

# **RANCHO LA PAZ MOBILE HOME PARK RULES AND REGULATIONS**

December 1, 2023

**This Park is an Equal Housing Opportunity Provider**

**We do business in accordance with the Federal Fair Housing Law**



**IT IS ILLEGAL TO DISCRIMINATE AGAINST ANY PERSON BECAUSE OF RACE,  
COLOR, NATIONAL ORIGIN, RELIGION, SEX, HANDICAP OR DISABILITY, FAMILIAL  
STATUS, MARITAL STATUS, SEXUAL ORIENTATION OR ANY OTHER PROTECTED  
CLASS.**

**Rancho La Paz Mobile Home Park  
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# RANCHO LA PAZ MOBILE HOME PARK

## RULES AND REGULATIONS

### 1. INTRODUCTION.

#### 1.1. Introduction to Rules and Regulations.

These Rules and Regulations have been developed as a basis for good relations within Rancho La Paz Mobile Home Park and to promote uniformity and consistency of standards and practices for the betterment of the management and residents. The spirit behind these Rules and Regulations is the Golden Rule: "Do unto others as you would have others do unto to you." We trust we have your complete cooperation not only to keep Park standards high and to maintain a happy and friendly atmosphere, but also to assure each a maximum of convenience and comfort. All Rules and Regulations will be integrated and applied in a reasonable manner. These Rules and Regulations supersede any other Rules and Regulations.

#### 1.2. Park Status.

Rancho La Paz Mobile Home Park is an all-age Park with no minimum age requirement for Residents.

#### 1.3. Definitions.

These Park Rules and Regulations are an important part of your rental agreement. Please read them carefully and direct any questions you might have to the Park manager. In these Rules and Regulations the following terms will have the following definitions unless the context or their usage indicates that a different definition is intended.

##### 1.3.1. "Homeowner"

"Homeowner" means the person(s) who have a tenancy in the Park under a rental agreement.

##### 1.3.2. "Resident"

"Resident" is a Homeowner or other person who lawfully occupies a mobilehome.

##### 1.3.3. "Owner"

"Owner" means the legal owner of the Park and includes both ownership and management (past, present and future) and each of their past, current and future legal and beneficial principals, and each and all of their past, current and future partners, directors, members, representatives, officers, employees, attorneys and agents. For those provisions of this Agreement that are for the protection or benefit of Owner (including, but not limited to, provisions that waive Homeowner's claims or rights, release or discharge Owner, or acknowledge, represent or warrant to Owner), "Owner" includes Owner's past, present and future principals, and representatives including but not being limited to Owner's professional management companies, independent contractors, employees, agents and attorneys. The parties agree

that this definition provides more protection to these managers and other representatives than they would otherwise enjoy, but the parties acknowledge that said managers and representatives have such protections here.

1.3.4. "Park"

"Park" means Rancho La Paz Mobile Home Park.

1.3.5. "Recreational Facilities", "Park Facilities" and "Common Areas"

"Recreational Facilities", "Park Facilities" and "Common Areas" represent those facilities and areas of Rancho La Paz Mobile Home Park which are generally open for use by Homeowners, Residents, Additional Occupants and their accompanied Guests.

1.3.6. "Lot"

"Lot" means the real property portion of the Park designated or used for the occupancy of one mobilehome, which real property is rented to Homeowner by Owner, and the area one foot (1') below and sixteen feet (16') above grade. The boundaries of the real property rented to Homeowner shall be the lesser of either (1) the lot lines as determined by a governmentally approved survey or by a recorded plot plan, or (2) the apparent physical boundaries of the Lot as they exist at the time of execution of the rental agreement. However, if the area necessary to comply with setback requirements of state and local agencies comprises a smaller area than stated above, then this smaller area shall comprise the "Lot."

1.3.7. "Mobilehome"

"Mobilehome" is defined as described in the Mobilehome Residency Law § 798.3.

1.3.8. "Mobilehome Residency Law"

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

1.3.9. "Additional Occupant"

"Additional Occupant" includes persons sharing occupancy of the Lot pursuant to California Civil Code § 798.34, such as a companion or live-in caregiver.

1.3.10. "Guest"

"Guest" includes anyone visiting or residing with the Homeowner who does not have a tenancy with the Park and does not have the right to regularly occupy the Homeowner's mobilehome. Unless noted to the contrary, "Guest" also includes agents, employees, persons living with Homeowner allowed by the Mobilehome Residency Law, invitees, permittees, licensees or other persons in the Park at the invitation, request or tolerance of Homeowner.

1.3.11. "Companion"

A Homeowner who is living alone in the mobilehome and who wishes to share



occupancy of their mobilehome with one other person, to be designated as the Homeowner's "Companion" may do so, and Park Management shall not impose a fee for that person. A Homeowner may only designate one (1) person at a time as a "Companion" and shall not designate more than three (3) "Companions" in total during any calendar year, unless otherwise authorized by Park Management".

**1.3.12. "Live-in Caregiver"**

Homeowner may share their mobilehome with any person over eighteen (18) years of age if that person is providing live-in health care, live-in supportive care, or supervision to the Homeowner. Park Management may require written confirmation from a licensed health care professional of the Homeowner's need for the care or supervision, as provided for in Civil Code § 798.34(c).

**1.3.13. "Approval"**

"Approval" means that the Owner's prior written approval must be obtained by Homeowner before Homeowner commences any such action requiring Owner's approval. If Owner's prior written approval is required, Homeowner shall submit a written request to Owner, which describes the action Homeowner proposes to take.

**2. COMPLIANCE WITH RENTAL AGREEMENT AND RULES AND REGULATIONS.**

**2.1. Compliance with Rental Agreement.**

Homeowner shall not violate any term, condition or provision of the rental agreement applicable to Homeowner's tenancy in the Park.

**2.2. Compliance with Rules and Regulations.**

Homeowner will ensure that Homeowner, Residents, and Homeowner's Additional Occupants and Guests shall comply with these Rules and Regulations. The basic rules and regulations applicable to everyone are that all will (1) behave reasonably and be respectful of the legitimate rights of others, (2) do nothing to unreasonably adversely affect others, (3) do nothing that unreasonably endangers anyone or other person's property, and (4) not trespass, enter, invade, or touch the property of another without express or implied permission.

If one of your neighbors, another Homeowner, Resident, Homeowner's Additional Occupant or Guest is disturbing you, it is agreed that you will affirmatively contact the person and make a reasonable effort to resolve and remedy the disturbance. Owner shall have no responsibility, duty, or obligation to intercede in a "neighbor vs. neighbor" dispute, except as required by law. If the disturbance is of a criminal nature, then you should immediately contact the appropriate authorities or law enforcement agency and then contact the Park Management and fill out a complaint form. To report an in-progress, life threatening emergency, call 911.

### **3. OCCUPANCY LIMITS/USE OF SPACE.**

#### **3.1. Number of Occupants.**

The number of occupants of a mobilehome shall be limited to two (2) persons per the number of bedrooms present in the mobilehome, plus one (1) additional person per mobilehome. A bedroom is defined as a living space which is designed for sleeping and which has closet space and a window but does not have plumbing.

#### **3.2. No Commercial Activity.**

The mobilehome and Lot shall be used only for private residential purposes and no business or commercial activity of any nature shall be conducted thereon, except for home occupation businesses, which are properly licensed by the City in which the mobilehome is located and meet all City requirements. Notwithstanding the foregoing, the following commercial or business activity is prohibited.

Sharing residency of any Lot through a referral service (whether commercial or nonprofit) including but not limited to any website such as AirBNB, Vacation Rentals by Owner (VRBO), etc.

Any activity inconsistent with lawful and enforceable Park zoning and any conditional use permits, which would increase the risk of harm to the Owner or to any other person or property.

Any activity which increases insurance costs to Owner or Homeowner or affects the ability to obtain insurance.

Any activity which would increase noise, dust, vibration, odors or fumes, smoke or any other condition offensive to the senses, traffic (vehicle or pedestrian), congestion, deliveries and delivery or mail trucks, require storage of anything outside the mobilehome, or result in manufacturing of anything, require additional employees or other persons on the Lot or affect parking.

#### **3.3. Mobilehome Occupancy by Registered Owner.**

At all times at least one (1) Homeowner must be the registered owner of the mobilehome that occupies the Lot and must reside in the mobilehome as his or her primary residence. Each application for residency is based solely upon the applicant's qualifications; guarantors are not accepted. Each applicant for residency must represent, in writing, to the Park that the Lot is, and will be, the applicant's permanent and primary place of residency and that no other person will reside in the mobilehome on the Lot without the applicant's presence regardless of whether they have been listed on the application or rental agreement as a Resident or Additional Occupant.

#### **3.4. Guests and Additional Occupants.**

##### **3.4.1. Guests Must Register**

Guests must register with the Owner if they stay with Homeowner more than a total of twenty (20) consecutive days or a total of thirty (30) days in a



calendar year. With the exception of a Companion or Live-in Caregiver as set forth in Civil Code § 798.34, if any Guest stays beyond the foregoing periods, Homeowner will be charged a reasonable fee as set forth in the rental agreement for each day following the expiration of such period.

**3.4.2. Guests, Companions, Live-in Caregivers and Additional Occupants - Rules and Regulations**

Homeowner agrees to acquaint all Guests, Companions, Live-in Caregivers and Additional Occupants with the conditions of tenancy of the Park, including, but not limited to the Park's Rules and Regulations. Guests, Companions, Live-in Caregivers and Additional Occupants shall have no rights of tenancy in the Park, and any agreement between Homeowner and any Guest(s), Companion(s), Live-in Caregiver(s) or Additional Occupant(s) will not change the terms and conditions of the rental agreement between Park and the Homeowner.

**3.4.3. Guests, Companions, Live-in Caregivers and Additional Occupants - Use of Recreational Facilities**

Companions of Homeowner are permitted to use the Recreational Facilities without the Homeowner being present. Guests or Additional Occupants of Homeowner are permitted to use the recreational facilities only while accompanied by Homeowner. Live-in caregivers are not permitted to use the Recreational Facilities unless their Homeowner care-recipient is present.

**3.4.4. Violation of the Park Rules and Regulations**

A violation of the Park Rules and Regulations by a Resident, Guest, Companion, Live-in Caregiver or Additional Occupant, shall be deemed a violation of the Rules and Regulations by the Homeowner and subject to termination pursuant to Civil Code § 798.56(d).

**3.4.5. Recreational Facilities – Capacity**

Owner reserves the right to make a reasonable determination whether the Park's recreational and other facilities can accommodate all Homeowners and their Guests, Companion, Live-in Caregiver or Additional Occupants and, therefore, Owner may refuse any Guests, Companion, Live-in Caregiver, or Additional Occupants access to said facility if the Guests, Companion, Live-in Caregiver or Additional Occupants' presence would reasonably detract from the use and enjoyment of these facilities by other Homeowners and any Guests, Companion, Live-in Caregiver or Additional Occupants who are then using the facility.

**3.5. Responsibility of Homeowner.**

Homeowner is personally and fully legally liable and responsible for all the actions and conduct of their Residents, Guests, Companion, Live-in Caregiver and/or Additional Occupants while in any location within the Park, as though the actions and conduct were the Homeowner's. Homeowner releases and agrees to indemnify and provide a defense to Owner from and against all liability resulting from, in whole



or part the presence of a Resident, Guest, Companion, Live-In Caregiver, and/or Additional Occupant while on or near Park property.

