. To avoid damage to underground utilities, you must have our consent before digging or driving rods or stakes in the ground.

**6. LANDSCAPING AND DRAINAGE.**

**A. Prior Approval.** We have certain requirements and restrictions regarding landscaping and other related items. Prior to beginning any landscaping, including changes to existing landscaping, you must discuss your landscaping plans with us and obtain our approval. Any landscaping installed without our approval shall be removed by you within ten (10) days of written notice.

**B. Completion.** Landscaping of un-landscaped Spaces must be completed within 45 days of the date your tenancy begins. All other landscaping must be completed within 45 days of the date the work begins.

**C. Description of Landscaping.** Because of the infinite variety of living and non-living objects which may be used in landscaping, it is impossible to describe all things we will or will not accept. Consequently, our landscaping standards are listed only to assist you in preliminary planning. You are cautioned that there are Spaces in the Park with landscaping which no longer conforms with our present standards; therefore, do not assume

your plans will be approved because they conform to existing landscaping.

**D. General Standards.** Our general standards are as follows. All landscaping must be clean and attractive. You must check with us prior to digging or driving rods or stakes into the ground as they might damage underground utilities. You may not plant anything which has roots which will damage anyone's property. You shall bear the cost of repairs to any utilities or other property damaged by you or your landscaping. When vacating a lot, you may, with our prior consent and at your own expense, remove all such landscaping planted by you, provided you repair any damages to the property caused by the removal of said landscaping, and leave the lot in similar condition and grade prior to landscaping. If landscaping is not removed, all plantings and/or other improvements put into or attached to the ground become a part of the Space and will be the property of the next homeowner of the Space and may not be removed without our permission.

**E. Drainage.** You are responsible at all times to make sure the drainage is proper so that water will drain away from your Mobilehome to the street and not onto other spaces or common areas.

**F. Maintenance.** (1) Lawns must be mowed weekly. (2) Landscaping must be kept trimmed, watered, and fertilized, and all weeds and debris removed. (3) Landscaping may not be excessively high or rub against mobilehomes, awnings, or other structures so as to cause damage or other problems. (4) Landscaping must be maintained so that it does not cause damage to or interfere with property belonging to you, your neighbors, or the Park. (5) If rock is permitted, additional rock must be added as necessary to ensure there is sufficient rock to adequately cover the area where rock is spread. (6) If you will be on vacation or absent for another reason, you are responsible to arrange for someone to water and maintain your landscaping. You shall keep the street area in front of your Space free from debris.

**G. Trees.** (1) If a Homeowner feels that a tree on his/her property poses a specific health or safety hazard, and Park Management agrees that such a hazard exists, Park Management shall take action to eliminate the hazard at its own expense. In the event of a dispute over whether a tree poses a health or safety hazard, either party may request an inspection by the Department of Housing and Community Development, or local agency empowered to settle such disputes, and said agency's decision shall be final. (2) Written authorization must be obtained from Park Management before planting any tree on a homesite and a Homeowner Acknowledgment Form must be signed where Homeowner acknowledges his/her responsibility to maintain that tree from then on. Guidelines for tree selection for planting are: (a) Trees should be ones that do not exceed fifteen (15) feet in height at maturity and will not encroach on a neighbor's property; and (b) it must not have invasive roots. Park Management may provide a list of acceptable trees. (3) If a Homeowner wishes to remove a tree on their Homesite, Park Management's prior written approval must be obtained. (4) Other than referenced above in paragraph (1), Homeowner's are solely responsible for the care and regular maintenance of trees planted on their Homesite.

**H. Vegetable Gardens.** Small vegetable or fruit gardens not to exceed 100 square feet are permissible in the rear of the Space providing it is out of view from the Park

streets.

**7. SPACE AND MOBILEHOME MAINTENANCE AND APPEARANCE.**

**A.** You are financially responsible to maintain, repair and replace as reasonably necessary your mobilehome and all improvements and keep them in good and safe condition and repair, and in an aesthetically pleasing condition at all times. This includes, without limitation, the following: your mobilehome, accessory equipment and structures, fences, walkways, any banks or slopes, and all landscaping and other improvements. Examples of these requirements include, without limitation, the following:

**(i)** You are required to maintain your mobilehome, Space and their improvements in a neat, clean, attractive, and well-kept condition and repair.

**(ii)** All mobilehomes and improvements must be washed, cleaned, painted, and waxed as necessary to maintain an attractive appearance.

**(iii)** All concrete, asphalt and other surfaces shall be kept clean and free of oil and all other sticky or oily substances.

**(iv)** All damage must be repaired or replaced within 14 days.

**B.** Management is responsible for maintenance, repair, and replacement of all Park installed driveways. Homeowners shall keep their driveways clean and maintained free of oil and all sticky or oily substances. Concrete surfaces that were previously painted or stained may remain (grandfathered-in) but must be maintained, or the paint must be removed, and the surface brought back to its original condition and color by the Homeowner. Homeowners are responsible for all other concrete work on their spaces including driveway extensions and sidewalks.

