

# VILLA DEL ARROYO

15750 Arroyo Drive  
Moorpark, CA 93021



## RULES AND REGULATIONS

Please read these Rules and Regulations carefully as they contain binding covenants, conditions and restrictions which apply to mobilehome tenancy and are incorporated by reference into the rental agreement.

- 1. INTRODUCTION.** These Rules and Regulations ("R&Rs") apply to all Homeowners, Residents, and Guests, as defined in section 1A, and any other person on Community premises. They are a part of each Homeowner's rental agreement. They are meant to comply with the California Civil Code Mobilehome Residency Law (MRL). In the event that any provision or guideline herein is determined to be invalid or unenforceable, the validity of all other provisions of the R&Rs or other Community tenancy documents shall remain in full force and effect. **This set of R&Rs supersedes the current R&Rs and shall be effective as soon as permitted by law.**

### **FAIR HOUSING ACT - Fair Housing Policy/Equal Housing Opportunity is the policy of this community and is the law.**

WE DO BUSINESS IN ACCORDANCE WITH THE STATE AND FEDERAL FAIR HOUSING LAWS. IT IS ILLEGAL TO DISCRIMINATE AGAINST ANY PERSON BECAUSE OF RACE, COLOR, RELIGION, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, SEXUAL ORIENTATION, MARITAL STATUS, NATIONAL ORIGIN, ANCESTRY, FAMILIAL STATUS, SOURCE OF INCOME, DISABILITY, MILITARY STATUS, MEDICAL CONDITION, GENETIC INFORMATION, OR FOR ARBITRARY REASONS. MANAGEMENT WILL NOT AT ANY TIME UNLAWFULLY ADMINISTER, ENFORCE OR EXPRESS ANY PREFERENCE WITH RESPECT TO EXISTING OR PROSPECTIVE TENANTS, RESIDENTS, OR GUESTS BASED ON ANY PROTECTED CLASS STATUS AS DEFINED UNDER SUCH LAWS. DISCRIMINATORY ACTIONS OF THE MANAGEMENT, LESSEES, HOMEOWNERS, RESIDENTS, GUESTS OR OTHERS MAY BE REPORTED TO OWNER'S AGENTS, OR THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING. NO SUCH UNLAWFUL ACTIVITY BY OTHER PERSONS WHETHER RESIDING IN OR DOING BUSINESS IN THE COMMUNITY OR OTHERWISE IS PERMITTED; ANY UNLAWFUL DISCRIMINATION KNOWN OR REASONABLY SUSPECTED MAY BE REPORTED TO APPROPRIATE GOVERNMENT AUTHORITIES FOR PROSECUTION.



### **A. Definitions**

- (1) "Community" refers to Villa del Arroyo mobile home park.
- (2) "Owner" refers to the 501(c)3 non-profit owner of Villa del Arroyo mobilehome community.
- (3) "Management" refers to the agent or representative authorized by contract to act on the Owner's behalf in connection with matters relating to tenancy in the Community.
- (4) "Community Manager" refers to the Management employee authorized to act on matters relating to tenancy in the Community.
- (5) "Homeowner" refers to a person who has a tenancy in a mobilehome community under a rental agreement in accordance with Civil Code §798.
- (6) "Resident" refers to a Homeowner or other person who lawfully occupies a mobilehome.
- (7) "Guests" refer to persons including a Homeowner's agents, employees, contractors, persons sharing the space pursuant to Civil Code §798.34(b), (c), or (d), invitees, permittees or licensees at the invitation, request or tolerance of a Homeowner.
- (8) "R&Rs" refers to these Rules and Regulations.
- (9) "Title 25" refers to the California Code of Regulations Title 25, Division 1, Chapter 2.
- (10) "MRL" refers to the California Mobilehome Residency Law, set forth in the Civil Code §798, et seq.

**B. Rental Agreement.** Homeowner shall not violate any terms or conditions of the Rental Agreement that is in force between Homeowner and Community. Management may seek eviction or other legal remedies for continued violations.

**C. Universal Rule.** Unless a more specific rule exists, the Universal Rule applies to all Homeowners, Residents, and Guests, which is: at all times, all persons must conduct themselves in a lawful, safe and peaceful manner so as not to adversely affect neighbors, Management, property, or others. No legal nuisance, safety violation, breach of quiet enjoyment, annoyance, violations of laws or regulations, or dangerous or injurious conduct or conditions of any kind are permitted, even if a specific risk is not particularly described.

**D. Compliance and Rights to Facilities/Benefits.** Violation of any federal, state, or local law is prohibited. Homeowners, Residents and Guests have the right to use Community facilities only if they comply with the R&Rs and other provisions of the Community's tenancy documents. The Owner may grant discretionary financial assistance to Homeowners from time to time. In order to qualify and continue to receive financial benefits, Homeowners must be in compliance with the R&Rs and other requirements of tenancy. If Homeowners are not in compliance financial assistance benefits will be withdrawn. Financial assistance may be reinstated, upon a period of compliance, at the sole discretion of Management.

**E. Complaints.** Homeowners should be aware that it is the responsibility of the Residents of the Community to settle among themselves such issues as would normally occur in any neighborhood. Management will not interfere in, or attempt to settle, disputes of this nature. Homeowner when appropriate should notify police or other governmental authorities. Except in emergencies, all complaints reported to Management for action should be in writing and signed by the person making the complaint. All complaints are confidential and will not be disclosed by Management except if required by a court.

**F. Enforcement.** Enforcement of these R&Rs are strictly a private matter between Management and each Homeowner individually. Management will make every effort to reasonably and uniformly enforce these R&Rs, but is not liable for inconsistent or lack of enforcement or for common disturbances. There may be instances when uniform enforcement will be impossible due to various practical and/or legal considerations. For example, Owner's legal advisors conclude that judicial willingness to enforce certain rules may not be reasonably certain, the severity of the violation warrants no enforcement activity, or due to other practical and legal reasons. These R&Rs are based on consultation with legal counsel for compliance with lawful housing policies. In the event that any policy becomes unenforceable, Management may rescind the policy without further notice without inference of fault or wrongdoing. Owner will not at any time unlawfully administer, enforce or express any preference with respect to existing or prospective Homeowners, Residents, or Guests based on any protected class status as defined under such laws. There are no third-party beneficiaries of any agreements between Owner and any other Homeowners.

**G. Delays Not a Waiver.** If Homeowner is in violation of any term of tenancy, a delay or omission in exercising any right or remedy by Management, regardless of who caused the violation or when it occurred, will not weaken any rights or remedies nor will it be considered a waiver of any right or remedy. No waiver by Management of the right to enforce any provision of these R&Rs after any default on Homeowner's part will be effective unless it is made in writing and signed by Management, nor will it be considered a waiver of any rights to enforce each and every provision of this Agreement upon any further or other default by Homeowner.

**H. Accepting Rent Not a Waiver.** Acceptance of rent shall not constitute a waiver of a rule violation, substantial annoyance, or other grounds that would result in the termination of tenancy. Acceptance of rent after service of a notice to terminate tenancy as specified in Civil Code §798.57 shall not waive, affect or prejudice the notice. Nor shall routine service of other notices, Management communications, or other actions or omissions of the Management waive, prejudice, or affect the right to terminate tenancy, process a purchaser application and approve a tenant for tenancy, or otherwise affect the rights of Management.

**I. Injunctive Relief for Violations.** Injunctive relief may be sought by the Management for violations of the R&Rs, and further, where good cause lies to seek a court order against acts, omissions and conditions which may unreasonably endanger life and limb of others, without proof of irreparable harm or lack of an adequate legal remedy. Such occurrences raise a conclusive presumption of irreparable harm and lack of adequate legal remedy and proof thereof is agreed to be unnecessary. For example, Management may seek a court order prohibiting the disposal of hazardous substances, which would violate law based on threat of such action, without also having to prove the nature or effect of the harm and injury suffered.