### **3.6. Subletting.**

Homeowner shall not sublet, assign, lease, rent or otherwise allow any person to occupy the Lot for a fee or other enumeration except with the written consent of Owner. Consent by Owner shall not be unreasonably withheld. Subleasing may be permitted only under the following conditions: (1) A notice of intent to sublease is submitted by Homeowner for Park's written approval not less than thirty (30) days before commencement of the subleasing; (2) The proposed sublessee must complete an application for tenancy and must be approved for residency based upon criteria applicable to prospective purchasers under Civil Code § 798, et seq., including a reasonable determination of the ability of proposed sublessee to pay rent and to comply with the Park's Rules and Regulations. Accordingly, the proposed sublessee must: (a) Be presented to Owner and be approved by Owner; (b) Agree in writing to permit the Park to obtain a credit report from a credit bureau regarding proposed sublessee's credit history; (c) Pay a fee as may be permitted by the Mobilehome Residency Law for a credit investigation; (d) Be accepted in writing by the Park; (e) Execute a sublease in a form provided by the Park, which incorporates the duties required by this Agreement where applicable. Such execution must be accomplished at least three (3) days prior to the proposed sublessee taking possession of the Lot or mobilehome; (f) Execute a copy of the Rules and Regulations; and (g) Disclose all agreements between Homeowner and proposed sublessee.

Any subleasing of the Lot or mobilehome shall be null and void unless the Homeowner and proposed sublessee have complied with the terms and conditions of this Agreement. If Homeowner or proposed sublessee fail to comply with the provisions of this section, the sublessee shall have no rights of tenancy and may not reside on any basis in the mobilehome or on the Lot. The Park may require that Homeowner and the sublessee execute further residency documents reasonably necessary to protect Owner's interest.

If a sublessee has received approval by Owner, such sublessee may be permitted to occupy Homeowner's mobilehome and to use the recreational facilities. During the term of the sublease, the sublessee shall have the exclusive rights of possession and occupancy while the sublease is in effect and Homeowner shall have no such rights. Sublessee shall perform all duties and covenants of this Agreement as may be defined further in the sublease.

This Agreement may be terminated, at the sole option of the Owner, if Homeowner sublets the Lot or mobilehome in violation of this Agreement. Nevertheless, Owner retains the right to sublet any Lot or mobilehome located on any Lot within the Park.

Beginning with the sublessee's occupancy, Owner retains the option to increase the adjusted Base Rent under this Agreement to that amount of "consideration" (as defined in this subparagraph) agreed to be paid by sublessee to Homeowner for the sublease. Any increases under this Agreement shall become effective immediately



and automatically upon the effective date of any sublease. Any increases in rent, utilities, or other charges which are payable by Homeowner under this Agreement shall also continue to apply. Sublessee's "consideration" for the purpose of this paragraph shall include all monetary consideration charged to the sublessee by Homeowners which related to the occupancy of the Lot and the mobilehome, including, but not limited to, the use and enjoyment of the mobilehome, equipment, accessory structures, and for the use of the Park's common areas and facilities. Sublessee shall pay the "consideration" directly to the Park on behalf of the sublessor at Owner's sole option. Any such payment or performance shall not be construed as an agreement by Owner to make the sublessee a Homeowner. Moreover, Owner retains the option to increase the Base Rent (the Base Rent then in effect for the month immediately preceding the effective date assignment or transfer) in addition to any other rental adjustments provided for in this Agreement.

In the event that there is a change in applicable law limiting or otherwise affecting the Park's ability to increase rent or other charges due under this Agreement, then Owner shall have the right to immediately terminate the right to sublease and subleasing shall no longer be permitted. Subletting includes, but is not limited to, any of the following: subletting, assigning, leasing, renting or otherwise allowing any person other than Homeowner to occupy the Lot for a fee or other consideration, regardless of the time period.

Homeowner and sublessee, jointly and severally, shall be obligated to perform all duties required under this Agreement and under the sublease, and to such purpose, both sublessee and Homeowner shall be considered joint partners, and the termination of tenancy of either such partners shall apply of equal force and effect to both. Homeowner and sublessee further warrant and guarantee all required performance by either partner. In the event of default, Owner may terminate tenancy by joinder of the sublessee, or Homeowner, or both, and Homeowner agrees that any legal process to recover possession may be commenced exclusively against the sublessee. Notices served on sublessee shall be deemed served on Homeowner.

Homeowner and sublessee shall provide the Park immediately with any amendments, addenda or modification of the agreements between Homeowner and sublessee without further demand or request of the Park. Any failure to so or failure to make full disclosure of all terms of agreement between Homeowner and sublessee shall be grounds to prohibit subleasing by Homeowner and to require the immediate termination of any sublease.

### **3.7. Signage.**

#### **3.7.1. Signage – General**

All exterior signs and advertising flags, including, but not limited to "For Sale" signs, are prohibited except as permitted herein.

#### **3.7.2. For Sale Signs**

A Homeowner may place a sign in the window of the mobilehome, on the side



of the mobilehome facing the street, or by a sign in front of the mobilehome facing the street, stating that the mobilehome is for sale. Any Homeowner also may display a sign conforming to these requirements indicating that the mobilehome is on display for an "open house." However, "open house" signs are only permitted between the hours of 10:00 a.m. to 4:00 p.m. on the days a representative is onsite. The sign shall state the name, address and telephone number of the owner of the mobilehome or his or her agent and the sign face shall not exceed twenty-four (24) inches in width and thirty-six (36) inches in height. Signs posted in front of a mobilehome pursuant to this rule may be of an H-frame, A-frame or L-frame design with the sign face perpendicular or parallel to, but not extending into, the street. Homeowners may attach to the sign or their mobilehome tubes or holders for leaflets which provide information on the mobilehome for sale or exchange.

**3.7.3. Campaign Signs.**

A Homeowner may place a campaign sign relating to a candidate for election to public office, or to the initiative, referendum or recall processes, in the window or on the side of the mobilehome or within the mobilehome site. The sign may not exceed six (6) square feet and the sign may not be displayed in excess of a period of time from ninety (90) days prior to an election to fifteen (15) days following the election.

**3.7.4. Advertising to the Public**

Except as otherwise allowed by law, Homeowners may not advertise to the public, including any advertisement to invite members of public into the Park, including for meetings, garage sales, bake sales, and other similar events.

**3.7.5. Signs - Placement Restrictions**

No signs, including but not limited to, "for sale" or "open house" signs are to be attached to or placed in front of any other Lots, Park signage, streetlights, streetlight poles, or Park structures, including, without limitation, the clubhouse or any common area.

**4. MAINTENANCE AND STANDARDS FOR MOBILEHOME, ACCESSORY STRUCTURE AND LOT.**

The following standards have been developed to provide all Homeowners with the minimum requirements for the maintenance and care of the mobilehome and accessory structures installed on a Lot. In order to ensure architectural compatibility, construction, installation and maintenance standards must be adhered to. All exterior accessory buildings, and/or modifications on a mobilehome or Lot, including but not limited to, exterior painting, roofing, gutters, fences, landscaping, storage cabinet, and exterior lighting, must receive written approval by Park Management prior to application for building permits and/or start of work. Homeowners should always check with Park Management when planning any exterior change to his or her mobilehome or Lot before incurring any costs associated with the change.



Homeowners are cautioned that there are mobilehomes and Lots in the Park which contain accessory equipment and structures which no longer conform with present Park standards and regulations; therefore, Homeowner may not assume Homeowner's plans will be approved because the plans conform to accessory equipment and structures existing on other mobilehomes or Lots.

#### **4.1. General Maintenance.**

All accessories and related accessory components shall be constructed and installed in a "workmanlike" manner and maintained in good state of repair.

All improvements must be in accordance with all laws and regulations, with building permits and Management's prior written approval obtained for each project. Construction must be in a "workmanlike" manner that is aesthetically compatible with the mobilehome and be constructed out of material which has obtained written permission from Park Management.

#### **4.2. Steps/Decks/Porches/Ramps/Handrails.**

Steps, decks, landings, porches and/or ramps with sturdy handrails are required for each exterior door of the mobilehome. Walking surfaces shall be covered with indoor/outdoor carpeting, Trex, or other materials approved by Park Management. No animal enclosures, accordion type folding gates, wire screens, or mesh are permitted at steps, decks or porches. Lattice on porches, ramps, handrails and awnings is not permitted.

Each mobilehome shall be equipped with Park approved steps installed at every doorway to the mobilehome.

#### **4.3. Skirting.**

Skirting is required and must be constructed of the same material as the exterior siding of the mobilehome, or other Park Management approved material. Skirting shall securely surround the entire mobilehome to prevent animals from entering, with adequate cross ventilation provided. Any damaged skirting must be repaired within seven (7) days upon receipt of notice from Park Management. If a skirting material is no longer available, one of the other Park approved skirting materials may be used, however, all skirting around the mobilehome would need to be replaced to match. Reference Incoming Mobilehome Installation and Remodeling Standards for more information.

#### **4.4. Carports and Awnings.**

Carport and patio awnings are required. Carport awnings must be a minimum of ten feet (10') wide by forty feet (40') long, with exceptions for unique Lot configurations. Patio awning size requirements are based on Lot size and configuration. Awnings must be attached in compliance with all state and city codes and regulations. Awning columns/awning supports, and downspouts must be manufactured and vertically plumb and specifically engineered for local weather conditions, including wind. Runoff water shall be directed into the roadway gutters. Structurally damaged awning columns/awning supports shall be repaired immediately. If an awning column support or other component is no longer available, one of the other Park



approved awning materials may be used; however, all awning column supports or other components would need to be replaced to match.

Individual awnings ("eyebrow awnings") may be installed over windows, if the awnings are aesthetically compatible with the mobilehome and other awnings on the Lot and Homeowner obtains prior written permission from Park Management. No lattice, corrugated fiberglass or metal, canvas, cloth, screen, or roll-up type units are permitted to be installed on awning stanchions. Lattice is not permitted to be installed on carports, awnings, ramps, porch or stair railings.

#### **4.5. Storage Cabinets.**

Homeowner is required to have at least one (1) storage cabinet and may have a maximum of two (2) storage cabinets on a Lot, provided there is sufficient room on the Lot. The total, combined floor area of all storage cabinets on a Lot shall not exceed one hundred twenty (120) square feet. Storage cabinets must not exceed ten feet (10') in height from the foundation to the highest peak. Any utilities installed must have appropriate building permits. All mobilehomes with Hardiboard or Masonite type siding must have their storage cabinet constructed of the same material as the mobilehome. Shingle roofs, Hardiboard or Masonite type siding and colors shall be compatible with the appearance of the mobilehome. Plastic and Rubbermaid storage cabinets are prohibited.

A storage cabinet may be located immediately adjacent to the mobilehome on the Lot so long as: (1) the required exits and openings for light and ventilation of the mobilehome, cabana, or building component are not obstructed; (2) the location does not prevent service or inspection of the mobilehome or Lot's equipment or utility connections; (3) the separation requirements from structures on adjoining Lots is maintained, and (4) the placement of the storage cabinet is subject to Park's written approval.

#### **4.6. Awning Enclosures.**

Awning enclosures may only be placed on certain Lots and will be approved on a case-by-case basis, in the sole discretion of Park Management. All Homeowners must obtain prior written approval from Park Management prior to the commencement of construction. All applicable permits must first be obtained. Enclosures shall be manufactured, engineered units that are aesthetically compatible with the appearance of the mobilehome, constructed of aluminum and professionally installed with valid building permits. A minimum of fifty percent (50%) of the wall area of the enclosure shall be "open" and may be screened or enclosed with glass or "glassine" type plastic windows. Cabanas and ramadas are not permitted. All awning enclosures shall comply with § 1474, Title 25 of the California Code of Regulations.