**C.** You are also financially responsible for ensuring at all times that your mobilehome, space, and their improvements comply with these Rules and Regulations and all local, state, and federal laws and regulations. (The only exception is any of the Park's utility systems on your space which are owned by us or a utility company so we or they are responsible for them.) The preceding includes, without limitation, such things as: insuring that the drainage is sufficient to prevent water from accumulating on your space or under your mobilehome or running off so it adversely affects other spaces or our property; that all required setbacks and lot line requirements are met and there are no encroachments on other property; that all building code and other similar requirements are met; and that all building and other permits have been obtained.

**D.** Nothing other than wheels, axles and hitches may be stored under the mobilehome.

**E.** No furniture may be used on the patio, porch, yard, or other portions of the space unless it is outdoor patio furniture. Nothing may be placed, hung, or stored outside of

the mobilehome or storage shed(s) unless specifically permitted by these Rules and Regulations or approved by us. This includes, but is not limited to, the hanging of clothes, overstuffed furniture, appliances, ironing boards, brooms, mops, tools, gardening equipment, debris, refuse, litter, or any item which is unsightly in appearance. All windows must have drapes, curtains, or other aesthetically pleasing window covering we have approved, and they must be maintained in good condition and repair at all times.

**F.** You shall properly place all garbage and refuse into the trash bins provided by the Park. Bins are not allowed to be overfilled. All boxes and large items are to be broken down. Lids on the disposal bins are to be kept closed. At no time may bins be loaded with landscaping and pruning matter or other materials as to render the disposal of garbage and trash impossible by other homeowners and in these cases, it will be your responsibility to remove the excess from the Park. Trash must not be left outside of the bins. Your trash must be stored in sealed heavy duty plastic trash bags or in trash cans. Trash cans must be covered, and all trash containers stored so they are not visible from the street or adjacent mobilehomes. Bringing trash from outside the Park to dump in the Park's disposal bins is not permitted. Cuttings and debris from major tree or other landscape trimming or removal must be removed from the Park by you and may not be deposited in our trash bins. Trash will be picked up periodically by the local refuse hauler.

**G.** No flammable, combustible, or explosive fluid, material, chemical or substance, except those used for normal household purposes, may be stored on the premises. Nothing which creates a hazard or increases our insurance rates shall be permitted on the premises. No environmentally hazardous or prohibited substance or material may be placed in the trash or sewer system or dumped or otherwise disposed of in the Park.

**H.** If you do not maintain your mobilehome or space as required by these rules and regulations and the rental or lease agreement applicable to your tenancy, we may give you a notice requiring you to comply in 14 days. If you do not comply, you agree that we may charge you a reasonable fee for having this maintenance, repair or replacement work done.

**I.** The utility pedestals (water, gas, sewer, and electric hookups) must be accessible at all times. If one of the Park's gas or water shut-off valves or electrical installations is located on your space, it must also be kept uncovered and accessible at all times. You may not connect, except through existing electrical or natural gas outlets or water or sewer pipes on the space, any apparatus or device for purposes of using electricity, natural gas, water, or sewer.

**J.** You are financially responsible for correcting any drainage problems, or for any re-leveling or adjustment required on the mobilehome, or the repair or replacement of any other improvements which result from drainage problems, soil expansion or contraction, tree roots, and/or any other reason. You may not leave hoses or sprinklers running so that water runs in the street or onto a neighbor's property. You are also responsible for correcting any drainage problems which existed on your space at the time you purchased your mobilehome or which you caused.

**K.** You must pay the cost of repair to any utilities or property damaged by you. To avoid damage to underground utilities, you must have our consent before digging or driving rods or stakes in the ground.

**L.** Christmas decorations and lights may not be put up outside of your mobilehome or on your space any earlier than Thanksgiving and must be removed by mid-January. Christmas tree lights may not be left up all year outside of your mobilehome or on your space. Other seasonal and holiday decorations may not be put up outside of your mobilehome and on your space any earlier than two (2) weeks before the holiday and must be removed within two (2) weeks following the holiday.

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

**A.** Park facilities are designed primarily for the enjoyment of the Homeowners. Use of the facilities shall be in accordance with the hours and rules posted at the facilities themselves, in addition to the rules contained herein. The facilities may be closed from time to time for cleaning and repairs. Under no circumstances may any Homeowner invite, solicit, or allow the entry of the general public into the common areas. The facilities are for the use of the homeowners and their invited guest as their private place of recreation and enjoyment, and not provided for public use.

All guests must be accompanied by a Homeowner when they are in the clubhouse, swimming pool, spa or other common areas and may only use the pool and spa during the posted designated hours. Children may not use the spa. All persons who are incontinent or who are not "potty trained" must wear swimming diapers under their swimsuits in the pool or spa.

**B.** Homeowners are required to be appropriately clothed while in the clubhouse. Footwear must be worn in all areas except the pool area. Bathing suits and swimming apparel are not allowed in the clubhouse at any time. All persons using the pool or spa must shower first. All body oil, sun lotion and like products must be washed off prior to entering the pool or spa.