**J. Homeowner/Resident Meetings with Management.** Owner and Management shall make the rules and set standards. As set forth in the MRL, Article 5.5, Civil Code §798.53, Management shall meet and consult with Homeowners, upon written request, within thirty (30) days of the request, either individually, collectively, or with representatives of a group of Homeowners, at a mutually convenient time, regarding the following matters:

- (1) Resident concerns regarding existing Community rules
- (2) Standards for maintenance of physical improvements in the Community
- (3) Addition, alteration, or deletion of service, equipment, or physical improvements
- (4) Rental Agreements

**K. Residency Approval.** Any person wishing to purchase a mobilehome and become a Homeowner of the Community must complete an application to rent in writing and be approved by the Community Manager. The applicant must be willing to sign and comply with the terms and conditions as set forth within the Community tenancy documents. No rights of tenancy shall exist unless and until the Community Manager has approved the prospective purchaser as a Homeowner and a rental agreement has been executed, pursuant to the MRL, specifically Civil Code §798.75. Except in approved subletting circumstances as referenced in section 2E, at all times, the homeowners on the rental agreement must regularly occupy the mobilehome and must be the registered owners of the mobilehome.

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

Requester must make a request before any modification is made, before any expense is incurred for a modification, and in the case of an applicant for tenancy, before completing the purchase of a mobilehome. Expenditures made prior to completing the process of submitting a request and engaging in dialogue with Management cannot be considered in determining what constitutes a reasonable accommodation. Management will consider requests for reasonable accommodations as each need arises. A request for reasonable accommodation can be made by the person with the disability, a family member, or someone else acting on the individual's behalf. A request shall be made orally or in writing. Please request an application for reasonable accommodation from the Community office or submit your own informal request. If needed, Management will provide assistance for the individual to put this request in writing.

When a request for reasonable accommodation has been received, Management will respond in a timely manner. For example, a reasonable accommodation may include:

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

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

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

**M. Cooperation with Law Enforcement – Controlled Substances.**

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

## 2. USE OF SPACE

**A. Use of Facilities.** Homeowners, Residents, Guests and caregivers have the right to use of the homesite and Community facilities only if they comply with these R&Rs and the other provisions of the Community's residency documents. The Community is open to persons of all ages.

**B. Maximum Number of Occupants.** The number of occupants of a mobilehome is limited to two (2) persons per bedroom plus one (1) additional person. A bedroom is defined as a living space that is designed for sleeping and has its own built-in closet space, a window, and door entry into a common area of the mobilehome.

**C. Commercial or Business Activity.** No commercial solicitation is permitted in the Community. The mobilehome and homesite may be used only for private residential purposes, and may not be used for any commercial or business activity without prior written approval from Management. Any business that would generate noise or vehicular or pedestrian traffic from outside the Community, or that would require use of the Community's trash, water, or sewer utilities is prohibited.

**D. Primary or Secondary Residence.** Each applicant for residency must represent to Management that the leased homesite is and will be the Homeowner's primary or secondary place of residence in each year. Homeowners regularly living in the mobilehome for only part of each year must give Management their occupancy schedule. Except in approved subletting circumstances as referenced in section 2E, the Homeowner must occupy the mobilehome at all times when another person is living there.

**E. Subletting/Subleasing.** Subletting/Subleasing is not permitted except as provided for in Civil Code §798.23.5. At no time may other persons live in the mobilehome without the full-time permanent Homeowner. The subtenant must apply for residency and meet all of the Community's requirements for establishment of a tenancy (*e.g.*, minimum income, ability to comply with the community's rules, *etc.*) for approval of a sub tenancy. Management may reject the application if the prospective subtenant fails to demonstrate the financial ability to pay the rent and charges of the Community, or if Management reasonably determines that, based upon applicant's prior tenancies, he/she may not comply with the R&Rs of the Community. If the subtenant's application is accepted, the Homeowner or designated legal representative, the prospective subtenant, and the Management must first sign a Subleasing Agreement whereby the subtenant acknowledges and agrees that he/she does not have tenancy rights in the Community, nor is he/she a "Homeowner" (as defined in Civil Code §798.12 and §798.9) respectively, and Homeowner acknowledges continued exclusive responsibility for rent of the homesite.

**F. Proof of Title & Current Registration.** Each mobilehome owner, upon Management request, must be able to show proof of title and current registration. The Homeowner is responsible for maintaining compliance with all applicable state and local laws for registering the mobilehome as it exists on the homesite. Homeowner shall furnish Management with information on any changes that occur in the legal or registered ownership.

**G. Resale and Approval for Tenancy.** When a Homeowner wishes to sell his or her mobilehome that is to remain in the Community, the Homeowner shall ensure that the prospective purchaser shall apply and be accepted for tenancy in the Community prior to sale or transfer of the title.

## 3. GUESTS

**A. Guest Fees.** For any Guest who stays with Homeowner more than a total of twenty (20) consecutive days or a total of thirty (30) days in a calendar year (hereinafter "grace period"), Homeowner may be charged a guest fee for each month following the expiration of such grace period. The additional charge shall be due and payable on the day after the expiration of such grace period and shall thereafter be due on a monthly basis, paid in advance. No such charge will be imposed if the Guest is an immediate family member of Homeowner (as set forth in Civil Code §798.35), or if the Guest is sharing Homeowner's mobilehome pursuant to Civil Code §798.34 (b), (c) or (d).

**B. Registration.** Guests who stay with a Homeowner for more than twenty (20) consecutive days or thirty (30) days in a calendar year are required to register, and be approved, with the Community as additional occupants by submitting copies of a government issued ID and Social Security card. Such persons have no rights of tenancy.

**C. Guest Conduct.** Homeowner is responsible for the conduct and activity of Homeowner's Guests and their compliance with the R&Rs. Homeowner must acquaint all Residents, Guests, and occupants of the mobilehome with the Community R&Rs.

**D. Use of Facilities.** A Guest is permitted to use the recreational facilities only while accompanied by a Homeowner. Management reserves the right to determine whether the Community's recreational and other facilities can accommodate the Homeowner and their Guests; therefore, Management may refuse any Guest access to said facilities if the Guest's presence would unreasonably detract from the use and enjoyment of these facilities by other persons who are then using the facilities.

**E. Occupancy.** Guests may not occupy or otherwise use Homeowner's mobilehome in the absence of the Homeowner without Management's prior written consent.

#### 4. CONDUCT

**A. Actions Prohibited.** Actions by any person of any nature which may be dangerous, injurious, a nuisance, breach of quiet enjoyment, disturbing, annoying, offensive to the senses of other Residents, tortuous, damaging, illegal (a violation of any law, ordinance, regulation or statute), or which may create a health and safety risk or unreasonable interference with the rights and privileges of others in the Community are prohibited. This includes, but is not limited to, any unusual, disturbing or excessive noise, intoxication, arguing, quarrelling, threatening, fighting, or illegal conduct, illegal activity, dangerous, negligent, rude, or boisterous conduct or condition that is objectionable or abusive in language or conduct to other Homeowners, Residents or Management staff of the Community. Homeowners shall be held responsible for any damages to property or persons in the Community caused by their Residents, including children, and Guests.