#### **4.7. Electrical Service/Air Conditioners/Related Equipment.**

Homeowners or anyone working on behalf of a Homeowner, are expressly prohibited from attempting any repair, modification, or addition to a Park electrical pedestal. Due to the potential for overloading the Park's electrical distribution system, Homeowner must obtain prior written approval from Park Management



before the commencement of installation of electrically operated appliances such as air conditioners, electric clothes dryers, heat pumps, electric water heaters, electric kitchen ovens/stoves, and other electrical units. No electrical or refrigerated air conditioners are allowed to be hooked up to the Park's utility system. Homeowner agrees not to install electrical appliances that will use energy in excess of the engineered maximum capacity for Homeowner's Lot. Homeowner shall not install additional circuit breakers into the Park's service pedestals to increase their amperage. If Homeowner's electrical burden exceeds the calculated electrical capacity, Homeowner shall reimburse the Park within ten (10) days for all expenses incurred in remedying the situation created by the excessive electrical demands. Homeowner also agrees to hold Park harmless against any loss or damage incurred by reason of any injury to persons or property that occurs as a result of your Homeowner's electrical service. The safe connection of the mobilehome's utility system to the Park distribution system is Homeowner's responsibility. The Park retains the right to prohibit the use of any electrical appliance which would overload and strain the electrical distribution system in the Park.

All appliances installed must be in good operating condition and must not generate excessive noise or vibration. All appliances must be energized by the mobilehome's electrical system, meaning that Homeowner is not allowed to install additional circuit breakers into the Park's service pedestals to increase amperage. Air conditioning condensation water must be piped away from any structure and not be allowed to accumulate. Solar heating is generally not acceptable; however, exceptions may be made based on the architectural/aesthetic appearance of the solar heating unit and the location where it will be installed. No window room air conditioners or evaporative swamp coolers are allowed.

All installations pertaining to a heating and/or cooling system must be performed by a California state licensed contractor and Homeowner must obtain any permits required for installation. All outside electrical wiring, if any, must comply with state codes and regulations and be of weatherproof material.

#### **4.8. Exterior Lighting.**

Any exterior lighting must be of a type and placed so as not to be objectionable or a nuisance to other Homeowners in the Park or as would constitute a traffic hazard. Outside lighting is recommended by Park Management within these guidelines. Park Management reserves the right to reasonably determine whether exterior lighting is objectionable or a nuisance to other Homeowners. Any lights used on the exterior of Homeowner's mobilehome may only be a maximum of an incandescent lightbulb of 60 watts or the LED 60 watt equivalent and must be aimed only to portions of Homeowner's Lot, but not to any other Homeowner's Lot, mobilehome, or roadway.

#### **4.9. Fencing.**

Fences may only be constructed of vinyl, decorative brick, or block to a maximum height of forty-two inches (42") and must be approved by Park Management in writing prior to the commencement of construction. Other types of fences such as lattice, trellis, arbors, and archways must be approved by Park Management in writing, prior to construction. Fences along the rear lot line and side lot line, which



are constructed for windbreak or privacy, may not exceed six feet (6') in height. The top horizontal portion of any fence must be smooth with no sharp edges or spikes, with all posts anchored in concrete. To facilitate utility meter reading, maintenance and emergency response, the meter service area shall always be open and accessible and shall not be fenced in, locked, or enclosed. Fences installed across the front of the mobilehome are not allowed, nor are gates enclosing driveways. Note: some Homeowners may have fences existing as of the effective date of these Rules and Regulations, which do not comply with these Rules and Regulations. For these "grandfathered" Homeowners, so long as the fence was in compliance with the rules existing at that time, such fence may be maintained until such time as it falls into a state of disrepair, at which time the Park may require its removal.

#### **4.10. Antennas and Satellite Dishes.**

The following rules apply to the use and placement of antennas and satellite dishes on a mobilehome or Lot.

##### **4.10.1.Placement of Antenna**

For the placement of an antenna designed to receive over the air broadcast signals from local VHF and UHF television stations, prior written approval from Park Management is required respecting the placement and appearance of the antenna equipment. Regulations of the Federal Communications Commission (the "FCC") do not allow Park Management to prohibit installation of such antennas on homes; but they do allow reasonable restrictions. To maintain an attractive Park, Homeowners are strongly urged to rely on indoor antennas, or cable, rather than install visible outdoor antennas. Efforts have been initiated to urge change or reinterpretation of FCC regulations so that outdoor antennas may be prohibited. Homeowners are advised before spending money on an antenna that such an antenna may later be prohibited. If a Homeowner nevertheless decides to install an outdoor antenna, it must be affixed to the Homeowner's mobilehome or improvements within the Homeowner's Lot in a location not visible from the street. The antenna shall be no higher than twelve feet (12') above the roof line or larger than needed to receive a signal of reasonable quality. If such placement impairs the quality of reception, a partially visible antenna may be placed on the home or Lot in the most unobtrusive location possible, attractively shielded from view to the extent feasible. In all instances, the antenna should be securely affixed and placed in a manner that will not constitute a hazard. Plans for installation must first be approved in writing by Park Management.

##### **4.10.2.Placement of Satellite Dish**

For the placement of a satellite dish on a mobilehome designed to receive broadcast satellite service or other video programming services (referred to as a "satellite dish"), prior written approval from Park Management is required respecting the placement and appearance of the satellite dish equipment. Regulations of the Federal Communications Commission (the "FCC") do not allow Park Management to prohibit installation of satellite dishes of one-meter diameter (39") or smaller on homes; but they do allow reasonable restrictions affecting placement, appearance, or installation. A satellite dish installed by a



Homeowner of the Park must be affixed to the Homeowner's mobilehome or improvements within the Homeowner's Lot in a location not visible from the street. If placement in such a location impairs the quality of reception, a partially visible satellite dish colored to blend with its surroundings may be placed on the mobilehome or Lot in the most unobtrusive location possible and attractively shielded from view to the extent feasible. In all instances, the satellite dish must be securely affixed and placed in a manner that will not constitute a hazard. Satellite dishes larger than one meter (39") in diameter are prohibited. Plans for installation must first be approved in writing by Park Management.

#### 4.10.3. Homeowner Responsibility

Homeowner shall be responsible for all costs associated with any reception device that he or she installs including, but not limited to, all costs to (i) repair, maintain, relocate and remove any such reception device; (ii) repair damage to other property caused by the installation, maintenance or use of any such reception device; (iii) pay medical expenses incurred by the installation, maintenance or use of any such reception device; and (iv) reimburse and hold the Park harmless for all damages caused by the installation, maintenance and use of any such reception device.

#### 4.10.4. Applicable Laws

The laws applicable to satellite dishes and outside antennas are subject to change. Therefore, Homeowner is advised that changes in the law, court decisions and rulings by the FCC may affect their rights and obligations regarding the installation of satellite dishes and antennas in the future.

#### 4.11. **Spas, Hot Tubs, Pools.**

Installation of any spa, hot tub, pool, or accessory structure requires prior written authorization by Park Management and submission of the manufacturer's specifications for electrical or utility requirements. Spas, hot tubs and pools requiring anything other than connection to a 110-volt outlet on the mobilehome are not permitted. Building permits are required with utility connections completed by a California licensed electrical contractor. Spas, hot tubs and pools must be located in an inconspicuous area not visible from the Park's streets, subject to approval by Park Management and shall be covered and locked when not actually occupied. Strict Health Department water quality standards shall be followed at all times.

#### 4.12. **Earthquake Systems, Water Softeners, Damage.**

The Park strongly suggests that a California approved earthquake bracing/tie down system be installed under the mobilehome. If a Homeowner installs a mobilehome with earthquake-resistant bracing system, such system must be installed in compliance with the California Health and Safety Code and Title 25 of the California Code of Regulations and any requisite permit must first be obtained.

**4.12.1. Water Softeners**

Water softeners that discharge salt-water brine into the Park sewer system are not permitted. Whole house water filter/conditioners are permitted so long as they do not require a modification to the Park's utility pedestal. In such a case, prior Park approval and a permit is required before such installation.

**4.12.2. Damage to Common Areas, Property of Others**

Any damage to Park Common Areas or the property of others shall be Homeowner's financial responsibility. Due to underground utility hazards, Homeowner is required to receive prior written approval from Park Management before digging or driving rods or stakes into the ground.

**4.13. Structure Limitations.**

Only prefabricated, commercially manufactured accessory equipment and structures installed by professional, California licensed contractors are permitted. No "homemade" equipment or structures are allowed. This includes, but is not limited to, storage cabinets, room additions and similar accessory structures.

Park Management retains the right to place additional requirements on Lots in unique locations, such as corner Lots.

**4.14. Permits.**

Building permits, licenses, and other similar permission from governmental or quasi-governmental bodies or agencies are required and must be obtained before construction or installation of certain accessory equipment, structures, and appliances and all such appliances, equipment, and structures must comply with all federal, state, and local laws and ordinances. Only licensed contractors may do spray painting in the Park or install items which are required to be connected to the electrical, gas, or water supplies. Homeowner shall not change, connect to or modify any Park-owned utility located on his or her Lot or anywhere else in Park.

**4.15. Contractors Performing Work.**

Each contractor performing work in the Park on a Lot must be registered with Park Management and must be properly licensed and adequately insured. It is the Homeowner's responsibility to see that anyone performing work at his or her Lot has proper, written authorization from Park Management prior to soliciting a bid or commencing work. The Park assumes no liability, express or implied, for the quality of work performed by contractors hired by the Homeowner or for any damages resulting therefrom.

All work, improvements and repairs that require a permit must be performed by a California licensed contractor or by an owner-builder that meets such requirements under California law. Only licensed contractors having adequate liability insurance and, if applicable, Worker's Compensation insurance are permitted to work in the Park. Park may require contractors to provide proof of license and insurance in advance of beginning any work.



Homeowner shall not allow any lien (i.e. mechanic's lien, materialman lien, lis pendens, etc.), claim, demand or other claim arising from any work of construction, repair, restoration, maintenance or removal done to or regarding the manufactured home or Lot, to be enforced against Owner and/or recorded against the Park property, and Homeowner will pay all liens, claims and demands before any action is brought to enforce them. Homeowner shall immediately take all possible action to protect Park's interests at all times. Homeowner shall hold Park free and harmless from all liability for any and all such liens, claims or demands, together with all costs and expenses, including, but not limited to, attorney's fees and court costs incurred by Park in connection with them. If any such lien, claim or demand is made, Park may require the Homeowner to discharge same within thirty days by either payment, deposit, or bond. If Homeowner fails to do so, in addition to any other rights or remedies Park may have, Park may procure the discharging of the lien, claim or demand by either paying the amount claimed to be due by deposit in court or bonding. Any amount Park pays or deposits plus all other costs and expenses incurred, including reasonable attorney's fees and costs in defending any such action or procuring the discharge of the lien, claim or demand, shall be payable by Homeowner as additional monthly rent on the first of the calendar month together with rent after written notice to the Homeowner on the next monthly billing.

No work, including the delivery of materials or other things which would cause noise or other disturbances, may be performed during curfew hours as codified by local regulations. All work, including the removal of equipment, materials and other things which might cause noise or other disturbances, is permitted only between the hours of 7:00 a.m and 7:00 p.m., Monday through Saturday. No work on Sunday is permitted except between the hours of 9:00 a.m. and 5:00 p.m. and then only if the work is being performed by the Homeowner.