**C.** No diving is permitted into the pool, even from the edge. Running or other conduct which reasonably may cause injury or property damage, screaming and other excessively loud noises which will unreasonably disturb others are not allowed in the recreational areas. No food, glassware or breakable containers are allowed in the swimming pool area. Radios, CD and tape players, TVs, and other devices are not permitted in the recreational areas and clubhouse unless kept at a low volume or used with earphones, so others are not unreasonably disturbed.

**D.** Persons using the pool or spa must do so at their own risk. There are no lifeguards; do not swim alone. CAUTION: BECAUSE OF THE TEMPERATURE OF THE SPA, EVERYONE SHOULD BE CAREFUL AND NOT USE THE FACILITY FOR MORE THAN SHORT PERIODS. OLDER PERSONS AND ANYONE WITH A HEART OR HEALTH CONDITION WHO COULD BE ADVERSELY AFFECTED BY HEAT SHOULD BE EXTREMELY CAREFUL AND NOT USE THE FACILITY FOR PROLONGED PERIODS.

AND WITHOUT CHECKING WITH THEIR DOCTOR FIRST.

E. Homeowners wishing to reserve the main hall and kitchen for parties which are impractical to hold in their own home may apply to Park Management. During such a scheduled event or party, the remainder of the clubhouse facilities must remain available to the other Homeowners and their guests. If the date does not conflict with another planned use of the facilities and approval is obtained, then you will be asked to sign an agreement and make a cleaning deposit, and your request will be granted. To schedule a function or event in the clubhouse, a Homeowner must, at least two (2) weeks prior to the event, fill out a request form which is available in the Park office and obtain written approval from management. There will be no charge for the use of the clubhouse. However, those scheduling the function will be responsible for the normal clean-up afterwards, and a security and clean-up deposit may be required. You are responsible for all your guests. Commercial use by a Homeowner is prohibited unless approved by Park management and restricted to attendance by homeowner and invited guests, not the general public.

F. Alcoholic beverages are not permitted in the clubhouse or swimming pool area except at special functions which we have approved in advance, and we have the option, in our sole discretion, not to give our approval. Persons under the influence of alcohol or drugs will be cause for immediate expulsion of the offending party or parties.

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

(i) You agree that you understand and fully appreciate the potential danger of injuries and damages which can occur with respect to the use and operation of swimming pools and/or spas and other recreational facilities, as well as their adjacent areas and facilities and other common areas. You also understand and fully appreciate that, were the Park to provide lifeguards or other supervision in and about these recreational facilities or other common areas, the increased expense would necessarily cause related increases in rent. Therefore, in consideration for the Park's forbearance from raising rents to cover the expense of lifeguards or other supervision in and about the Park's recreational facilities and other common areas, and in consideration of being permitted to use and enjoy the recreational facilities and other common areas of the Park, YOU, ON BEHALF OF YOURSELF AND YOUR SPOUSE, YOUR CHILDREN, OTHER MEMBERS OF YOUR HOUSEHOLD (COLLECTIVELY "MEMBERS OF YOUR FAMILY"), AND YOUR GUESTS HEREBY RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE PARK AND ITS OWNERS, operators, employees, agents and representatives from all liability for any loss, injury or damage on account of injury resulting from the use of the swimming pool and/or spa, or other recreational facilities, or their adjacent areas and facilities, or other common areas of the Park by yourself, members of your family or your guests, including any loss, injury, or damage caused by the negligence of the Park or its owners, operators, employees, agents and representatives.

(ii) These agreements are intended as a full and complete release as to any and all claims resulting from the use of the pool and/or spa, other recreation areas, or their adjacent areas or facilities or other common areas of the Park, notwithstanding Civil

Code section 1542, which provides that: 'A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor,' and you, members of your family and your guests do hereby release and indemnify and hold harmless the Park, its owners, operators, employees, agents and representatives from any and all such claims in the future.

(iii) YOU ALSO AGREE ON BEHALF OF YOURSELF, MEMBERS OF YOUR FAMILY AND GUESTS TO HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, LOSS OR DAMAGE resulting from the use of the swimming pool and/or spa or other recreational facilities or their adjacent areas and facilities or other common areas of the Park, even if such bodily injury, loss or damage is due to the negligence of the Park owners, operators, employees, agents or representatives.

(iv) Unless a term is defined in a different manner or the context in which the term is used indicates that a different meaning is intended, the definitions contained in the Park's current Rental Agreement and these Rules and Regulations shall apply to the terms used in these agreements.

**9. VEHICLES.**

A. For the safety of Homeowners and their guests, no vehicle may be driven in an unsafe manner. All posted traffic signs must be obeyed. All drivers operating a motor vehicle in the Park must drive safely and slowly. Pedestrians, electric carts, and bicycles shall be granted the right of way. All street usage vehicles operated in the Park must be registered and licensed and all drivers must be properly licensed.

B. No maintenance, repair, or other work of any kind on any vehicle, boat, or trailer (other than the mobilehome you reside in) may be done on the Space without our consent. You may polish or wax your passenger car in your driveway. You may not wash your cars or other vehicles in the streets or your driveways.