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

**C. Disturbances.** Radios, televisions, record players, musical instruments, and other devices must be used in a manner so as not to disturb others. The design of mobilehomes may resonate or amplify stereo reproduction and sound so as to disturb and annoy other Homeowners, especially sound in the bass range, therefore, it is suggested that you keep this in mind when playing these devices. "Ham" or "CB" radios or other radio transmitters that cause interference to telephone, television or radio reception may not be operated in the Community. Construction or repairs and homesite gatherings that create noise are not permitted before 8 a.m. or after 9 p.m.

**D. Toys, Drones, Ball Playing, Play Equipment.** Electric and gas toy cars and vehicles, aerial drones except for approved commercial purposes, and objects such as baseballs, softballs, soccer balls, volley balls, footballs, or throwing of hard balls, hard projectiles, boomerang or flying type products of any kind, design or purpose are prohibited within the Community, including at the homesite. The Community's streets shall not be used for the playing of games. Homeowners shall not install play pools or inflatable pools at their homesites. Play equipment and inflatable bouncers shall not be installed temporarily or permanently without Management approval.

**E. Use of Storage Sheds.** Sheds are to be used for storage only and may not be used as a home, living space, office, studio or workshop. No individual is allowed to sleep in a shed. Electricity in a shed, or running electricity by extension cord into a shed, is prohibited.

**F. Outside Storage.** Wheels, hitches and other mobilehome accessories permitted by law are the only items that may be stored under the mobilehome. One set of furnishings specifically made for outdoor use, a manufactured barbecue, and a grouping of potted plants kept in an orderly manner may be placed on the patio, porch, yard, or other approved portions of the homesite. Storage of any other items outside the mobilehome, including behind the home and on top of any storage shed is prohibited; this includes, but is not limited to, storage of appliances, equipment, tools, containers, boxes, water filled pools, wood, pipe, bottles and cans, garden hoses (except in an enclosed caddy), bicycles, or any item that is unsightly in appearance. No towels, rugs, wearing apparel or laundry of any description may be hung outside the mobilehome without Management approval. Driveways may not be used for storage of any kind from the steps to the street.

**G. Property/Debris Removal from Homesite, Charges.** If Management determines that the removal of personal property from the homesite is necessary to bring it into compliance with the R&Rs or applicable law (Title 25), Management may remove the property to a reasonably secure storage facility or area. Management will provide written notice of at least fourteen (14) days of intent to remove the personal property. Homeowner is responsible for reimbursing Management for the actual, reasonable costs, if any, of removing and storing the property. Within seven (7) days from the date the property is removed to a storage facility or area, Management shall provide written notice that includes an inventory of the property removed, the location where the property may be claimed, and notice that the cost of removal and storage shall be paid by Homeowner. If, within sixty (60) days, Homeowner does not claim the property, the property shall be deemed to be abandoned, and Management may dispose of the property in any manner.

**H. No Trespassing.** Trespassing, meaning entering the Community without authorization of Management, is prohibited. Homeowners, Residents, and their Guests shall not encroach or trespass on any other Homeowner's homesite or any area which is not open for general use to all Homeowners, Residents, and Guests.

**I. Sleeping in Vehicles.** At no time may any type of vehicle be used as a home, and no individual is allowed to sleep in any vehicle including RVs, anywhere on Community property.

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

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

**L. Community Yard Sales.** Yard sales and similar events attract vehicles that park in the Community's limited parking areas and fire lane streets that must be kept clear for emergency vehicles, and therefore, are prohibited.

**M. No Fires Permitted.** With the exception of barbeques and small, screen-covered fire pits approved for use by Management, or properly permitted fireplaces and other appliances installed in a Homeowner's mobilehome, no fires are permitted on the homesite or in any other area of the Community. Fireworks are strictly prohibited in the Community.

**N. Additions.** Adding rooms or additional enclosed floor space onto a mobilehome in the Community is strictly prohibited.

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

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

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

(1) No cultivation, growing, or keeping of any marijuana plants outside the walls of the mobilehome structure is permitted (including screened or other patios, under awnings, driveways, inside sheds, pots or other vessels). Violation of this rule may be enforced by 14-day notice of removal and/or premises maintenance including discarding of offending plants including containers; and

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

(3) Any use of marijuana in the vicinity of a minor shall be reported to law enforcement for prosecution of applicable crimes and violations of law set forth in the California Penal Code, Welfare and Institutions Code, Health and Safety Code, including reckless endangerment, contributing to the delinquency of a minor and other applicable law; and

(4) Notwithstanding the foregoing, the Community reserves the right to modify or interpret this rule in accord with legal developments, including *James v. Costa Mesa*, holding that marijuana is not a reasonable accommodation of a disability under federal law.

## 5. MOBILEHOME STANDARDS

**A. Mobilehome & Accessory Requirements.** The Community requires that the mobilehome, and any accessory must be approved by Management, must be maintained in good and safe condition, and must conform to the standards of the Community as recited herein, regardless of who installed the mobilehome or accessory. Accessories are defined in Title 25 as a building or structure including an awning, window awning, cabana, ramada, storage cabinet or shed, carport, fence, stairway, ramp, porch, or any other building or structure other than a patio, established for the use of the occupant of a mobilehome. Mobilehomes and accessories not approved by Management that existed prior to these R&Rs may be permitted to temporarily remain in place at Management's sole discretion with written approval. Homeowners, at their expense, may be required by Management to remedy mobilehomes and accessories out of compliance, or without government permits, at any time during their residency or upon selling the mobilehome. In the event of removal by the Community of an accessory covering a gas or water line needing repair, the Homeowner has the sole responsibility to restore the accessory at his/her expense.

**B. Mobilehome & Accessory Procedures.** The Community requires Homeowners to adhere to the following procedures before commencing any changes or improvements to the mobilehome or accessory.

(1) Plan Approvals. Prior to commencing a mobilehome or accessory installation, or a change in any equipment such as a furnace, air unit, or water softener, which is to be connected to the gas, electric or water supply, Homeowner shall submit for Management's approval a written plan, on a Lot Improvement form available from the Community Manager, describing in detail the proposed installation. The plan shall include a drawing that shows the dimensions of the mobilehome, placement of the mobilehome on the homesite, and proposed size, composition and placement of the installation in relation to lot lines and all other structures.

(2) Quality Standards. Only accessories that are prefabricated or otherwise professionally manufactured may be installed on the homesite. Mobilehome construction materials and accessories not constructed to existing norms in the Community, as determined by Management, may be permitted only with prior written approval of Management.

(3) Permits and Inspections. Homeowner is responsible for obtaining permits, licenses, and inspections pertaining to mobilehomes and accessory installations. Building permits or licenses that are required by law or regulation in order to perform an installation, or modification to Homeowner's mobilehome or accessory must be secured prior to any installation or construction of said installation or modification. Homeowner shall provide Management with proper permits upon Management's request. More information is available at [www.hcd.ca.gov](http://www.hcd.ca.gov).

### C. Mobilehome & Accessory Standards

(1) Mobilehome & Accessory Installations. The Homeowner must obtain prior written approval from Management before any mobilehome is transported to the Community. Management must approve a written plot plan as part of an application for installation of the mobilehome. Mobilehome installations shall conform to the Community's architectural standards available from the Community Manager. Once the mobilehome is transported to the Community, it must be inspected by Management before it may be installed on site to ensure that it matches the plot plan and is in compliance with all applicable government regulations. Any temporary steps provided by the mobilehome dealer must be removed from the homesite no later than sixty (60) days from the date the mobilehome is moved into the Community. All mobilehome

accessories (porches, awnings, skirting, fences, sheds etc.) shall be pre-approved by Management and installed within sixty (60) days of installation of the mobilehome, or for existing homes, within sixty (60) days of the date of Management approval. Any plan deviations must be approved by Management.