**4.16. Utility Easements.**

Easements for the installation and maintenance of utilities and drainage facilities have been reserved throughout the Park. Within these easements no structure, planting, or other material will be permitted that may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow for drainage channels in the easement.

**4.17. Mobilehome Exterior Colors.**

Only colors contained in the Park's color palette, shall be permitted as exterior paint of the mobilehome. All Homeowners must obtain written approval of colors, including body, trim accents, from Park Management prior to the commencement of painting the exterior of the mobilehome.

## **5. INCOMING MOBILEHOME INSTALLATION AND REMODELING STANDARDS.**

Please refer to the Incoming Mobilehome Installation and Remodeling Standards document.

## **6. APPEARANCE AND MAINTENANCE OF MOBILEHOME AND LOT.**

This paragraph applies to all Homeowners, regardless of whether Homeowner is the original occupant of the Lot or mobilehome. Homeowner must maintain and be financially responsible for the repair and maintenance of the Lot and all improvements to keep them in good condition and repair and in a safe, neat, clean, attractive, and well-kept fashion at all times. This includes, without limitation, the following: the mobilehome, attachments thereto, accessory structures, fences, and landscaping. This will require Homeowner to wash, clean, paint and treat the Lot improvements as necessary to maintain their original appearance. All carports, concrete, asphalt, and other surfaces shall be kept clean and free from vehicle fluids and other damaging substances. Any damage must be repaired or replaced by Homeowner within seven (7) days of occurrence.

### **6.1. Garbage and Trash Disposal.**

Garbage must be wrapped and, with other refuse, must be placed in plastic trash bags and kept out of sight in an approved container. Homeowner shall not litter any area of the Park, nor shall any trash or rubbish be stored outside the mobilehome. Homeowner is responsible for ensuring all of his or her garbage is securely sealed inside plastic bags so as not to attract insects, pests or animals. Combustible, noxious or hazardous materials must be removed from the Park and not placed in Homeowner's containers. All recyclable items must be kept in Homeowner's storage cabinet or trash containers with lids. Trash includes all grass cuttings, leaves, and other yard debris. Trash will be picked up periodically by the local refuse hauler. A maximum of two (2) approved containers may be placed at Homeowner's curbside; no materials may be left outside of the two (2) approved containers per Lot. Trash containers shall be placed at Homeowner's curbside no earlier than 12:00 p.m. on the day before the scheduled trash pickup. Empty trash containers must be promptly removed from the street and stored in an approved storage cabinet or otherwise not visible from the street or an adjacent mobilehome.

Dumpsters are provided in the Park for use by Park Management and Residents only. Residents shall not use the Park dumpster for dumping daily trash. Residents are permitted to dump large, bulky items in the dumpster. Items are not to be left outside of the dumpsters. Combustible, noxious or hazardous materials must be removed from the Park and not placed in the dumpster. Bringing trash from outside the Park to be disposed of in Homeowner's trash containers or Park dumpster is not permitted. Sanitary and health laws must be obeyed at all times.

### **6.2. Carports.**

Homeowner is responsible to repair damage to the Lot's concrete and/or asphalt surfaces caused by, but not limited to, oil drippings, anti-freeze, or gasoline spillage. If carport asphalt or concrete was installed by anyone other than the Park, the Homeowner will be responsible for the upkeep and maintenance.



### **6.3. Outside Storage.**

Nothing may be placed or stored outside of the mobilehome or storage cabinet(s) except as follows: Patio furniture that is designed for outdoor use, operable bicycles and barbecue equipment, all of which are to be maintained in an attractive and neat condition. Nothing is to be hung outside of the mobilehome or storage cabinet to dry or air, or for any other purpose, nor stored beneath the mobilehome, except hitches, wheels and lights removed from the mobilehome. No Homeowner may maintain more than two (2) storage cabinets on their Lot. The following are not allowed outside the mobilehome: upholstered furniture and appliances.

### **6.4. Grills, Bonfires and Firepits.**

One (1) gas or electric barbeque grill approved for use by Park Management may be placed outside the mobilehome. Burning of anything flammable (wood, paper, coal or any other material) is not allowed in the Park. Fire pits and bonfires are not permitted. Barbecue grills may not be transported to or used in the recreational facilities.

### **6.5. Flags and Flagpoles.**

Homeowner shall not display an excessive amount of flags, banners, wind chimes, bird feeders, or other items regularly outside of the mobilehome, to avoid causing a nuisance to other Homeowners in the Park. Flags shall not exceed thirty-six (36) inches by sixty (60) inches. No permanent flagpoles are permitted. Flagpoles which are four (4) feet or less in length, which are designed to be mounted on the front of the mobilehome and easily removed for storage, are permitted.

### **6.6. Outdoor Decorations.**

Any lighted decoration and/or lights used on the outside of Homeowner's mobilehome must be UL approved and are subject to Park Management's approval.

### **6.7. Holiday Decorations.**

Holiday decorations may only be displayed for thirty (30) days prior to and no longer than two (2) weeks after a holiday. Any lightbulb used on the exterior of Homeowner's mobilehome may only be a maximum of 60 watts and must be aimed only to portions of Homeowner's Lot, and not to any other Lot, mobilehome, or Common Area, including the Park's streets. Only UL approved holiday lights and decorations shall be used on Homeowner's Lot. Any decoration and/or lights used on the outside of Homeowner's mobilehome must be UL approved and are subject to Park Management's approval.

### **6.8. Mobilehome Window Coverings.**

All windows must have drapes, curtains, blinds, or shutters which are aesthetically pleasing, and must be maintained in good condition and repair at all times. Window, glass, and window screens must be maintained in very good order with no cracks, holes, rips, or tears. Items such as aluminum foil, bed sheets, drop cloths, etc., shall not be used as window coverings. Fiberglass or bamboo roll-up type shades are not permitted outside the mobilehome or accessory structures.

#### **6.9. Enforcement.**

Park may, in accordance with Civil Code § 798.36, charge a reasonable fee for services relating to the maintenance of the land and premises upon which the mobilehome is situated in the event the Homeowner fails to maintain such land or premises in accordance with the Rules and Regulations of the Park.

#### **6.10. Pedestal Area.**

The utility pedestal area (electric, gas, water, and sewer hookups) must be accessible at all times with an unimpeded access way, must remain unobstructed at all times and have adequate clearance. If the Park gas or water shut-off valves for the main lines are located on Homeowner's Lot, they must be kept uncovered and accessible at all times. Homeowner will bear the cost of any repairs to any utility damaged by Homeowner.

#### **6.11. Maintenance Duties Concerning Mold.**

Homeowner is responsible for moisture, accumulated water and mold on the Lot. Homeowner shall maintain the Lot so water does not accumulate on the Lot or under the mobilehome. Homeowner agrees to maintain the mobilehome and areas under the mobilehome and Lot free from conditions which produce mold. Homeowner is responsible for mold cleanup. It is imperative to treat and remove all molds.

#### **6.12. Health and Safety.**

Anything which creates a threat to health and safety shall not be permitted on the Lot. Therefore, no flammable, combustible, or explosive fluid, material, chemical or substance, except those used for normal household purposes, may be stored on the Lot. 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. Each Homeowner is responsible for effective extermination of infestation of insects, rodents, vermin, or other pests.

### **7. LANDSCAPING AND DRAINAGE STANDARDS.**

Each Homeowner shall landscape his or her Lot in a clean, attractive and well-kept fashion.

#### **7.1. Park Management Approval.**

No landscape installations or changes to existing landscape shall be undertaken without Park Management's prior written approval. Landscape of Lots or changes to existing landscape shall be completed within forty-five (45) days of the date of Park Management's approval of the installations or changes. Prior to commencing any landscaping work, including changes to existing landscape, changes, additions, or deletions to fences, carport, awnings, cabanas, or any structures of any kind, Homeowner shall submit a detailed landscape plan to Park Management for approval. Because of the infinite variety of living and non-living objects which may be used in landscaping, it is impossible to describe all things which the Park will or will not accept as landscaping. Consequently, the following general landscape standards are provided only to assist Homeowner in this preliminary planning. To



avoid damage to underground utilities, Homeowner must obtain the written consent of the Park prior to digging or driving stakes or rods into the ground. Homeowner is responsible for any damage caused as a result of digging upon the Lot. No landscape installations or changes may be undertaken without Park Management's prior written approval. Any alterations to existing landscaping made without Park Management's written approval must be returned to their original state within seven (7) days' notice from Park Management.

## **7.2. General Landscaping Standards.**

No changes may be made to existing landscaping that does not comply with the following standards or have prior written approval of Park Management.

## **7.3. Live Plants - Artificial Turf.**

Except for the use of artificial turf, which must be approved by Park Management, only live plants may be used.

## **7.4. Evergreen Grasses, Ground Cover, Flowers and Small Shrubs.**

Evergreen grasses, ground cover, flowers and small shrubs are generally acceptable. Lawns must be regularly mowed and trimmed and all landscaping must be kept clean and attractive in appearance.

## **7.5. Bark, Wood Chips and Colored Mulch.**

Bark, wood chips and colored mulch as a groundcover are not permitted.

## **7.6. Potted Plants.**

While potted plants are permitted, all such potted plants must be planted in attractive plastic or ceramic pots, trimmed, watered and maintained as necessary and not detract from the overall appearance of the Lot. Potted plants may not be placed at the front of the mobilehome, extending ten inches (10") around the sides. Park Management reserves the right to restrict the number of potted plants to no more than ten (10) pots per Lot.

## **7.7. Decorative Rock.**

Small decorative rock of an approved color not exceeding 3/4 inch (3/4") in size is approved as ground cover, if utilized with landscaping underlayment fabric or plastic designed for this purpose and does not cover more than 25% of the area of the Lot. Pea gravel is not permitted. If decorative small rock is used, additional matching rock must be added as necessary to ensure there are sufficient quantities to fully cover the fabric or plastic underlayment. Larger rock and boulders may be used in a landscape theme subject to Park Management approval.

## **7.8. Fertilizer.**

The Park expressly prohibits the use of any manures or odorous chemical fertilizer.

## **7.9. Water Features/Statues.**

Waterfalls, fountains, ponds or any other body or containers of water, statues and other forms of décor will only be permitted with Park Management's written approval.

**7.10. Fruit and Vegetable Gardens.**

A low-growing fruit and vegetable garden not to exceed one hundred (100) square feet is permissible in the rear portion of the Lot, provided it is neat, clean, and well cared for at all times.

**7.11. Trees.**

Homeowner must obtain written permission from Park Management to plant a tree on the Lot. Park Management retains the option to determine the location of and the type of tree which may be planted. Homeowner is responsible for all tree maintenance, including pruning, trimming or removal, and Homeowner's failure to do so entitles the Park to take corrective action and Homeowner shall reimburse Park for such maintenance. Large plants and trees may not be planted within five feet (5') of any street, driveway, walkway, patio or other improvements made of concrete or blacktop which might be cracked by roots. No tree or shrubbery is allowed which has or may develop a root structure which causes cracking, buckling, or otherwise interferes with streets, driveways or other Park facilities. The Park may trim, thin, or remove any tree it deems necessary to mitigate any hazard, health and safety violation, property damage, or other loss. Homeowner will not trim trees on Park property other than on their Lot without Park Management's written consent.

**7.12. Drainage.**

Homeowner is responsible to ensure the drainage on the Lot is correct so water will drain away from the Lot and discharge onto the roadway and not onto other lots or Park Common Areas. This may include re-grading of the Lot if the present grade does not meet these requirements. No one may alter existing drainage or grading of the Lot or Park without the Park's prior written consent. All watering systems shall be installed, maintained and adjusted as necessary to avoid water run-off and standing water. Any berms shall be maintained to avoid the accumulation of water on the Lot.