C. Bicycles may only be driven on the roadways and not on sidewalks, common area greenbelts and other common areas planted with grass and other landscaping, vacant spaces, or any other paved area. Bicycles must obey the same traffic regulations as cars. Roller skating, roller blading and skateboarding are not allowed in the Park.

D. No vehicle is permitted in the Park if it is not regularly maintained in normal operating condition and is neat and clean in appearance. Any vehicle not meeting this standard shall be removed from the Park at your expense. The foregoing includes, but is not limited to, "junkers" or other vehicles whose exterior appearance has deteriorated to a point where they are unsightly and detract from the appearance of the Park. Any car dripping oil or gasoline must be kept out of the Park until repaired to prevent damage to the pavement. A drip pan may be used if cleaned regularly. Excessively noisy vehicles are not permitted in the Park. All vehicles must have legal muffling devices. We have the right to refuse admittance to the Park of any vehicle that does not comply with these Rules and Regulations.



**E.** Motorcycles, motor scooters, minibikes, mopeds or other two- and three-wheel motorized vehicles entering or leaving the Park must be driven by the most direct route between the Park's entrance and Resident's home. All such vehicles shall be equipped with mufflers or other necessary noise suppressing devices or, in the alternative, must be walked into and out of the Park. Furthermore, all such vehicles shall be licensed street legal and driven by a licensed driver only.

## **10. PARKING.**

**A.** Cars must be parked in the carport provided at each space, no parking in the street. There are specially marked parking areas for guests only - vehicles will be towed at violator's expense. Homeowner parking is only permitted in your driveway, not on landscaped or other areas of the Space or on empty spaces. No street parking is permitted at any time. No vehicles shall be parked in your driveway in such a manner that the vehicle would extend past the flow line (gutter). Sleeping in vehicles is not permitted. No vehicle may be parked in your driveway (including trucks or vans) if they contain unsightly tools, equipment or other items that can be seen from the street or other spaces. (For example, if you are a gardener or a painter and store painting equipment, lawn mowers, or other tools, in the bed of your truck or on the outside of your van, you may not park your truck or van on your driveway; however, you may park it in the R.V. storage area) No vehicle may be "stored" on your space. "Storage" includes, without limitation, the parking of an inoperable vehicle for a period exceeding two (2) weeks or the parking of a vehicle for the purpose of selling it as a part of a commercial activity. Except to load or unload, motor homes, buses, trucks, bubble top vans, campers, and other similar vehicles may not be parked on your space unless they can fit under your carport awning, and they are used for transportation on a regular basis. Non-motorized vehicles such as a travel trailer, boat, boat trailer, and other similar vehicles may not be parked on your space. Guests and others who are in the Park at your invitation or request or with your permission may only park on your driveway or in the areas set aside for guest parking. You and other members of your household may not park in the areas set aside for guest parking.

**B.** If we allow you to have cars and other vehicles which cannot be parked on your Space, they must be parked as follows or outside the Park. At present, we do have overflow parking areas. The use of these areas is permitted only on the following conditions: (1) Rental Agreement signed by homeowner; (2) availability of space; (3) payment of monthly storage fee; and (4) the vehicle stored must be a car, boat, motor home or travel trailer. If, at some time in the future, the storage area is discontinued, then you would have to find someplace other than the Park to park your vehicle.

**C.** Storage sheds are not allowed in overflow parking areas. Storage of anything in front of, next to or behind your vehicle is prohibited. This includes, but is not limited to, storage of boxes, trunks, wood, pipe, bottles, tools, mops, ladders, paint cans, or any other such items.

**D.** Vehicles parked in violation of these rules are subject to being towed at the vehicle owner's expense.

## **11. PETS**

**A.** A Pet Agreement must be executed between the Homeowner and Park Management for all existing and prospective pets. Such Agreement is incorporated herein by reference. Service dogs, as defined by Civil Code §54.1, are not considered pets and are therefore exempt from the rules regarding pets. Regarding service animals, management is allowed to ask (1) whether the animal is required because of a disability of the owner, and (2) what tasks the animal has been trained to perform. Some exemptions to the pet policy may be made for companion animals, but these will be reviewed on a case-by-case basis. The homeowner should make a written request for any such exemption and management is entitled to ask for a copy of a doctor's letter stating that the companion animal is a necessary accommodation given the homeowner's disability.

**B.** Pets permitted in the Park are defined as a house pet that spends its primary existence within the mobilehome. The type of pets permitted are small dogs, cats, small birds, such as parakeets and canaries, fish and other usual household pets approved by us. Small dogs are defined as those which, at maturity, will weigh no more than twenty-five (25) pounds and measure no more than fifteen (15) inches at the shoulder. Farm animals (chickens, etc.), animals which are dangerous (Pit Bulls, etc.), exotic animals (snakes, etc.) are not allowed. If any pet appears to pose a threat to the health and safety of the Residents or employees of the community, permission will be denied or revoked.