(2) Siding and Skirting. All mobilehomes must maintain exterior siding and skirting in good repair, in panel or plank form, made of Hardie board, composite wood, or aluminum, which is painted to meet Community standards. Skirting is required around the entire perimeter of the mobilehome including porches. All colors must be approved by Management prior to painting.

(3) Awnings and Supports. Awnings and supports are required on all mobilehomes and must be made of anodized aluminum consistent with the Community standard. Damaged awnings and supports must be repaired promptly. Awnings may not be made of wood. Supports may not be made of wood, plumbing pipe, or plastic. Driveway awnings must extend backward from the front edge of the mobilehome and be a minimum of forty (40) feet long. All materials and colors must coordinate with the mobilehome.

(4) Porches, Steps, and Handrails. Porches, steps, and handrails must meet appropriate governmental building codes. Porches must be fully covered by an awning matching the floor area. Porches shall not be enclosed with walls or screening materials unless permitted in writing by Management. Surfaces of porches and steps must be covered with outdoor carpet, Trex style planks, or other approved material. All steps must be side faced with materials that match the mobilehome in composition and color. Handrails shall be installed in compliance with Title 25 at thirty-four (34) inches to thirty-eight (38) inches in height and be made of anodized aluminum, vinyl, or wood. Handrails shall have open spindles and may not be of solid wall construction.

(5) Privacy Screens. Privacy screens on porches, patios, and carports are permitted on the homesite only with prior written approval of Management. Screens must be 50% open material and not solid. Metal, tarps, solid plastic, cloth, blinds, or bamboo screening materials do not meet this standard and are not permitted. White plastic lattice screening is permitted if installed correctly. Screens may include one horizontal row of 4' x 8' panels, a minimum of eighteen (18) inches from the roof line, framed in with 1" x 1" wood with brackets to prevent bending. Carport and porch screens may begin at the second awning post from the street. Privacy screens must be in good repair at all times or they will be required to be removed.

(6) Roofing. All new or replacement roofs on mobilehomes must be composition asphalt shingles with a color approved by Management. Overlay or wrapped roofs are not permitted. All damaged roofs, including shed roofs, must be repaired promptly. Tarps and weighted blocks may be used temporarily for leaking roofs with Management approval.

(7) Facia and Flashing. All mobilehomes shall maintain facias on the mobilehome and awnings that blend with the roofing and awning materials and eliminate a line of demarcation between the mobilehome roof and the awnings (unitizing). Missing or damaged facia shall be repaired promptly. Metal flashing shall be installed completely around the perimeter of the mobilehome roofline.

(8) Rain Gutters. All mobilehomes must be fitted with durable metal or plastic rain gutters and down spouts that extend to the ground and drain water away from the mobilehome and adjacent lots, or directly to the street.

(9) Carport Driveways. A concrete carport driveway that extends in length from the street to no further than the rear edge of the mobilehome, and in width from the mobilehome to no further than the edge of the property line is required. Carport driveways shall not be enclosed.

(10) Storage Sheds and Cabinets. The type and proposed location of storage sheds or cabinets must be approved by Management. Homeowner may install up to two (2) storage sheds or cabinets, which shall not exceed a combined floor area of one hundred twenty (120) square feet, and shall not exceed eight (8) feet in height. They must be three (3) feet from the mobilehome and placed at the end of the driveway, which may not extend past the rear edge of the home. They may not be installed over the Community's backyard water and gas lines. If composed of wood studs or wood exterior, they must be three (3) feet from the property line. All storage sheds and cabinets must be maintained in good condition and must be painted to match the mobilehome exterior. Electricity inside, or electric cords running to, a storage shed or cabinet is not permitted.



(11) Ramps. Wheelchair and walking ramps to mobilehomes are permitted if constructed to government building code standards and proper permits are submitted to Management. Ramps shall be placed in driveways or behind the mobilehome, not in front of the home where they can pose a danger to vehicles and violate set back requirements.

(12) Fences and Retaining Walls. Homeowner must obtain written permission from Management before installing a fence or retaining wall regarding height, location, and materials. Fences are limited to three (3) feet in height and are permitted to extend forward from the rear lot line to the rear edge of the mobilehome, or porch, at Management's sole discretion. Fence material must be chain link, vinyl, or wood pickets. Where a side yard borders a common area, no side yard fencing is permitted without management approval. Lattice may not be used on fencing, or as fencing. Fences and/or fence locks cannot hinder or block access to the utility risers, electric pedestal, or yard areas that management inspects from time to time. Retaining walls are limited to three (3) feet in height, require State HCD enforcement agency approval, and must be made of rebar reinforced concrete block or rebar reinforced, treated wood railroad ties. All fence and retaining wall installations must be within lot lines and maintained in good condition. The Community is not responsible for Homeowner fences and retaining walls regardless of when they were installed.

(13) Air Conditioner Units. Installation and placement of a central air-conditioning system with condenser unit, evaporative cooler, or a split air-conditioning system may be installed with prior written approval from Management. No window air conditioner unit shall be installed in the front windows.

(14) Antennas. Homeowners may install antennas for television reception only with Management approval. Management may enforce reasonable safety requirements in order to protect the Community and other Homeowners. Safety requirements include the following: no antenna may be attached to, or be too close to, permanent structures such as utility lines or other mobilehomes, buildings or lot lines. Further, antennas shall be installed and secured in such a manner to prevent them from falling over. Antennas may not reach a point higher than six (6) feet above the peak roofline. The installation and location of HAM antennas must be approved in writing by Management prior to installation. A HAM antenna must not interfere with reception at any other homesite and must be removed when the Homeowner operator moves from the Community or it is no longer in use.

(15) Satellite Dishes. One satellite dish up to one meter (39 inches) in diameter designed to receive television or internet signals may be affixed to a Homeowner's mobilehome. A satellite dish shall be placed in the least visible location from the street, normally behind the driveway awning. Homeowners must seek prior written approval from Management for any exceptions to these rules. Satellite dishes placed in an unapproved location shall be moved at the Homeowner's expense. Satellite dishes not in use must be removed promptly.

(16) Flagpoles. No permanent flagpoles are permitted. Only small flagpoles four (4) feet, or less, in length that are designed to be mounted on the front of the mobilehome and easily removable for storage are allowed. Flags must be kept in good condition and may not extend over the lot line.

(17) Exterior Lighting and Motion Sensors. Any exterior lighting, including motion sensor lighting, must not be objectionable to neighbors in terms of placement and brightness. The color must blend with the Community's lighting and exterior lighting must not constitute a traffic hazard. Lighting for commonly recognized holidays may be used on the outside of the mobilehome and shall be UAL approved. Such lighting is permitted thirty (30) days before the applicable holiday and must be removed within fifteen (15) days after the holiday.

(18) Permits/Owner Indemnity. It is Homeowner's responsibility to ensure permits or approvals required by the State, City, County or Community on the mobilehome or accessories are completed in accordance with all applicable laws, codes and Community standards. Any inspections completed by Community are for Community's purposes only and Homeowner is not entitled to rely on that inspection or approval to ensure that the item has been installed or constructed correctly. Homeowner agrees to indemnify and hold Owner harmless for any work which is improperly done and/or not in compliance with State, County, City, or Community's laws, codes or standards; such indemnity to include the Community's reasonable attorney's fees related to necessary legal proceedings.

## **6. GENERAL MAINTENANCE**

**A. Mobilehome and Homesite Maintenance/Appearance.** Homeowner shall at all times maintain his/her mobilehome and homesite in a clean and sanitary condition and shall cause all rubbish and other debris to be removed from the homesite on a regular basis. Homeowner is financially responsible to maintain, repair and replace (as necessary) their mobilehome and

all accessories; Homeowner must keep these items in good condition and repair at all times. Homeowner's obligation applies, without limitation, to the mobilehome, all accessories not installed by the Community, trees and plants, and any utility connecting lines from the meter or utility pedestal to the mobilehome. Homeowners shall keep the street and gutter in front of their homesite free from rubbish and debris.