**7.13. Irrigation.**

An automated irrigation system must be installed in all areas of live, in-ground landscape. Prior to installing an irrigation system, Homeowner must submit a written plan to Park Management and obtain Park Management's written approval.

**7.14. Maintenance.**

Each Homeowner shall landscape his or her Lot in a clean, attractive and well-kept fashion. Lawns must be regularly mowed, trimmed, and watered with all weeds and debris removed regularly. Vegetation must not rub against or overhang any mobilehome, other structures, or interfere with property belonging to others or the Park's common areas. Trees and shrubbery must not obscure the open view of Park roadways. Homeowner is responsible to arrange for someone to maintain the Lot and landscaping while Homeowner is absent. Homeowner shall be solely responsible for any damage, repair or replacement that becomes necessary due to Homeowner's, or anyone working on behalf of Homeowner, actions while digging or otherwise working on the mobilehome, accessory structures or Lot. The street and gutters in front of the Lot shall be kept clean, neat, and free of dirt. Water from sprinklers or hoses is not allowed to excessively wet the streets or flood the gutters.



Timer-controlled automatic sprinklers shall be adjusted seasonally to prevent over-watering during cooler/wetter months.

**7.15. Notification of Hazards.**

Homeowner has an obligation to notify Park Management of any danger, hazard or health and safety condition or concern on Homeowner's Lot.

**8. NEW MOBILEHOMES, ACCESSORY STRUCTURES AND REMODELING.**

**8.1. Prior Approval.**

Homeowner may not install a mobilehome or accessory structures, make any alterations, improvements, additions or utility installations to, on or about the Lot or mobilehome, nor install, remove or change any existing improvements, or modify the drainage or landscaping nor make any contract for such work without Park's prior written consent and approval. See "Incoming Mobilehome Installation and Remodeling Standards" for more information on the installation of new mobilehomes and remodeling standards within the Park.

**8.2. Completion.**

All projects must be completed within sixty (60) days from the date the project commences. Park Management may grant extensions of time to complete the project upon showing of good cause.

**8.3. General Standards.**

Because of the wide variety of mobilehomes and other improvements, it is impossible to describe all improvements that are acceptable in the Park. Consequently, Park standards are listed only to assist Homeowner in preliminary planning. Homeowner is cautioned that there are Lots in the Park that do not conform to our present standards; therefore, do not assume Homeowner's plans will be approved because they are similar to other existing Lots.

Homeowner must maintain the Lot and other improvements in good condition and repair, including replacement of any items which are missing or damaged. Standards which were previously applicable to Homeowner's Lot and mobilehome and other improvements will remain applicable until Homeowner replaces, modifies, improves, repairs, or replaces the mobilehome or improvement. At the time Homeowner constructs, remodels, or repairs, Homeowner is obligated to adhere to the current Park standards then in effect.

**8.4. Utility Connections.**

Homeowner's connection to the Park's utility distribution system is the responsibility of Homeowner using only licensed contractors to make any connections. Changes to connections between the mobilehome and the Park's utility distribution system require prior written approval of Park Management.

**8.5. Exteriors.**

Homeowners must ensure the following: Exteriors of mobilehome must be kept clean and neat. All utility connections must be kept in safe, leak-proof, accessible,

and operative condition at all times. Materials not approved as accessories by Park Management may not be hung from the mobilehome or outside of the mobilehome. Patio furniture and barbecue equipment on the patio and storage cabinets that are neat and clean and approved in writing by Park Management are the only freestanding items permitted outside of the mobilehome.

#### **8.6. Lot Usage.**

Towels, rugs, clothing, or laundry of any kind may not be hung outdoors in view from other Lots or Park property at any time. A clothesline (a cord, rope or wire only from which to hang laundered item) or drying rack (an apparatus from which laundered items may be hung, but does not include a balcony, railing, awning, or other part of a structure or building) is permitted in an enclosed area of the Lot, so long as: (1) the clothesline or drying rack will not interfere with maintenance of the mobilehome or Lot; (2) the clothesline or drying rack will not create a health or safety hazard, block doorways, or interfere with walkways or utility equipment; (3) consent is sought before affixing a clothesline to any building other than the mobilehome; and (4) the clothesline or drying rack is not visible to other Lots or other Park property, streets and common areas. Storage is not allowed under the mobilehome, and all materials or debris gathered or accumulated there must be removed immediately upon request of Management. Vehicles may not be parked on vacant mobilehome lots. Repairing vehicles may not take place in the Park, including on vacant lots or in driveways, carports, or the streets. Washing vehicles is only permitted in the designated area of the Park and not on driveways, carport, streets or the Lot.

Clothes may be hung on the clotheslines provided adjacent to the laundry room. Use of the laundry lines or other laundry facilities provided by the Park is at your own risk of loss or damage to clothing or other items. Use of the laundry facility is governed by the posted rules and hours.

#### **8.7. Inspections.**

The Park is not responsible to inspect and approve any work done by Homeowner or for Homeowner by others, including, but not limited to, installation of the mobilehome, driveway, walkways, fence, or any other equipment or improvement of any type. To the extent that the Park may require work be completed and inspect or approve something, it is for the Park's own purpose only; and Homeowner is not entitled to rely on that inspection or approval to ensure that the item has been installed or constructed correctly or that work has otherwise been done as required. Instead, Homeowner is responsible for all required inspections and approvals and Homeowner agrees to indemnify and hold the Park harmless for any work which is improperly done.

### **9. RECREATIONAL FACILITIES.**

The Recreational Facilities and other Common Areas are for the use of all Homeowners, their Guest(s), Companion and Residents, as set forth in these Rules and Regulations. The availability of the Recreational Facilities and other Common Areas is posted and may be adjusted as deemed necessary by Owner. These facilities may be unavailable on occasion because of repairs and/or cleaning. The use of the Recreational Facilities



is a revocable right and may be revoked if Homeowner, members of Homeowner's household including Residents, Guests or Companion, fail to conduct themselves in accordance with these Park Rules and Regulations and all applicable laws. Park Management may impose a limit of two (2) Guests or Companion per Lot for the swimming pool, spa, or other Recreational Facilities if overcrowding will deprive other Homeowners or their Guest(s) or Companions from reasonably using such facilities. Additional rules and regulations posted in the Park are incorporated herein by this reference.

### **9.1. Limitations.**

Each person is required to adhere to the limitations on the use of the facilities that are posted in and about the facilities. The swimming pool is open and available seasonally with consideration given for unusual local weather conditions. Persons using the swimming pool or spa do so at their own risk. THERE ARE NO LIFEGUARDS AT THE POOL. USE OF THE POOL BY HOMEOWNER, HIS OR HER GUEST, COMPANION, ADDITIONAL OCCUPANT OR RESIDENT IS AT THEIR OWN RISK.

### **9.2. Swimming Pool and Spa.**

Only manufactured swimwear may be worn in the swimming pool or spa. No "cut-offs", walking shorts and/or street clothes will be permitted. For sun damage protection, plain, white t-shirts may be permitted in the pool or spa. All persons are required to be appropriately clothed while in Common Areas, with footwear worn in the clubhouse. Diving, running, shouting, horseplay, and excessively loud noises are not permitted. Audio devices shall be kept low in volume, so as not to disturb other persons' enjoyment. During scheduled events, i.e., lap swimming, and/or water aerobics, all persons using the pool or spa must participate in the organized event. Persons using the pool or spa must first shower and remove all suntan lotions and like products before entering the water. If any type of lotion is used, Homeowner must protect the pool furniture by covering the furniture with a large towel. Swim fins, floating devices, air mattresses, and toys are not permitted. Small kickboards for aerobic exercise and small protective floating devices are permissible. Persons using these facilities must have at all times full control of their bodily functions to avoid defecating or urinating in the swimming pool or spa. For health and sanitary reasons, all incontinent persons are required to wear swim diapers in the water. All persons shall promptly vacate the swimming pool/spa area at closing time.

CAUTION: BECAUSE OF THE TEMPERATURE OF THE WATER IN THE SPA, EVERYONE MUST BE CAREFUL AND DILIGENT NOT TO USE THE FACILITY FOR MORE THAN A FEW MINUTES AT A TIME. OLDER OR YOUNGER PERSONS AND ALL PERSONS WITH ANY HEALTH CONDITION MUST BE PARTICULARLY CAREFUL AND NOT USE THE FACILITY WITHOUT FIRST SEEKING ADVICE FROM THEIR MEDICAL PHYSICIAN. EACH PERSON IS RESPONSIBLE THAT HE/SHE USE THE FACILITY IN A MANNER TO ENSURE THAT HE/SHE DOES NOT HARM OR ENDANGER THEMSELVES OR OTHERS AND HOMEOWNER AGREES USE OF THE SPA IS AT HOMEOWNER'S OWN RISK.

### **9.3. Alcohol and Food.**

No alcohol, food, or breakable containers are allowed in or near the swimming pool or spa. Special consideration may be given with Park Management's prior written approval for Park sponsored events.

### **9.4. Clubhouse.**

The Clubhouse may be reserved at least two (2) weeks in advance by applying to Park Management. Except as otherwise provided in Civil Code § 798.50 and § 798.51, the following shall apply: A Homeowner wishing to reserve the Clubhouse is required to pay a refundable deposit. Reservations may be approved following submission of all required paperwork, if no scheduling conflict exists. The reserving Homeowner is responsible for returning the Clubhouse to the same condition as it was received and will be billed separately by Park Management for the costs of any clean-up and/or repairs. Park Management reserves the right to have cleaning and/or repairs performed on the Clubhouse, with the Homeowner billed separately, if the Clubhouse is not returned to the standard to which it was initially found. All functions are reserved for the Homeowner, their family and friends, with the majority of attendees being Park Homeowners. Each visitor must be a personal and direct invitee of each individual hosting Homeowner, with the Homeowner solely responsible for the conduct of his/her guest. All Recreational Facilities must remain open for use by all other Park Homeowners and their Additional Occupants, Guests and Companion, and Residents. Any person using or under the influence of a controlled substance, or otherwise intoxicated, will be subject to immediate expulsion from the Clubhouse event. Only with advanced written permission from Park Management, at our sole option, will alcoholic beverages be permitted to be served and consumed during a Park-sponsored event in the facility or Common Areas. The following is applicable to everyone using the recreational and common area facilities:

HOMEOWNER UNDERSTANDS THE DANGER OF BODILY INJURIES, LOSS, AND DAMAGES THAT CAN OCCUR WITH RESPECT TO THE USE OF THE RECREATIONAL FACILITIES, AS WELL AS THEIR ADJACENT AREAS. RESIDENT ON BEHALF OF YOURSELF, YOUR SPOUSE, OTHER MEMBERS OF YOUR HOUSEHOLD, OR GUESTS; HEREBY RELEASES AND SHALL INDEMNIFY AND HOLD HARMLESS THE PARK AND IT'S OWNERS, EMPLOYEES, AND REPRESENTATIVES FROM LIABILITY FOR ANY INJURY, LOSS, OR DAMAGE RESULTING FROM THE USE OF THE RECREATIONAL FACILITIES AND THEIR ADJACENT AREAS.

### **9.5. General Rules Regarding Use of Recreational Facilities.**

#### **9.5.1. Alcoholic Beverages**

No drinking of alcoholic beverages is allowed in or around the recreation area or building or pool area. No glassware or glass containers may be taken into any of the recreation areas.