**C.** Except for fish and caged birds, no more than one (1) pet will be allowed per mobilehome. For those Homeowners who have two pets, registered with management, as of the date these rules are implemented, their second pet will be considered grandfathered, but the Homeowner may not replace the second pet after it dies.

**D.** Each pet must be licensed and inoculated in accordance with applicable laws. Evidence of such licensure and inoculation must be submitted by you to Park management within seven (7) days after request for same.

**E.** Pets will not be allowed in the clubhouse, laundry, or any recreational area of the Park at any time. Pets must be walked on a short leash and the person walking the pet must carry a "pooper-scooper" or something else to use to pick up any excrement from the pet. Pets are not allowed to run loose in the Park and any pet found running loose in the Park may be impounded and taken to Animal Control at your expense. Pets are not permitted on another homeowner's Space without that homeowner's permission.

**F.** Pets are not allowed to cause any unreasonable disturbance or harm. If a pet causes any unreasonable disturbance, annoyance, or harm (including, without limitation, excessive barking, growling, biting, or any other unreasonable noises or damage to property) permission to keep the pet may be revoked by us.

**G.** Guests may not bring pets into the Park.

H. No exterior pet housing is permitted in the Park. This includes, but is not limited to, any type of fence, confining barricade, cage, or structure. Tying of pets outside the mobilehome or leaving pets unattended outside the mobilehome or anywhere in the Park's common areas is prohibited.

I. If you or your pet does not comply fully with each of these rules, we may, in our sole discretion, revoke our approval of the pet and require that the pet be permanently removed from the Park. We may also take the pet to the animal shelter or other similar facility.

J. Feeding stray cats and other animals is not allowed. Food and water may not be left outside the home for any animal.

**11. LAUNDRY.**

A. The laundry room equipment is for the use of Homeowners only. The rules and regulations governing the laundry facilities, including its hours, are posted. The laundry room may, however, be periodically closed at our discretion when there is a reasonable basis or necessity to do so, including cleaning and repairs.

B. Washers, dryers, and all other laundry facilities are to be cleaned inside and out immediately after use. Clothes are to be removed from dryers as soon as they are dry. Dyeing may not be done in the washers. The laundry facilities are to be left in a clean, neat, and orderly condition.

**12. PARK OFFICE/COMPLAINTS AND SUGGESTIONS.** The business hours for the Park Office are posted. The Park Office telephone is for business and emergency use only; therefore, please do not give this phone number to others. Except in an emergency, please do not telephone or contact Park Management except during normal business hours. Except in an emergency, all complaints and suggestions must be made in writing and signed by you on the forms provided at the Park Office.

**13. SIGNS AND SELLING.**

A. Except as specifically permitted by these Rules and Regulations or required by law, no signs or commercial activity is permitted. This includes, without limitation, no "For Sale" signs or other signs advertising anything for sale or advertising any other commercial activity. No "auction," "garage or yard sales" or other similar activity are allowed.

B. You are permitted to advertise the sale or exchange of your mobilehome; however, any sign(s) advertising your mobilehome for sale or exchange may not exceed the maximum size and number of such signs and may only be in the place(s) specifically listed in the then-current provisions of the Mobilehome Residency Law. Any change in the Mobilehome Residency Law or other laws affecting these restrictions shall automatically become applicable and become a part of these Rules and Regulations. You may not have any "Open House" signs or other similar advertisements.

**14. HEADINGS.** The headings and titles of the paragraphs within these Rules and Regulations are included for the purpose of convenience only and shall not affect the

construction or interpretation of any of the provisions of the Rules and Regulations.

**15. CHANGES TO RULES AND REGULATIONS AND SEVERABILITY.** All of the above rules and regulations may be changed at any time as permitted by the Mobilehome Residency Law, including changes to the Mobilehome Residency Law which may be made in the future. If any part of these Rules and Regulations or any document referred to in them is, in any way, invalid or unenforceable, the remainder of these Rules and Regulations or other documents shall not be affected and will be valid and enforceable to the fullest extent permitted by law. The same is true if the application of any part of these Rules and Regulations, or any document referred to in them, is in any way invalid or unenforceable to any person or circumstance.

**16. SOLICITATION.** Throw-away newspapers, distribution of handbills and door-to-door selling, or solicitation are not permitted without our consent. All salespeople must make individual appointments with the homeowner concerned or interested. The only exception are those activities which we are required by law to permit.

**17. REMOVAL OF MOBILEHOMES UPON SALE.** We may, in order to upgrade the quality of the Park, require the removal of mobilehomes from the Spaces upon their sale or transfer to a third party, in accordance with the provisions of the Mobilehome Residency Law and other applicable law. Any such rights granted us due to amendments, deletions, or modifications of the Mobilehome Residency Law and other applicable law may be enforced by us at our option.