**B. Exterior Maintenance.** The exterior of the mobilehome and all accessories must be properly maintained. Proper maintenance shall include, but not be limited to the following:

(1) Washing. The mobilehome must be kept in a clean condition with no visible bird droppings, graffiti, excessive dirt, or anything that detracts from the aesthetics of the Community.

(2) Paint. Exterior painting shall be done as needed when paint begins to peel, flake, fade, or deteriorate. Repainting of original color, neutral tone, pale pastel, or white color is permitted; bright colors are not permitted. Homeowner must submit color chips to Management for pre-approval before painting. If Management is not certain that a color or colors would be acceptable, Homeowner may be required to paint a small three (3) foot square on their mobilehome exterior before the color(s) is/are approved or denied. Painting with a paint sprayer is permitted, but Homeowner is responsible for ensuring their painting contractor is properly licensed and insured; the terms of their liability insurance must be approved by Management. Homeowner shall instruct painting contractor to protect neighboring property from over spray.

(3) Windows, Screens, and Coverings. Broken windows and damaged screens must be replaced promptly. Broken and otherwise unsightly interior window coverings that are visible to others and detract from the overall appearance of the Community are not permitted.

(4) Concrete. All concrete, other than the Community installed portion of the concrete driveway, is the sole responsibility of the Homeowner and must be kept in good condition. Concrete must be professionally installed with a smooth finish and may not be installed directly in front of the mobilehome, on side yards, or in backyards with the exception of a walkway that is limited to thirty (30) inches in width. Concrete or concrete paver walkways to the entry porch is permitted, but limited to four (4) feet in width. Gas and water lines may not be covered with concrete.

(5) Driveways. Homeowner shall keep the driveway clean and free of oil, all corrosive chemicals, and other staining substances. Homeowners are responsible for all drainage, maintenance, repair, and replacement of a driveway not installed by the Community. Community Management shall be solely responsible for the maintenance, repair, replacement, and any other expense related to the maintenance of driveways installed by the Community. Painting or staining of driveways is not permitted. Driveways may not extend past the rear edge of the mobilehome.

(6) Damage Repairs/Removal. If any portion of the exterior of the mobilehome or its accessories on the homesite is damaged, the damage must be repaired or replaced within sixty (60) days. This includes, but is not limited to, damage to the siding, skirting, windows, screens, roof fascia, awning, awning supports, downspouts, porch, steps, railings or storage shed or cabinet. If Homeowner's mobilehome has not been repaired, reconstructed, or restored in the sixty (60) day time frame, unless an extension is requested and approved by Management, then Homeowner shall remove the mobilehome from the Community at Homeowner's expense. Upon such removal, Homeowner shall continue to be bound to perform all of Homeowner's obligations under the rental agreement, unless Homeowner has given Management sixty (60) days' written notice that Homeowner is vacating the tenancy.

(7) Trash. Any trash stored outside the mobilehome must be in a covered container and kept in the rear of the driveway behind the driveway steps prior to disposal. Trash cans and any extra items for collection may be placed at curbside no earlier than 4:00 p.m. on the day before the trash is collected. If a Homeowner will be away on day of collection, he/she must make arrangements with a friend or neighbor to put out their trash containers at the appropriate time. Empty containers and trash cans are to be returned to their normal storage place the same day of pickup. When a Homeowner expects larger-than-normal amounts of trash and/or household items for collection, Homeowner must call Community office staff who will contact the trash company for a special pick up or dumpster at Homeowner's expense.

(8) Health and Safety/Hazardous Substances. Anything that creates a threat to health and safety is prohibited. No hazardous materials may be stored on the homesite other than those customarily used for normal household purposes and then only in quantities necessary for household purposes. Homeowner may not allow any environmentally hazardous substances to be disposed of anywhere in the Community, including but not limited to trash cans, surface areas, or the sewage

disposal or storm drain systems. Homeowners should contact the local waste collection utility for disposal of hazardous chemicals and materials. **PROPOSITION 65 WARNING: Homeowner should be advised that the Community is not a smoke free area. In addition, there are other chemicals that exist on the property. The common areas in and around the Community may contain at least one of the following chemicals known to the State of California to cause cancer, birth defects and/or reproductive toxicity and for which warnings are now required. These chemicals include, but are not limited to: tobacco, smoke, lead and lead components, asbestos, carbon monoxide and gasoline components. To obtain general information on the Proposition 65 list of chemicals, you may contact OEHHA at (916) 445-6900, or visit [www.oehha.ca.gov/prop65.html](http://www.oehha.ca.gov/prop65.html).**

(9) Accessibility to Utilities. The utility pedestal area (electric, gas, water and sewer hookups) must be easily accessible and free of stored items at all times, with a minimum clearance of three (3) feet on three sides (not to include the mobilehome side). All gas, electric, water, and sewer connections up to and including the applicable meters, and other tools and equipment connected with utility services in the Community must be avoided and not tampered or interfered with except by authorized personnel approved by Management or the applicable utility company. If utilities are enclosed and it becomes necessary to remove the enclosure in order to make a necessary repair, any replacement of the enclosure will be entirely at Homeowner's expense. Homeowner is responsible for all equipment and utility lines running from the meter into the mobilehome.

(10) Drainage of Space. Management is responsible for proper drainage of the homesite, including underneath the mobilehome except where the original drainage pattern has been altered by a Homeowner, or where the problem arises as a result of Homeowner's roofing, retaining wall installation, irrigation system, water leakage from Homeowner's pipes, hoses or faucets, or installation of plastic beneath rocked areas. In a new mobilehome installation, grading of the lot is the responsibility of the Homeowner and requires a permit from the State HCD enforcement agency.

(11) Piers and Leveling. Homeowner is responsible for maintaining sufficient piers under the mobilehome and supporting the mobilehome to maintain it in level condition. The homesite may slope in areas or sections which may require adjustment from time to time. Readjustment of the piers beneath the mobilehome and any re-leveling, if required, is Homeowner's responsibility. Homeowner shall avoid pooling or accumulation of water and moisture under the mobilehome. Homeowner shall keep skirting at grade and vented to promote air circulation under the mobilehome in all locations. A vapor barrier (attached to the underside of the mobilehome) to protect from ambient moisture and humidity is Homeowner's responsibility.

(12) Mail Boxes. The Community will provide and maintain all mailboxes. If a Homeowner wants to paint or decorate the mailbox at their homesite, the decor must first be approved by Management and then be maintained by the Homeowner from that point forward. Failure to obtain Management approval of the decor, or failure to maintain the decor can result in Management's replacement of the mailbox to the standard style in the community. A mailbox may not be replaced by a Homeowner without prior written approval of Management.

(13) Discovery of Condition Requiring Repair. Any Homeowner who discovers any condition in the Community requiring repair shall bring the condition to the attention of Management promptly and in writing.

(14) Listing for Sale. Prior to the listing for sale of a mobilehome that is to remain in the Community, Homeowner shall inform Management of his/her intent to sell and shall furnish information regarding the selling agent. Management may perform an inspection of the exterior of the mobilehome and homesite so that needed repairs or maintenance may be noted in a Deficiency Statement. Following the inspection, needed repairs must be completed prior to escrow closing, unless otherwise arranged between buyer, seller, and Management. Management may cite only those repairs needed to meet the requirements of the R&Rs, and of Civil Code §798.73.5, which specifically limits repairs and improvements to those which can be required during any other time of a residency.