#### **9.5.2. Gambling**

No gambling will be permitted at any time.



9.5.3. Noise and Conduct

Unreasonably disturbing noise and conduct are not allowed in the recreational areas.

9.5.4. No Smoking or Vaping

Owner reserves the right to restrict smoking and vaping in any portion of the Park's facilities. Smoking and vaping are not permitted in and around the indoor recreational areas.

9.5.5. Damage

Any damage done to the recreational facilities will be the responsibility of the Homeowner.

9.5.6. Rules – Change

Rules regarding Recreational Facilities may be subject to change with sixty (60) days' notice to Homeowner pursuant to Civil Code § 798.25.

9.5.7. Management Non-Responsibility

Park Management is not responsible for articles lost, damaged or stolen in or around the pool/spa area, laundry facilities and clubhouse.

9.5.8. Laundry Facilities

Laundry facilities are for the use of Residents only. The facilities will be closed from time to time for cleaning and repairs. Additional Rules and Regulations governing the use of laundry and its facilities are posted and incorporated by reference.

## 10. CONDUCT.

### 10.1. Resident Conduct.

Homeowner and his or her Residents, Guests or Additional Occupants shall not violate any local, state, or federal law while located anywhere on the Park premises, including, but not limited to Homeowner's mobilehome, and may not engage in, or allow any conduct, which is a substantial annoyance to other Homeowners, Residents, Guests, Additional Occupants or Park Management, violates any other Homeowner's, Resident's, Guest's or Additional Occupant's quiet enjoyment, threatens or displays violence to any other Homeowner, Resident, Guest or Additional Occupant or threatens damage to property. Homeowners must act reasonably to avoid the creation of a nuisance. In addition, Homeowner and/or his or her Residents, Guests or Additional Occupants may in no way harass, intimidate, annoy, threaten, or display any acts of violence toward Park personnel, including, but not limited to, Park Management and maintenance personnel. Any violation of this provision will be grounds for eviction and termination of tenancy. Furthermore, all Homeowners, Residents, Guests and Additional Occupants must refrain from disturbing the persons residing in the Park with noise or unreasonably loud activities between the hours of 10:00 p.m. and 7:00 a.m. Persons under the influence of alcohol or any illegal substance shall not be permitted in any area of the Park which

is generally open to Homeowners, Residents, Companions, Guests and Additional Occupants.

#### **10.2. Trespass and Entry.**

No person shall trespass on the Lot of others or on Park areas that are not normally open to general use. Park Management may, in the course of their duties and responsibilities, enter any area in the Park while in the actual performance of their official duties.

#### **10.3. Activities.**

The safe and reasonable use of bicycles, skates, rollerblades, scooters, and wagons is allowed, as it would be in any other typical residential-type neighborhood. Skateboards, remote controlled toys and activities involving flying objects or balls may not be used in the Park roadways. Any person who damages the property of another will be financially responsible for this damage. Any recreational activity in the streets is prohibited (for the safety of persons who may not be seen by drivers, for protection of property to avoid accidents). This limitation includes, baseballs, footballs or other such games involving flying objects, skateboards, razor scooters, "Big Wheels" and "remote control devices." Basketball hoops may not be installed on the mobilehome. Rolling, portable type basketball hoops are prohibited in the Park. The use or display of any weapon, including, but not limited to a bow and arrow, BB guns, knives, fireworks and guns are expressly forbidden.

#### **10.4. Basic Rules Applicable to All.**

These Park Rules and Regulations are intended to apply to all Park Homeowners as well as their Residents, Companions, Guests, and Additional Occupants. These Regulations cover a wide variety of subjects. While it is impossible to cover each and every possible situation, everyone is expected to conduct him or herself in a reasonable manner, respectful of Park members, staff and Park Management.

##### **10.4.1. Radios, Televisions, Record Players, Stereos, CD players – Noise**

Radios, televisions, record players, stereos, CD players, boom boxes, musical instruments and other devices must be used so as not to disturb others. No radios, televisions, record players, stereos, CD players, boom boxes, musical instruments or other electrical devices which can be heard outside of Homeowner's mobilehome may be operated between the hours of 10:00 p.m. and 7:00 a.m. "HAM" or "CB" radios or other radio transmitters may not be operated in the Park (except for emergency or special health and safety purposes). Operation of Unmanned Aerial Vehicles (UAVs) or drones are prohibited from use by anyone in the Park.

##### **10.4.2. Shopping Carts**

Grocery store/drugstore shopping carts are not permitted in the Park.

##### **10.4.3. Garage Sales**

Garage sales, patio sales, estate sales and/or moving sales are expressly prohibited.



10.4.4. Compliance with Laws/Ordinances

The violation of any law or ordinance of the city, county, state or federal government will not be tolerated. No acts or demeanor shall be permitted which would place the Owner in violation of any law or ordinance.

**10.5. Enforcing Compliance.**

If Homeowner violates any term of tenancy, a delay or omission in exercising any right or remedy by management will not impair any rights or remedies, nor will it be considered a waiver of any right or remedy. No waiver by Owner of the right to enforce any provision of the Homeowner's lease agreement and/or these rules after any default or violation on Homeowner's part will be effective unless it is made in writing and signed by Owner, nor will it be considered a waiver of any rights to enforce each and every provision of the Homeowner's lease agreement and/or these rules upon any further default or violation by Homeowner.

**10.6. Regulations, Documents and Incorporated Signs.**

Other regulations, documents and signs which are referred to and/or posted throughout the Park, in these Rules and Regulations, and our rental/lease agreements are incorporated herein by this reference. These signs are posted throughout the entire Park.

**10.7. Substantial Annoyance.**

Homeowner agrees that conduct which constitutes a substantial annoyance to other Park Homeowners within the meaning of California Civil Code § 798.56(b), shall include, but not necessarily be limited to, the following conduct or combinations thereof, upon written complaint by other Homeowners and witnesses and/or their willingness to cooperate and testify in a court proceeding due to the seriousness of the acts or omissions:

**10.7.1. Electronic Transmission Devices**

Operation of electronic transmission devices (i.e. "CB" radios) which interfere with radios, TVs or computers.

**10.7.2. Alcohol, Intoxication, Disorderly Conduct**

Open consumption of alcohol or other intoxicants and/or drunken or disorderly behavior whether at your Lot or in common areas.

**10.7.3. Unsafe Driving**

Unsafe driving within the Park including driving at an unsafe speed, failure to stop or yield, endangerment to pedestrians, children, and pets.

**10.7.4. Loud Vehicles**

Loud motor vehicle noises including modified muffler systems, car stereos and motorcycles going to and from your Lot.

**10.7.5. Improper Vehicle Parking**

Improper vehicle parking.

10.7.6.Failure to Maintain Mobilehome and Lot

Continuing failure to maintain the mobilehome and Lot, including landscaping according to the Park Rules and Regulations and general Park standards. This includes, but is not necessarily limited to improper open storage of personal property or debris, rubbish, litter, hazardous materials, inoperative vehicles, unregistered vehicles, unsightly vehicles and vehicle repair at the Lot.

10.7.7.Neighbor to Neighbor Disputes - Domestic Violence

Frequent arguments at your Lot (neighbor to neighbor disputes, domestic disputes, domestic violence, etc.) which are audible to a next-door neighbor inside their home or in the Park streets.

10.7.8.Terrorist Threats, Racial Ethnic Insults

Any terrorist threats or racial/ethnic insults made to others, including management staff or neighbors.

10.7.9.Brandishing of Weapons, Discharge of Weapons, Explosive Devices

Brandishing of any deadly weapon and/or discharge of any explosive device, including fireworks, or discharge of any gun including compressed air guns and "B-B" guns within the Park, whether intentional or accidental.

10.7.10. Law Enforcement Calls

A visit to the Park by the police for reported criminal and/or nuisance activity or disturbances of the peace at your Lot.

10.7.11. Frequent Gatherings or Short Visits at Your Lot

Frequent gatherings or short visits in the early morning or late hours.

10.7.12. Pet Behavior

The failure of Homeowner pet owners to monitor and be responsible for their pet's conduct. Homeowner pet owners must not allow their pets to cause damage or unreasonably annoy other Residents and/or their guests.

10.7.13. Loud Music

Loud music at the Lot night or day which is audible to a next-door neighbor inside their home or in the Park streets at an unreasonably loud level.

10.7.14. Open Fires

Causing any open fire, whether intentional or accidental.

10.7.15. Lewd or Obscene Behavior

Lewd or obscene behavior outside your home or in the common areas.

10.7.16. Disturbing the Peace

Disturbing the peace by behaving in an unreasonably loud or disruptive manner outside your home or anywhere in the Park.



10.7.17. Profanity

The uttering of profanity outside your mobilehome or in the common areas loud enough to be audible to persons passing by.

10.7.18. Evicted Former Residents

Allowing, to visit or live in your home, former Resident(s) who have been evicted, or who moved out after having been served with eviction notices, for substantial annoyance and/or behavior rules and regulations.

10.7.19. SUBSTANTIAL ANNOYANCE

WARNING: ENGAGING IN THE CONDUCT IDENTIFIED ABOVE, OR ANY OTHER CONDUCT DEEMED BY THE PARK MANAGEMENT TO BE A SUBSTANTIAL ANNOYANCE TO OTHER PARK RESIDENTS SHALL BE GROUNDS FOR A TERMINATION OF TENANCY AND IF NECESSARY, FORMAL EVICTION PROCEEDINGS. Park Management reserves its right to terminate the tenancy of a Homeowner for any other conduct upon the Park premises, including of a lesser amount or offensive nature than those items specified above, which constitutes a substantial annoyance to the other Park residents.

10.7.20. ZERO TOLERANCE POLICY FOR ILLEGAL DRUGS

The Park does not tolerate any illegal drug possession, use, and/or sale in the Park by Homeowner, Homeowner's family, any household members, Residents, Homeowner's Guests, Companions, Live-in Caregivers or Additional Occupants. Even a single incident of illegal drug possession, use, and/or sale in the Park by the Homeowner, Homeowner's family, any household member, Residents, Homeowner's Guests, Companions, Live-in Caregivers or Additional Occupants, with or without Homeowner's knowledge, shall constitute a substantial annoyance within the meaning of California Civil Code § 798.56(b) and may, at Park Management's sole option, serve as the basis for the termination of Homeowner's tenancy in the Park.

## 11. INTERPRETATION AND APPLICATION.

It is Park's intention to interpret and apply all of 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 the Park's part, but all of the remaining rules will remain in full force and effect.

Universal Rule Applicable to All. The basic rule and regulation applicable to everyone is that all will:

- A. Behave reasonably and be respectful of the legitimate rights of others;
- B. Do nothing to unreasonably adversely affect others;
- C. Not create a disturbing or loud condition

Not create a disturbing or loud condition that unreasonably disrupts the peace of others, including, but not limited to, shouting, fighting, arguing, the use of profanity in the common areas or such that it can be heard outside the home, unreasonably loud playing of radios, stereos, music and/or television;

- D. Do nothing which unreasonably endangers anyone or other persons' property; and
- E. Not trespass, enter, invade or touch the property of another without express or implied permission.

## 12. VEHICLES.

All motor vehicles must be operated in a safe manner and in accordance with California Motor Vehicle Laws. All traffic control signs shall be obeyed. Vehicles and vehicle operators must be legally licensed, with current liability insurance in full force and effect.