**18. LIMITATIONS ON ELECTRICAL SERVICE AND HOMEOWNERS' RESPONSIBILITIES TO ENSURE THAT MOBILEHOME/ETC., ARE COMPATIBLE.** You are responsible for making sure that your mobilehome and all appliances and equipment in your mobilehome are compatible with the electric service and capacity now available, and we shall have no liability or responsibility to you if the available electrical supply is incompatible. You agree not to install electrical appliances which will use energy in excess of the electrical service and capacity available to your Space. You also agree that you will not attempt to increase the electrical service and capacity of your Space by installing any device or doing anything else unless you have received our prior written permission. If your electrical demands exceed the capability of the Park, or are otherwise inconsistent with the capabilities of the Park, you will be deemed to be in default under your rental or lease agreement and you will, in addition to all of the remedies available to us, reimburse us within ten (10) working days for any costs and expense we incur in remedying the situation created by your use of excessive or inconsistent electrical demands. You also agree to indemnify and hold us harmless against any loss, cost, damage, expense (including attorneys' fees and costs) or other liability incurred or imposed by reason of any injury to persons or property which occurs because of your electrical demands. As the amount of such electrical service and capacity will affect your ability to have electrical appliances, you must determine in advance from us in writing the amount of electrical service and capacity available to your Space and ensure that your mobilehome and all appliances and equipment in it are compatible with that service and capacity.

**19. PROHIBITION AGAINST WASTE, NUISANCE AND UNREASONABLE**

**ANNOYANCE.** You agree not to do anything that will constitute waste, nuisance, unreasonable annoyance, damage or injury to anyone or their property. You also agree not to permit any act or maintain or permit to be maintained any condition on your Space or mobilehome which may cause an increase in the rate of insurance we pay or increase our costs of maintenance and repair or in any way increase the risk of damage to the Space, or the Park, or any person or property.

**20. ENTRY UPON YOUR SPACE.** So long as we do not unreasonably interfere with your use of the Space, we shall have the right to enter onto your Space for any legitimate purpose, including, but not limited to, inspecting, maintaining, repairing, replacing, and/or adding utilities or improvements on your space or other areas of the Park.

**21. MOBILEHOME REGISTRATION AND LICENSE.** All mobilehomes must be licensed as required by law.

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

**23. NO WARRANTIES.** We are not agreeing to provide a Park which provides other than low to moderate- cost housing opportunities for homeowners. We are also not warranting or representing that your mobilehome will appreciate in value.

**24. REMOVAL OF IMPROVEMENTS.** If you remove your mobilehome, you agree not to remove any landscaping or other improvements and structures except for your mobilehome, storage shed(s), awnings, steps, and other structures which are part of your mobilehome. Instead, all such landscaping, other improvements and structures will remain and become the property of the next homeowner to occupy the space.

**25. LOT LINES AND LOT LINE MARKERS.** The lot lines originally established at the time the Park was built will be the lot lines used for all purposes regarding the present and future installation of mobilehomes and all other accessory structures, equipment, and other improvements to the Space. The only exception will be where the originally established lot lines were subsequently changed by us or someone else who owned the Park with the intention of deliberately altering such lot lines and, in those cases, the subsequently changed lot lines will remain in effect. We reserve the right to modify any lot line at any time provided that such modification does not violate any applicable law. If you or any prior homeowner of the Space or any adjoining Space has installed landscaping or other improvements that encroach across any lot line and by those actions has established, over an extended period of time (in our opinion), that the area encroached on belonged to and is allowed to be used by that homeowner, then you or homeowners of any adjoining Space will be permitted to continue to use the area encroached upon. This use of the encroached-

upon area will not, however, affect the location of the lot line markers. You shall maintain your lot line markers as they currently exist and you will promptly notify us if your lot line markers are lost, moved, or destroyed.

**26. HAZARDOUS MATERIALS.** Anything which creates a threat to health and safety or threatens damage to property or which induces or harbors or may tend to induce or harbor offensive odors, infectious plant disease, and/or noxious insects and/or rodents or reptiles is strictly prohibited. No flammable, combustible, explosive or environmentally hazardous fluids, material, chemical or substance may be stored on the space (other than ones customarily used for normal household purposes, and then only in quantities necessary for household purposes). Additionally, you may not engage in any activity in the Park which causes an environmental hazard or violates any law relating to environmental protection, hazards, and other similar laws. This includes, but is not limited to, changing the oil in any motor vehicle in any common area of the Park. Furthermore, you may not allow any environmentally hazardous substance including, but not limited to, toxins, cleaning fluids, oil, grease, or any substance defined as environmentally hazardous to be placed on any surface area in the Park. You may not allow such substances to be disposed of anywhere in the Park including, but not limited to, trash cans, trash bins, surface areas, the sewage disposal system or any other trash, garbage, or disposal area in the Park. Such substances must be physically removed from the Park and disposed of elsewhere in compliance with the law.

**27. INSPECTION.** You agree you have carefully inspected the Space you are renting, and all the Park's services, improvements and facilities and you have found them to be safe and as represented by us to you, either orally or in writing, and you accept them as they are. To the extent that you have found such services, improvements, or facilities not to be safe or not to be as represented by us to you, either orally or in writing, you nonetheless agree to accept them as they are.