## 7. LANDSCAPING

**A. Installation and Changes.** The entire lot, with the exception of areas covered by buildings or hardscape (such as concrete), must be landscaped. Landscaping includes all grasses (including artificial), ground cover, shrubs, trees, flowers, rock, stepping stones, planters, irrigation systems, fences, etc. Prior to commencing any landscaping, including changes to existing landscaping, Homeowner shall submit a written plan to Management for review and approval. Landscaping of new homes shall be completed within sixty (60) days of the date Homeowner signs the Community's rental agreement and occupies the mobilehome. Landscaping changes made by Homeowners already residing in the Community must be completed

within sixty (60) days of approval. Any landscaping that has been installed by Homeowner without Management approval and/or is in violation of these Rules and Regulations must be removed by Homeowner within ten (10) days of written notice. Homeowner is cautioned that there are homesites within the Community that may have landscaping that no longer conforms to present Community standards and regulations. Homeowner may therefore not assume their plans will be approved because the plans match other existing landscaping.

**B. Landscaping Standards.** The following general landscaping standards are provided to assist Homeowners in planning their landscapes:

(1) Patios. Ground level patio surfaces on landscape areas shall not be made of concrete. Brick pavers that can be easily removed in the event of a gas line or water line break are permitted. In the event of removal by the Community of a patio covering a gas or water line needing repair, the Homeowner has the sole responsibility to restore the patio at his/her expense. Patios shall not be enclosed with walls or screening materials unless permitted in writing by Management.

(2) Live Plants. Only live plants may be used, except that artificial grass or flowers may be used subject to Management approval. Evergreen grasses, ground covers, flowers and small shrubs are generally acceptable.

(3) Artificial Materials. Artificial grass of realistic quality is permitted. Indoor-outdoor carpet that is supposed to resemble grass is not permitted. Artificial flowers are allowed so long as they are maintained in a natural-looking condition. Management reserves the right to make a judgment call, at its sole discretion, on the quality of the artificial grass or flowers that a Homeowner may wish to install.

(4) Yard Coverage. Yard areas must be planted with grass, ground cover, or be covered by decomposed granite, wood bark, wood chips or decorative rock, no larger than 1¾ inches, with an underlining of weed block plastic, fabric, or some other current means of weed control. Wood bark, wood chips or similar material must be of natural color. For example, blue, green or red bark or rock is not permitted.

(5) Tree Plantings. Written authorization must be obtained from Management before planting any tree on a homesite and a Homeowner Acknowledgment Form must be signed where Homeowner acknowledges his/her responsibility to maintain that tree from then on. Guidelines for tree selection for planting are: (a) Trees should not exceed fifteen (15) feet in height at maturity; (b) they will be planted so as not to encroach on a neighbor's property or the common area; and (c) they must not have invasive roots that can cause damage to homes, landscapes, concrete, or utility lines.

(6) Food Gardens. Small vegetable or fruit gardens not to exceed one hundred (100) square feet are permissible in the rear of the homesite. Homeowner must contact Community Management to determine whether the vegetables or plants they intend to plant are permissible because several varieties of plants that may infringe on a neighbor's homesite, or tend to become overgrown, are prohibited.

(7) Yard Décor. No statues, fountains, birdbaths, or other decorative objects are permitted without prior Management approval.

(8) Drainage. The existing drainage pattern and grading of the homesite may not be changed due to landscape installations without Management's consent. Homeowner is responsible for ensuring that water drains away from Homeowner's mobilehome and lot into the street and not onto other homesites or common areas.

(9) Digging. Before digging or driving rods or stakes into the ground, Homeowner must have Management's consent and call the individual utility companies or Dig Alert to locate the underground utility lines or cables in order to avoid damage to underground utilities. Management will have a list of the numbers to call. Homeowner shall bear the cost of repairs to any utilities or Community property damaged by Homeowner, Resident, Guest, or their contractor and shall pay for the repairs within ten (10) days of notification of cost of repair.

(10) Vacating/Landscape Removals. When vacating a home, Homeowner may, with the Management's prior consent and at Homeowner's own expense, remove all landscaping planted by Homeowner, provided Homeowner repairs all damage to property caused by removal and leaves the lot in a clean condition and level grade. If landscaping is not removed, all plantings and/or other improvements put into or attached to the ground become part of the homesite and will be the property of the next Homeowner at the homesite and may not be removed without Management's approval.

**C. Landscaping Maintenance.** Landscaping must be maintained in a neat, clean, attractive and well-kept fashion at all times. When vacationing or absent for any other reason, it is the responsibility of the Homeowner to arrange for someone to water and otherwise maintain the homesite pursuant to the R&Rs.

(1) Lawn Care. Lawns must be mowed, trimmed and otherwise maintained on a regular basis. All debris must be removed and not blown, raked, or otherwise deposited into the street or common area of the Community.

(2) Weeding/Watering. Homesites shall be kept free of weeds and debris at all times. All landscaping must be regularly watered.

(3) Adding Material. Grass, decomposed granite, wood bark, wood chips, or decorative rock must be kept clean and added as needed to ensure there is sufficient material at all times to adequately cover the area.

(4) Trimming. Trees, shrubs and other landscaping must be kept trimmed in a manner that maintains an attractive shape and prevents the plants from encroaching on a neighbor's homesite or the common area. Shrubs and rows of shrubs making a hedge shall be trimmed to a height of six (6) feet.

(5) Tree Removal. If a Homeowner wishes to remove a tree on their homesite, Management's prior written approval must be obtained.

(6) Tree Hazards/Violations. Homeowners are responsible for the trimming, pruning, or removal of any tree on their homesite, and the costs thereof, except upon written notice by the Homeowner or a determination by Management that the tree poses a specific hazard or health and safety violation. In the case of a dispute over that assertion, Management or a Homeowner may request an inspection by the State HCD enforcement agency, or local agency empowered to settle such disputes, and said agency's decision shall be final.

(7) Legal Maintenance Notices. Homeowners failing to maintain their homesite after being given a Fourteen (14) Day Notice to do so may be charged a reasonable fee to have the necessary work performed as directed by Management. The Fourteen (14) Day Notice will state the specific condition to be corrected and an estimate of the charges to be imposed if the services are performed by Management or an agent or contractor. Such charges may be billed on the first of the month following completion of the work performed under the terms of the Fourteen (14) Day Notice and collected as further rent at the option of Management.

## **8. VEHICLES**

**A. Laws/Safety.** For the safety of Homeowners, Residents, and Guests, no vehicle may be driven in an unsafe manner. All posted traffic signs must be obeyed. All drivers operating a motor vehicle in the Community must drive safely and slowly. All vehicles operated in the Community must be registered and licensed for street usage (except those noted in 8E below).

**B. Minor Repairs/Car Washing.** Only minor maintenance and repairs such as checking and adding fluids and windshield wiper replacements may be done on a Homeowner's driveway. This includes and is limited to those operations that can be done in one day, will not result in excessive noise, or use of special equipment such as motor or transmission removal equipment. Changing lubricants (i.e., oil, etc.), major repairs, lifting a vehicle on jacks or blocks, and body work are not permitted at any time. Unless otherwise prohibited by the City, local Water District, or other governing authority, vehicles may be washed only in Homeowner's driveway with low foaming soap. Vehicles may not be washed or repaired in the street.