### 12.1. Driving.

Only licensed and insured automobiles, pick-up trucks, motorcycles, and recreational vehicles may be driven on Park streets. No off-road vehicles, such as dune buggies, "dirt-bikes", all-terrain vehicles, etc., are allowed to be operated in the Park. No vehicle may be operated in the Park by any person who is not properly licensed. All vehicles operated or parked within the Park must be registered and display current registration tags and be licensed for street usage. For the safety of all, no vehicle may be driven in an unsafe manner.

### 12.2. Riding.

All bicycles, skates, rollerblades, scooters, golf carts, etc., must be used in a safe and careful manner in accordance with traffic laws, and any other applicable laws or statutes. Such activities are undertaken at Resident's own risk, and Resident agrees to hold the Park harmless and indemnify the Park for any and all damages including any damages to Park property, which might be caused as a result of Resident's participation in such activities.

No bicycles, skates, roller blades, scooters, golf carts, etc., are permitted in the clubhouse, pool area, laundry area or other common areas of the Park. Bicycles, skates, roller blades, scooters, golf carts, etc., are permitted on the streets and established trails; however, they are not permitted on ramps or sidewalks to avoid damage to Park property.

*Define  
common  
areas*

Bicycles must be equipped with a light on the front and a reflector in the rear if driven at dusk or at night. Persons under eighteen (18) years of age must wear a helmet while riding a bicycle.

### 12.3. Maintenance.

All vehicles must be neat and clean in appearance and be in good operating condition. To prevent damage to roadways and carports, vehicles dripping oils or gasoline must be kept out of the Park until they are repaired. Except for minor



emergency repairs, such as changing a tire or battery, no maintenance or repairs are permitted on any vehicle, boat, or trailer other than in a designated area approved by Park Management, if such an area exists.

**12.4. Loud and Noisy Vehicles.**

No loud or excessively noisy vehicles are permitted to be operated in this Park. All vehicles must have "street legal" muffling devices installed and in good working order. Vehicles not in compliance with this noise abatement requirement will be refused admittance and will be required to leave the Park.

**12.5. Storage.**

No boats, campers, travel trailers, or other recreation vehicle shall be parked anywhere in the Park other than in the designated storage area, and only upon the execution of a separate agreement with the Park at the prevailing rental rate.

**12.6. Washing.**

Vehicles may only be washed at the area designated in the Park for such purpose. Only Homeowners and Additional Occupants are permitted to use the Park car wash area.

**13. PARKING.**

Parking of Homeowner's, Residents' and Additional Occupants' vehicle(s) is permitted only on Homeowner's Lot and may only be parked on the driveway, not on landscaped or other areas of the Lot. Street parking is allowed only to load and unload, provided the street is not blocked. No vehicle may be parked overnight on the street. Homeowner, Residents and Additional Occupants shall not park in areas designated as Guest or Visitor Parking without express written permission of the Park, which may withhold such permission as it so deems. Parking at Clubhouse spaces is authorized for the sole purpose of utilizing the facilities. Homeowners, Residents and Additional Occupant(s) shall not park or store any vehicle on unoccupied or empty lots without express written permission from Park Management. Visitors' vehicles must be parked in Visitor Parking areas or on the driveway of the Homeowner host only. Neither Homeowner, Resident, Guest, or Additional Occupant may park in any area designated as a fire lane. Vehicles parked in Homeowner's driveway shall not protrude into the street or roadway.

You may not park on other areas of the Lot, in roadways, or in parking areas reserved for visitors. These limitations do not apply to licensed contractors or vendors performing services for Homeowner or the Park during the time the service is actually being performed. No vehicles may be "stored" in the Lot carport and must be regularly used for transportation. For this purpose, "regular use" means operation and movement of the vehicle at least once a month. Only automobiles, pick-up trucks rated  $\frac{3}{4}$  ton or less, motorcycles, and campers attached to the pick-up truck that can be accommodated in your carport awning are permitted on the Lot. Commercial vehicles, tow trucks, buses, trailers, boats, personal watercraft, etc., or vehicles containing tools, equipment, lawnmowers, ladders, etc., or any other items that can be seen from the Park's street or other Lots are not permitted.

The Park is not liable for any damages to vehicles, including damages due to collision, malicious mischief, theft, vandalism, or any cause whatsoever related to vehicles parked on the Park premises. Improperly parked vehicles may be towed at owner's expense in accordance with applicable state and local towing statutes and ordinances. Vehicles parked in Guest Parking spaces which remain in the same space for ninety-six (96) hours will be presumed to be stored and may be towed, unless other arrangements are made with Park Management, in writing, in advance. Homeowner hereby gives the Park the express permission to tow any vehicle which is illegally parked or stored, either on the Lot or anywhere in the Park. Homeowner specifically waives any injury or damage to the vehicle while it is being towed.

All vehicles must be operated in a safe manner at all times. Homeowners, Residents and Additional Occupant(s) must obey all posted traffic control signs (e.g. stop signs, no parking signs, speed limit signs, etc.).

#### **13.1. Recreational Vehicles.**

Recreational vehicles may be parked on the street for purposes of loading and unloading for a period of time not to exceed four (4) hours.

### **14. PARK MANAGEMENT, COMPLAINTS AND SUGGESTIONS.**

All Homeowner complaints must be submitted to Park Management in legible handwritten or typed format during normal business hours. Homeowner complaints regarding Park facilities and management must include details such as the nature of the problem, the date, time and place it occurred or was observed. Any such complaints must be signed and dated by the submitting Homeowner.

Residents should be aware that it is the responsibility of the Residents of the Park to settle among themselves such issues as would normally occur in any neighborhood. Park Management will not interfere in or attempt to settle disputes of this nature. Residents, when appropriate, should notify City or County authorities. Documentation of Homeowner complaints regarding the conduct or activities of other residents must include details such as the nature of the complaint or activity, the date, time, and place it occurred or was observed and the names, if known, of the persons involved. The complaint must be typewritten or otherwise written to be legible, and any such complaints must be signed and dated by the submitting Homeowner. These complaints will be retained in the Park files. Should the situation escalate into a Park-related rather than a neighbor-related issue, Homeowner agrees that any submitted complaint may, if necessary, be used in court and the complaining party may also be required to appear in court to testify. All complaints should be mailed to the Park office or delivered to Park Management.

The business hours of Park Management are posted at the Park office/clubhouse. For life threatening emergencies call 911. For property endangering emergencies after business hours, contact Park Management by telephone. Call the office telephone number and follow the instructions in the recorded message. Homeowner shall not contact Park Management at their private residence at any time for any Park matter.



Owner shall be represented by a Park Manager who is vested with all the legal right and authority to enforce the Rules and Regulations on behalf of Owner. Homeowner shall not request that the Park Manager enter into any verbal or written agreement, waiver or other understanding, or to make an exception, or approve any arrangement inconsistent with the Rules and Regulations and/or rental agreement with Homeowner.

Please do not request the Park Manager to make promises or seek special favors. Homeowners are not to request that Park employees receive notices, mail, service of process, gratuities, deliveries or packages (in particular mail or parcel post) or other property from anyone for safekeeping, storage or any purpose on behalf of any Homeowner, Resident, Guest or Additional Occupant. Homeowner shall not request that the Park Manager work in or around any Homeowner's mobilehome in the Park except as needed to fulfill management duties. Homeowner shall not request that Park Management refer contractors for such work. Homeowner shall not ask the Park Manager to represent or give opinions about home values, quality, utility, condition or merchantability.

Park maintenance personnel are employed for maintenance of Park property only. Except for Park-owned homes, please do not ask them to do any work in or around the mobilehome. If Homeowner has any questions concerning the utility pedestal outside the mobilehome, or any questions in regard to the Park rules, please contact the on-site Park Manager. Park property, tools and equipment are for the use of Park personnel only. Homeowner shall not use or borrow any of the Park's property, tools or equipment.

#### **15. NUISANCE, WASTE, ANNOYANCE, PROHIBITION AGAINST.**

No one may allow any nuisance or waste in the Park. No one may encroach or trespass in any area which is not intended for general use by the Homeowners, Residents, Guests and Additional Occupants. For example, all gas, electric, water, and sewer connections and other tools and equipment connected with utility services must be avoided and not be tampered or interfered with. Homeowner shall not do anything that will constitute waste, nuisance, unreasonable annoyance, damage or injury to anyone or their property. Homeowners shall not permit any act or maintain or permit to be maintained any condition on Homeowner's Lot or mobilehome which may cause an increase in the rate of insurance the Park pays or increases the Park's costs of maintenance and repair or in any way increases the risk of damage to the Lot or the Park, or any person or property.

#### **16. PETS.**

Homeowners are allowed to keep two (2) pets in the mobilehome. Homeowner must register such pet with the Park and sign a Pet Agreement and Release. Owner reserves the right to deny Homeowner a pet if the proposed pet appears to present a threat to the health and safety or the general welfare of the Park or other Homeowners. Should Homeowner lose his/her pet, or should it die, Homeowner must register any new pet with the Owner.

A pet is defined as one domesticated bird, one cat, one small dog, or aquatic animal kept within an aquarium or other animal as agreed to by the Owner. Except for fish and caged

birds, only two (2) pets will be allowed per mobilehome. Pets permitted in the Park are house pets that spend their primary existence within the mobilehome.

Aggressive breed dogs, including but not limited to Pit Bulls, Dobermans, Chow Chows, Rottweilers, German Shepherds, Akitas, Staffordshire Terriers, Alaskan Malamutes, Great Danes, Siberian Huskies, Presa Canarios and Wolf Hybrids, are strictly prohibited.

Non-house pets are prohibited under any circumstances. Strange and exotic pets are not permitted.

Birds must be kept within the mobilehome and must be restricted to the type of birds generally kept as house pets such as parakeets, canaries, finches or parrots.

Farm animals (chickens, etc.) are strictly prohibited.

All pets must be fed inside the mobilehome. Outdoor feeding of any dogs, cats, and birds, including any stray or wild animals, is strictly prohibited.

The following rules must be strictly followed by pet owners:

**16.1. Inoculation.**

Each pet must be inoculated and licensed in accordance with local law. Evidence of such licensure and inoculation must be submitted by Homeowner to Park Management within seven (7) days after request for same. All state and local laws will apply in the Park, including, but not limited to, leash laws.

**16.2. Leashes - Park Streets.**

Pets must be on a leash when outside of the mobilehome. Pets may not be allowed to trespass upon other Homeowners' Lots. Homeowner pet owner is responsible for any damage caused by their pet. Pets running loose in the Park will be taken to or reported to Animal Control.

**16.3. No Disturbance.**

Pets will not be allowed to cause any disturbance which might annoy neighbors, including, but not limited to, howling, barking, biting, scratching, growling or any other unusual noises or damage. Park Management may, with or without cause and in Park Management's sole and absolute discretion, notify a Homeowner to immediately and permanently remove a pet from the Park if the pet exhibits any aggressive behavior including, but not limited to, biting, stalking, charging, chasing, attacking or otherwise threatening to attack or harm someone. Under no condition are pets to invade the privacy of any other Homeowner's Lot, flower beds, shrubs, etc. Owner and Park Management shall not be liable for any loss, damage or injury of any kind whatsoever caused by Homeowner's pet.

**16.4. Pet Excrement.**

If a pet is allowed to exercise in Homeowner's yard, all pet excrement must be immediately picked up, wrapped in paper and placed in the trash. If a Homeowner's yard is not kept clean and free of pet feces, the Homeowner is subject to termination



of the right to keep a pet, due to the significant health and safety issues caused by the accumulation of feces and the substantial annoyance caused to other Residents.