**28. INDEMNIFICATION.**

**A.** We will not be liable for any damage, injury, loss, expense, or inconvenience to any person or property caused by any use of the Park or your Space, or by any defects in any improvements, or failure of services or amenities or arising from any other cause, unless resulting from our active negligence or willful acts.

You agree to release, discharge, indemnify, and hold us free and harmless from all such injury, damage, loss, expense, or inconvenience for which we are not liable, including the provision of a defense and payment of attorneys' fees and costs which relate thereto. This paragraph is not an exculpatory clause of any legally imposed duty of care upon us, or a disclaimer or release of liability to other than the fullest extent permitted by law and shall not be otherwise construed or interpreted.

**B.** You agree to indemnify us for all liability, damages, injury, loss, debts, suits, actions, claims, demands, causes of action, judgments, and expenses, including the provision of a defense, attorneys' fees, and costs, resulting from or alleged to have resulted from your negligent, willful, or intentional conduct, or the

condition or the maintenance, or lack thereof, of your mobilehome, Space, vehicle(s), equipment, accessory structures, property, improvements, or all of them, prior to the termination of your Rental or Lease Agreement.

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

**29. APPROVAL OF PURCHASER AND SUBSEQUENT HOMEOWNERS.** If your prospective buyer/transferee/ assignee intends for the mobilehome to remain in the Park, or the buyer/transferee/assignee intends to reside in the Park, the buyer/transferee/assignee must do the following before occupying the mobilehome or Space: complete an application for residency, or sign a lease or rental agreement which is acceptable to us and be accepted by us for tenancy and sign the Park Rules and Regulations. We may request a financial statement, credit report, references, and other reasonable information we need from any prospective buyer/transferee/assignee. If the buyer/transferee/assignee is not approved by us or does not sign a lease or rental agreement acceptable to us, they will have no rights of tenancy in the Park and they may not leave the mobilehome here or occupy the Space. Other restrictions and requirements regarding these approvals may be found in our lease and rental agreements and if they conflict with these requirements, the more restrictive requirements will apply.

**30. PAYMENT OF TAXES FOR HOMEOWNERS' PROPERTY.** You agree to pay, before delinquency, all taxes, assessments, license fees, and other charges ("taxes") that are levied or assessed against your personal property and improvements which are installed or located in or on the Space, including your mobilehome and its accessory structures and equipment ("improvements"). Upon our request, you will furnish us with satisfactory evidence of these payments. If any taxes on your improvements are levied against us or our property, or if the assessed value of the Park, the Space and/or other improvements is increased by the inclusion of a value placed on your improvements and if we pay the taxes on any of these improvements or the taxes based on the increased assessment of these improvements, you will, at our request, immediately reimburse us for the taxes levied against us or the proportion of the taxes resulting from the increases in our assessment. We will have the right to pay these taxes regardless of the validity of the levy or assessment. You may contest any such tax that is levied or assessed against your personal property and

improvements. However, you are still obligated to pay such tax before delinquency.

**31. INSURANCE.** We do not carry public liability or property damage insurance to compensate you, your guests, or any other person from any loss, damage, or injury except those resulting from situations where we would be legally liable for such loss, damage, or injury. You are required to obtain, at your own cost, extended coverage for your mobilehome, fire, earthquake, and other casualty insurance on the mobilehome, other improvements and contents to the full insurable value, personal liability, and such other insurance as is necessary to protect you, your guests, or others from loss or liability.

**32. NOTICES.** All notices required or allowed by these Rules and Regulations must be in writing and may be served by any method then allowed by the law. You understand that any notice terminating your tenancy must be given to you in writing in the manner described in §1162 of the California Code of Civil Procedure. The service of any other notice on you may be validly served if it is personally served on you or mailed to you at your address in the Park by First Class Mail, postage prepaid.

**33. CONTRACTORS AND LIENS AND CLAIMS.** Only licensed contractors having adequate liability and Worker's Compensation Insurance are permitted to work in the Park and we may require them to provide proof of insurance to in advance of beginning any work. You may not allow any liens or other claims to be made against our property and, if you do, you agree to immediately do whatever is necessary to remove them and protect our interests.

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

***FHAA Fair Housing Policy***  
***EQUAL HOUSING OPPORTUNITY:***

WE DO BUSINESS IN ACCORDANCE WITH THE STATE AND FEDERAL FAIR HOUSING LAWS. IT IS ILLEGAL TO DISCRIMINATE AGAINST ANY PERSON BECAUSE OF RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, HANDICAP OR DISABILITY, FAMILIAL STATUS (Except in this housing facility and others which are exempt as housing for "older persons"), SOURCE OF INCOME, NATIONAL ORIGIN, ANCESTRY OR FOR ARBITRARY REASONS UNDER STATE LAW - DISCRIMINATORY ACTIONS OF THE MANAGEMENT, LESSEES, HOMEOWNERS, GUESTS OR OTHERS MAY BE REPORTED TO OWNER'S AGENTS, OR THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING. MANAGEMENT WILL NOT AT ANY TIME UNLAWFULLY ADMINISTER, ENFORCE OR EXPRESS ANY PREFERENCE WITH RESPECT TO EXISTING OR PROSPECTIVE HOMEOWNERS, HOMEOWNERS, OR GUESTS BASED ON ANY PROTECTED CLASS STATUS AS DEFINED UNDER SUCH LAWS. NO SUCH UNLAWFUL ACTIVITY BY OTHER PERSONS WHETHER RESIDING IN OR DOING BUSINESS IN THE PARK OR OTHERWISE IS PERMITTED; ANY UNLAWFUL DISCRIMINATION KNOWN OR REASONABLY SUSPECTED MAY BE REPORTED TO APPROPRIATE GOVERNMENT AUTHORITIES FOR PROSECUTION.