**C. License/Condition/Appearance.** Vehicles are not permitted in the Community if they are unlicensed, not regularly maintained in normal operating condition, or are unsightly in appearance. No vehicle leaking oil or other fluids is allowed in the Community. Any vehicle dripping oil or gasoline must be repaired immediately. Excessively noisy vehicles are not permitted. Vehicles filled with stored items, unsightly vehicles and/or unlicensed vehicles may not be parked anywhere in the Community. All vehicles operated within the Community must be currently registered and licensed for street usage. All drivers must be properly licensed. Any vehicle not meeting these standards may be removed from the Community by Management at Homeowner expense in accordance with Civil Code §798.28.5. In the event the vehicle poses a danger to others, no notice is required prior to removal by the Management. If it is returned to the driveway or designated parking space in violation of this rule, the vehicle may be removed without further notice.

**D. Golf Carts, Motorized Vehicles, Skateboarding, Roller Skating.** Golf carts or any other 3 or 4-wheeled motorized vehicle (except wheelchairs) must be approved by Management and must be operated in such a manner as not to disturb other Homeowners and Residents. Roller skates, roller blades, skateboards, Razors, non-motorized scooters, and/or off-road vehicles are not permitted to be ridden on streets in the Community, nor is any other vehicle which is noisy and would disturb Homeowners. Persons operating a golf cart in the Community must have a valid driver's license, and be a Homeowner or Resident of the Community. Vehicles that require a license to be operated on public streets may not be operated in the Community by any person unless they have a valid driver's license.

**E. Bicycles, Motorized Scooters.** Bicycles and motorized scooters may be ridden only on the roadways and at a safe speed. If driven at dusk or at night, bicycles must be equipped with a light on the front and a reflector in the rear.

**F. Vehicle Noise.** Any vehicle that creates enough motor, muffler, or stereo noise to disturb neighbors may be banned from the Community upon receipt of written complaint by a Homeowner. This includes passenger vehicles, loud motorcycles, diesel trucks, commercial vehicles or any other vehicle, except emergency response vehicles.

**G. Right of Way.** Although pedestrians, bicyclists, motorized wheelchairs, and golf carts have the right-of-way, they are expected to keep to the side of the road. Drivers need to be extremely cautious when driving and especially cautious when backing out of a driveway.

**H. Liability.** The Community is not liable for any damages to vehicles parked on Community premises including damages due to collision, malicious mischief, theft, vandalism or any cause whatsoever related to vehicles.

**I. Selling Vehicles.** No vehicles may be parked on Community property for the purpose of selling them.

## 9. PARKING

**A. Homesite Parking.** Vehicles parked at Homeowner's homesite may be parked only on the driveway, which may not extend past the rear edge of the mobilehome, and not on the landscape or other areas of the homesite. No part of a vehicle may extend out into the street. Side-by-side parking is not permitted. Parking is not permitted on vacant homesites without written approval from Management. Recreational and commercial vehicles, addressed in section 10 below, are not allowed to park at the homesite. All vehicles parked at the homesite must be well maintained, in operable condition and currently registered.

(1) Vehicles Permitted. For a vehicle to be permitted in the Community or parked on a mobilehome driveway or designated parking space, it must be maintained in normal operating condition, be neat and clean in appearance, be in compliance with all Vehicle Code equipment requirements, be currently registered and tagged, and be free of unsightly loads that are visible to other persons. The vehicle may not be "stored" (defined as parked for more than one month without being driven). Any stored vehicle that is permitted in writing by agreement with Management must have an approved full covering.

**B. Street Parking.** There is no parking allowed on the street at any time. Any vehicle not in compliance may be noticed by flyer or decal and will subject to immediate towing at the vehicle owner's expense. The following exceptions are for short-term temporary street parking:

(1) Private Vehicles. A Homeowner may stop on the street in front of their home to load and unload their vehicle. The Homeowner shall turn on their flashing hazard lights while doing this and shall not remain on the street for more than fifteen (15) minutes. Recreational vehicles may not park in driveways or on the streets.

(2) Service Vehicles. Service vehicles may be parked on the street in front of the mobilehome that is receiving service, provided that safety cones are placed around the vehicle and the service person is readily available to move the vehicle in the event of an emergency. The Homeowner must notify Management if the service vehicle is unmarked to avoid the risk of towing.

**C. Guest Parking.** Only Guests, not Residents, may park in guest parking subject to the exceptions listed in C (1) and C (2) below. Management may use parking permits to help enforce these policies. Any vehicle in guest parking from 11 p.m. to 6 a.m. must display a valid permit in the front window. Residents who violate parking rules by leaving one or more of their vehicles in guest parking throughout much of the day, or those in guest parking overnight without a valid permit issued by

the Community Manager, will receive a warning flyer or decal and subsequently be subject to towing. Permits are limited to thirty (30) days per year per homesite.

(1) Resident Usage. Homeowner or Resident vehicles may be permitted in guest parking areas between 6 a.m. and 11 p.m. only with Management approval of need. In all other circumstances and at all other hours, a Homeowner or Resident vehicle is subject to immediate towing at the vehicle owner's expense if not displaying a valid permit.

(2) Clubhouse Events. Residents may use guest parking when attending an event at the clubhouse for the duration of the event.

## 10. RECREATIONAL AND COMMERCIAL VEHICLES

**A. RV Storage Area.** Recreational vehicles (RVs) and commercial vehicles, including campers, camper shells, motor homes, dune buggies, ATVs, trailers, buses, trucks over one ton, boats and jet skis may only be parked in the RV parking lot. As space is available, Homeowner must apply and enter into an agreement with Management to park there, must pay the fee in effect, and must provide Management with proof of registration and current insurance or any documentation reasonably requested. The vehicle being stored in the lot must have a valid registration, if required for that particular type of vehicle. Management shall not be responsible for loss or damage due to fire, theft, storm, vandalism, or any other cause.

**B. Loading and Unloading.** RVs or trailers may not be parked in the driveway or on the street on the day of departure or the day of return from a trip, or at any time for the purpose of loading, unloading or cleaning the inside of the vehicle.

**11. Signs, Flags and Banners.** All exterior signs, flags and banners are prohibited except as stated below:

**A. Home Sale Sign.** Homeowner may display one sign on his/her homesite advertising the sale of the mobilehome during the period of time that the mobilehome is being offered for sale. The "For Sale" sign must meet the regulations of Civil Code §798.70 which states that the sign may not exceed 24" x 36"; shall be secured neatly in a window facing the street or posted at the front of the mobilehome facing the street; or placed in front of the mobilehome perpendicular to the street. A sign posted in front of a mobilehome may be of an H-frame or A-frame design and may not extend into the street. Handwritten signs are permitted. Once escrow has closed on the sale, the "For Sale" sign must be removed. "Open House" signs are permitted on the applicable home site, and not on the common areas or other homesites, between the hours of 10:00 a.m. and 4:00 p.m. on the days a representative is on site.

**B. Political Signs.** A political campaign sign relating to a candidate for election to public office or to the initiative, referendum, or recall process as described in Civil Code §798.51 (e), which states the sign may be in the window or on the side of a mobilehome, or within the homesite. The size of the face of a political 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 or fifteen (15) days following the election, unless a local ordinance is more restrictive.

**C. Flags and Banners.** U.S. flags are permitted up to a size of 3' x 5'. Any other flag or banner must be approved by Management. Any approved flags or banners must be attached to the front of the home on a rod holder, not on a pole in the ground or inserted into the ground, and may not extend into the street. Damaged flags and banners must be removed or replaced promptly.