**16.5. Visitors, Guests or Additional Occupants.**

Visitors, Guests or Additional Occupants are not permitted to bring any pet into the Park, except for guide dogs, signal dogs and other service dogs, as defined in Civil Code § 54.1.

**16.6. Exterior Pet Housing Prohibited.**

No exterior housing for pets is permitted in the Park. This includes, but is not limited to, any type of confining barricade, cage or structure.

**16.7. Tying of Pets Outside Prohibited.**

Tying of pets outside the mobilehome and/or leaving them unattended outside is prohibited.

**17. HOME REGISTRATION AND LICENSE.**

Within ten (10) days of receipt from the Department of Housing and Community Development or Department of Motor Vehicles, Homeowner shall provide the Park Management with a copy of the mobilehome registration card or certificate of title. All mobilehomes within the Park must display a current license plate or decal issued by the appropriate agency of the State of California and registration must be current. Homeowner will provide said documentation within ten (10) days of written request from Park Management.

**18. LOT LINES AND EASEMENTS.**

The lot lines at the perimeter of the Lot were for purposes of compliance with legal requirements for construction and operation. The area leased by Homeowner includes the footprint of the mobilehome and accessory structures and required set-backs from the mobilehome and accessory structures; the area expected to be used and enjoyed may not be represented by apparent physical boundaries or lot lines of the Lot as they exist at the inception of tenancy, as such lines may be changed, enlarged or reduced as legal requirements, compliance or other business necessities may require. The designated lot lines are required by law and do not represent a warranted area for use and enjoyment, are subject to change and may be modified as allowed by law. Homeowner shall approve and allow a change in lot line locations. In such cases, no claim shall lie against Park Management for lot line alterations or satisfaction of such legal mandates or business necessities. Homeowner is responsible for Lot maintenance within the area defined by the lot line markers and may use, occupy and enjoy such area subject to further modification and alteration as provided. Homeowner shall maintain the lot line markers as they currently exist and promptly notify Park Management if the lot line markers are lost, moved or destroyed. The foregoing defines the enforceable expectations of use, occupation and enjoyment to which Homeowner is entitled.

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 Lot. The only exception will be where the originally established lot lines were subsequently changed by the Park 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. Park Management reserves the right to modify any lot line at any time provided that such modification does not violate any applicable law. If Homeowner or any prior Homeowner of the Lot or any adjoining Lot 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 Park Management's opinion), that the area encroached on belonged and is allowed to be used by that Homeowner, then the Homeowner or Homeowners of any adjoining Lot 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. Homeowners shall maintain his/her lot line markers as they currently exist and Homeowner will promptly notify the Park if Homeowner's lot line markers are lost, moved or destroyed. Homeowner shall indemnify and hold harmless Owner and its agents, employees, representatives, assigns, successors and attorneys against any loss, costs, damage, expense, (including attorneys' fees), or other liability incurred or imposed by reason of any person, association, firm or corporation claiming to have an interest in the event that Homeowner's lot markers are lost, moved or destroyed.

The Lot is SUBJECT TO ALL EASEMENTS AND ENCUMBRANCES of record and which exist in fact. The Lot may contain underground easements, rights of way, utilities or other encumbrances which may limit the maximum size of any mobilehome, accessory structure or equipment which may be subsequently installed on the Lot which would otherwise be permitted by defined lot lines and applicable codes and standards. No easement of any kind may be acquired in any area beyond the Lot, and no encroachment is permitted to ripen into any form of equitable servitude, easement, or possessory right of any kind.

#### **19. HAZARDOUS MATERIALS.**

No flammable, explosive or environmentally hazardous substances are permitted at the Lot other than those used for normal residential purposes and in limited quantities necessary for household use. Hazardous materials of all types must not be disposed of on the ground or in the refuse collection or sewage disposal system. Paint, cleaning substances, etc., shall be removed from the Park and disposed of at a legally authorized hazardous waste facility. Items that threaten the health and safety of the Park or are noxious in nature shall not be permitted at any time.

#### **20. INSPECTION OF PREMISES.**

Homeowner agrees that they have inspected and have found all improvements and facilities to be safe and in good working order. In the event that Homeowner finds anything not to be in safe and good working order, Homeowner agrees to notify the Park immediately in writing. In true emergencies, verbal notification is acceptable.



## **21. DISCLOSURES OF CONDITIONS.**

Homeowner agrees that all personal property, including the mobilehome placed on the Lot, shall be at Homeowner's risk and Rancho La Paz Mobile Home Park, Park Management and Owner shall incur no liability for loss or injury with respect thereto or with respect to any property or persons due to causes including, but not limited to, fire, explosion, flood, smoke, water escape, changes in level of underground water table, windstorm, hail, lightning, freeze, aircraft, vehicles (other than those operated by and for the Park), earthquake, mudslide, and insect or rodent damage of any nature whatsoever. Homeowner further agrees to hold Rancho La Paz Mobile Home Park, Park Management and Owner harmless from any liability arising from injury to person or property caused by any act or omission of the Homeowner, his family, licensees, or invitees.

### **21.1. Injury to Premises.**

Homeowner shall do nothing to injure, damage, or wantonly destroy his or her mobilehome, any accessory, any landscape or other appurtenances located on his or her Lot or to any property belonging to other Homeowners or the Park.

## **22. AMENDMENT TO RULES AND REGULATIONS AND SEVERABILITY.**

Owner and Park Management reserves the right to add to, delete, amend and revise these Rules and Regulations from time to time, as well as additional rules and regulations and hours posted in and about the recreational facilities, as provided in § 798.25 of the California Civil Code. These set of Rules and Regulations supersedes all existing Rules and Regulations.

If any rule or regulation or any document referred to is, in any way invalid or unenforceable, the remainder 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.

## **23. SOLICITATION.**

Distribution of unsolicited newspapers, handbills, and door-to-door selling is not permitted. Political solicitation is permitted by law during reasonable hours. All salespeople must make advance appointments with the individual Homeowners and Homeowners prior to entering the Park. Business cards and flyers may be posted on the Park bulletin board with approval from Park Management.

## **24. NOTICES.**

Any notices to Homeowners regarding these Park Regulations will be in writing and will be served pursuant to California Civil Code § 798.14 and/or California Code of Civil Procedure § 1162.

## **25. RESPONSIBILITY, LIABILITY AND REMEDIES.**

### **25.1. No Waiver of Default.**

Unless otherwise provided by the Mobilehome Residency Law, Park Management shall notify the Homeowner of the violation of these Rules and Regulations by either hand delivering the notice to the Homeowner or placing the notice in the United States mail. The failure by Park Management to provide such notice shall not constitute a waiver of any of the rights and remedies of the Owner or Park Management under applicable law or of the provisions of these Rules and Regulations. Park Management shall have the right at any time once a Rules and Regulations violation occurs to provide such notice. Homeowner shall not rely upon the Owner's or Park Management's failure to provide such notice in taking any action or not taking any action.

### **25.2. Remedies.**

The Owner shall have remedies, including, but not limited to the following:

- A. The termination of the tenancy of the Homeowner pursuant to Civil Code § 798.56; and
- B. The obtaining of an injunction enjoining the violation pursuant to Civil Code § 798.88.

### **25.3. Hold Harmless.**

Except for active negligence or intentional acts on the part of Owner or Park Management, Park Management and Owner are not responsible for loss of whatever nature suffered by a Homeowner, Resident or any Additional Occupant. Homeowner shall hold Park Management and Owner harmless for any loss or liability arising in connection with Homeowner's use of his or her mobilehome, Lot or Lot improvements, damage to other's property, or while using Park's premises, including any loss in connection with motor homes, travel trailers, boats or other property that is owned by Homeowner. Park Management and Owner are not responsible and will be held harmless in connection with works of improvement on the Lot or mobilehome made by Homeowner, his or her agent or contractor, or any party to such work. The failure of Park Management to record or post notice shall not affect Park's non-responsibility for such works or improvements.

### **25.4. Sewage System.**

Material which will not dissolve in the sewer system such as facial tissue, paper towels, sanitary napkins, tampons, disposable diapers or dryer sheets **MUST NOT BE FLUSHED DOWN THE TOILETS**. Homeowner agrees that water-insoluble material which may cause a sewer stoppage (including anything that does not dissolve in water) **SHALL NOT BE DISCARDED INTO THE PARK SEWER SYSTEM** (toilets or drains with or without garbage disposal treatment). Examples include (without limitation): a clothing or fabric material; paper products such as facial tissue, paper towels, sanitary napkins, dryer sheets, paper, magazines; plastic or synthetic material, such as packing, packaging or wrapping materials; insoluble foodstuffs including matter containing saturated fats (lard, animal oils and grease),



or coffee grounds, pet foods, organic or inorganic matter. No water-insoluble material, of any type or description, is permitted to be discarded in the Park sewer system which may cause a sewer stoppage. Homeowner is further responsible for all stoppage within the mobilehome and plumbing and sewer connection leakage or disrepair of fixtures in the mobilehome.

No toxic substances may be placed in any refuse container but must be carried out of the Park and disposed of in accordance with law. Such substances as oils, gas, machinery fluids of all kinds, paint, astringents, solvents, thinners, acids, detergent waste, etc. are prohibited from being disposed of in the Park.

A "sewer stoppage" (that is, a stoppage which can be identified as having occurred in the sewage drain lateral, that is, that portion of the Park sewage system that extends to an individual lot drain inlet from main sewer line, or within the mobilehome, caused by Homeowner's violation of this term of tenancy, and not affecting other mobilehome), shall be the responsibility of the Homeowner.

If Park elects to bill any foregoing sum which relates to "sewer stoppage" as additional rent, Park may add such amount to the monthly rent statement for the month(s) which next succeeds completion of the remediation. Such additional rent shall be paid together with the monthly rent and other charges of tenancy due for that month.

## **26. ENTRY UPON HOMEOWNER'S LOT.**

Except as otherwise provided by law, Owner, Park Management and their agents and employees shall have a right of entry upon the Lot for inspection for compliance with the rules and regulations, maintenance and reading of utilities, maintenance of trees and driveways and for maintenance of the Lot where Homeowner fails to maintain the space in accordance with the Rules and Regulations, and for the protection of the Park at any reasonable time and as allowed by law. Park Management may enter a mobilehome without the prior written consent of the Homeowner in the case of an emergency or when the Homeowner has abandoned the mobilehome.

## **27. RIGHTS OF OWNER.**

The Park is private property and Owner and Park Management reserve the right to refuse admittance to anyone, and to prevent trespassing at all times.

## **28. FIXTURES.**

All landscaping and structures or other improvements permanently attached to or embedded in the ground shall become a part of the realty upon their installation and belong to Owner. Upon Homeowner vacating the Lot, such improvements shall remain upon and be surrendered with the Lot. Owner may, however, at its sole option, permit or require Homeowner to remove, at Homeowner's own expense, said improvements. Homeowner shall repair any damage to the Lot caused by the removal, including, but

not limited to, the filling in and leveling of holes or depressions and shall leave the Lot in a neat and uncluttered condition with the Park's original engineered grade intact.

**29. PARAGRAPH HEADINGS.**

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

**30. RESERVATION OF FUTURE SURVEILLANCE FOR COMMON AREAS.**

Owner and Park Management reserve the right, but not the obligation, to monitor, by audio and visual equipment including a surveillance camera and recording equipment, common areas of the Park including streets, parking areas, clubhouse, and any other common areas of Park.

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

\_\_\_\_\_  
Homeowner

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

\_\_\_\_\_  
Homeowner

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

\_\_\_\_\_  
Homeowner

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

\_\_\_\_\_  
Homeowner

Lot: \_\_\_\_\_