**Reasonable Accommodation Policy**



Management has the affirmative obligation to operate the park in a nondiscriminatory manner as provided by state and federal law. Management must, accordingly, consider requests for reasonable accommodations from applicants and homeowners with disabilities. A disability is a physical or mental impairment which substantially limits one or more major life activities, such as caring for oneself, performing major tasks, walking, seeing, hearing, speaking, breathing, learning and working; a record of such an impairment; or being regarded as having such an impairment. There must be an identifiable relationship, or nexus, between the requested accommodation and the individual's disability, to show that a requested accommodation is necessary. There must be a verifiable disability involved in order to qualify for a reasonable accommodation.

Management will consider requests for reasonable accommodations as each need arises. A request for reasonable accommodation can be made by the person with the disability, a family member, or someone else acting on the individual's behalf. A request can be made orally or in writing. If needed, management would provide assistance for the individual, to put this request in writing.

For example, a reasonable accommodation may include:

1. A change in the rules or policies or how we do things.
2. A change, structural modification or repair in your mobilehome.
3. A change in the way we communicate with you or give you information.
4. Altering a mobilehome or space so that it can be used by a person who uses a wheelchair.
5. Permitting a service animal.

When a request for reasonable accommodation has been received, management will respond in a timely manner.

If a request for an accessible feature(s), policy modification or other reasonable accommodation to accommodate a disability would result in a fundamental alteration in the housing, compelling management interests or an undue financial and administrative burden, then other action would be investigated and taken to accommodate the homeowner. The determination of undue financial and administrative burden will be made on a case-by-case, involving various factors such as the cost of the reasonable accommodation, the financial resources of the management, the benefits the accommodation would provide the requester, and the availability of alternative accommodations that would adequately meet the requester's disability-related needs.

If a requested accommodation is rejected because it is not reasonable, then management would engage in an interactive dialogue with the requester to determine if there is an alternative accommodation that would adequately address the requester's disability-related needs. If an alternative accommodation is reasonable and meets the individual's needs, then management would grant this accommodation.

Requester must make a request before any modification is made, before any expense is incurred for a modification, and in the case of an applicant for tenancy, before completing the

purchase of a mobilehome. Expenditures made prior to completing the process of submitting a request and engaging in dialogue with management cannot be considered in determining what is a reasonable accommodation. Please request an application for reasonable accommodation from the Park Office or to submit your own informal request.

THE PARK COOPERATES WITH ALL LAW ENFORCEMENT AGENCIES IN THE IDENTIFICATION, APPREHENSION AND PROSECUTION OF ALL PERSONS WHO USE, SELL, POSSESS, TRANSPORT OR MANUFACTURE ANY CONTROLLED SUBSTANCES AND ILLEGAL SUBSTANCES AND THINGS, AND ALL PERSONS WHO HARBOR SUCH PERSONS OR ALLOW THEM INTO THEIR HOMES OR THIS PARK. PARK WILL FURTHER COOPERATE TO THE FULLEST EXTENT OF THE LAW, WITH ALL EFFORTS TO PROSECUTE SUCH PERSONS AND SEEK THE FORFEITURE OF ALL INSTRUMENTALITIES OF SUCH CRIMES. TENANCY WILL BE TERMINATED FOR SUCH CONDUCT AS A SUBSTANTIAL ANNOYANCE TO OTHER HOMEOWNERS.

**YOU AND THE OTHER MEMBERS OF YOUR HOUSEHOLD ALSO AGREE THAT THESE RULES AND REGULATIONS MAY BE MODIFIED TO ADD OR SUBTRACT PROVISIONS OR MODIFY EXISTING PROVISIONS IN ACCORDANCE WITH CALIFORNIA CIVIL CODE §§ 798, et seq. BY SIGNING BELOW, YOU AGREE THAT THESE RULES AND REGULATIONS ARE EFFECTIVE IMMEDIATELY ON YOU AND ALL MEMBERS OF YOUR HOUSEHOLD.**

1) Print Name of Homeowner/Registered Owner: \_\_\_\_\_

Signature \_\_\_\_\_ Dated: \_\_\_\_\_

2) Print Name of Homeowner/Registered Owner: \_\_\_\_\_

Signature \_\_\_\_\_ Dated: \_\_\_\_\_

3) Print Name of Homeowner/Registered Owner: \_\_\_\_\_

Signature \_\_\_\_\_ Dated: \_\_\_\_\_