## 12. COMMON AREA FACILITIES

**A. Facilities Use.** Community facilities are designed primarily for the enjoyment of the Homeowners and Residents. Homeowners may reserve and Homeowners and Residents may use common facilities upon coordination and scheduling with Management. Scheduled Community activities have priority. Use of the facilities shall be in accordance with the hours and rules posted at the facilities themselves, in addition to the R&Rs contained herein. The facilities may be closed from time to time for cleaning and repairs. Homeowner's may not rent out any Community facility. Under no circumstances may any Homeowner or Resident invite, solicit or allow the entry of members of the general public into the common areas. The facilities are for the use of the Homeowners and Residents as their private place of recreation and enjoyment, and not provided for public use. Any activity in violation of this rule shall result in disapproval for such activity. It is recommended that children under the age of fourteen (14) be supervised by an adult over the age of eighteen (18). Management may require that all persons using the facilities have a Management approved access identification card.

**B. Inviting Public Officials and Others.** Any Homeowner may invite public officials, candidates for public office, or representatives of mobilehome owner organizations to meet with Homeowners and Residents at the clubhouse and speak about matters of public interest.

**C. Attire.** Homeowners, Residents and Guests must be dressed in normal street attire at all times in the clubhouse and other Community buildings. Footwear must be worn in all Community buildings and to and from the pool, spa, and shower. Persons in swimming suits or trunks will not be allowed in the clubhouse.

**D. Alcoholic Beverages.** No drinking of alcoholic beverages is allowed in or around the main clubhouse including the pool/spa unless approved by the Community's insurance carrier and approved in writing by Management.

**E. Smoking.** Smoking of any kind, including e-cigarettes and vaping devices, is prohibited in the clubhouse, other enclosed common areas, and at the pool area. Smoking is prohibited within twenty (20) feet of an entrance or exit to the clubhouse.

**F. Card Games and Bingo.** Card games and bingo are allowed only with written approval of Management and in compliance with applicable law.

**G. Loud Noise.** Screaming, running, horseplay and loud noises are not allowed in the common area facilities. Loud music is not allowed at any time, except within reason at private parties. Loud music must be turned down upon request of Management.

**H. Removal of Items from Facilities.** No article of any kind is to be removed from Community owned buildings or any of the common areas unless approved by Management.

**I. Private Events.** A private event reservation must be made by a Homeowner a minimum of ten (10) days prior to the event. There will be no charge for the use of the clubhouse. However, Homeowner must post the required cleaning deposit in the form of a check, provide proof of current Homeowner's insurance, state the number of persons expected to attend, state what facility will be used, the type of gathering (social, recreational, etc.), when the event will start and end. Hours of use must be within the hours posted at the facility. Homeowner will be required to pay for any additional cleaning that may be necessary after the event or for any damage that may occur as a result of that event. Any damage or cleanup cost will be deducted from the deposit. Those scheduling the event will be responsible for normal cleanup immediately after the gathering. The kitchen shall be cleaned, all dishes and utensils shall be washed and put away, floors shall be vacuumed and trash bags tied and placed where directed by Management. Furniture shall be left as it was found. All such events must be carried out in full compliance with these R&Rs and the other residency documents of the Community. Management reserves the right to refuse a private event if the parking areas and/or facilities are not sufficient to accommodate the size or type of event, or if the Homeowner is not in compliance with Community R&Rs. Commercial business use by a Homeowner is prohibited. During a scheduled event, the remainder of the clubhouse facilities must remain available to the other Homeowners, Residents, and their Guests. Said functions must not conflict with Community planned activities. Only Homeowners may reserve the clubhouse for private events.

**J. Maximum Occupancy, Parking Limitations.** Any Homeowner, organization or group of Homeowners using the clubhouse must adhere to the limitations or restrictions regarding vehicle parking and maximum occupancy for the clubhouse. This information is posted in the facility and may also be obtained from the Community Manager. When the maximum allowable occupancy of the common area facilities including the pool is exceeded, access priority is given to Homeowners and other Residents before Guests. If there is capacity for Guests, Management may limit Homeowners to two (2) Guests.

**K. Restrooms.** The clubhouse restrooms are provided for the exclusive use of Community staff, Homeowners, Residents and their accompanied Guests.

### **13. SWIMMING POOL/SPA**

**A. Safety.** THERE IS NO LIFEGUARD AT THE POOL AREA, WHICH INCLUDES THE ENCLOSED FENCE AREA AROUND THE POOL, SPA, AND SHOWER. THE POOL AREA IS NOT SUPERVISED BY THE MANAGEMENT, AND NO COMMUNITY PERSONNEL HAVE ANY TRAINING OR PROFICIENCY IN LIFE-GUARDING, RESCUE OR MEDICAL TREATMENT. OWNER STRONGLY



RECOMMENDS THAT HOMEOWNERS, RESIDENTS, GUESTS OR ANY PERSONS USING THE POOL AREA MUST DO SO AT THEIR OWN RISK.

**B. Posted Rules.** Hours and additional rules for use of these facilities are posted and are incorporated herein by reference.

**C. Rules Violations.** Homeowners, Residents and Guests must vacate the pool area at the direction of Management if they need to close the area for any reason. If a Homeowner, Resident or Guest is violating a rule or rules, Management may give a verbal warning to the violator(s) and specify the rule(s) being broken. If the violation continues, violators may be asked to leave the area and the violators shall do so immediately.

**D. Use of Pool Area.** The pool area is for the exclusive use of the Homeowners, Residents, and Guests. Management reserves the right to limit or restrict the use of the pool area at any time by anyone. Guests are not permitted to use the pool area unless accompanied by a Homeowner. It is recommended that children under the age of fourteen (14) be supervised by an adult over the age of eighteen (18). Homeowners are responsible for the conduct of their Guests.

**E. Water Recreational Gear.** Only small float devices that are attached to or held by non-swimmers for safety purposes, or that are used for exercise purposes are allowed in the pool/spa. All other swim fins, rubber floats, boogie boards and the like are not permitted in the pool/spa.

**F. Use of Suntan Lotions and Oils.** For protection of pool furniture, towels shall be placed over chairs and lounges when using suntan oil, creams or lotions. Persons using oil, creams or lotions shall not enter the pool/spa without showering.

**G. Swimwear.** Shoes or sandals must be worn to and from the pool area but not into the pool/spa. Only pool shoes may be worn into the pool/spa. Manufactured swimwear is required when using the pool/spa. No cutoffs or similar "homemade" swimwear is permitted.

**H. Health Concerns.** All persons who are incontinent or who are not "potty trained" must wear swimming diapers under their swimsuits in the pool/spa. No one with a skin disease or open wound will be permitted in the pool/spa without a doctor's release.

**I. Conduct.** Diving, running, jumping, excessive noise, and rough play are not permitted in the pool area. Smoking and alcoholic beverages are prohibited in the pool area. No glass containers of any kind are permitted.

**J. Release of Liability for Inherent Risks of Water Features.** Use of the pool area and facilities includes inherent risks that may cause injury, death and damage even with exercise of due regard for health and safety. The pool area and facilities should only be used with a companion present in case assistance is needed. Homeowner therefore acknowledges and agrees to:

(1) USE AT YOUR OWN RISK. THE POOL/SPA FACILITIES ARE USED AND OCCUPIED AT YOUR SOLE RISK AND PERIL.

(2) INHERENT RISK. ACCESS TO THE POOL/SPA FACILITIES IS BASED ON THE UNDERSTANDING AND AGREEMENT THAT THERE ARE INHERENT RISKS OF INJURY AND HARM POSED IN THE USE AND PRESENCE OF THE FACILITIES.

(3) RISK EVEN WHEN CAREFUL. THE POOL/SPA FACILITIES POSE INHERENT RISKS OF INJURY AND HARM EVEN WHEN UTMOST CAUTION AND CARE IS EXERCISED BY HOMEOWNER, RESIDENT, GUESTS, AND INVITEES.

(4) TAKE PRECAUTION. HOMEOWNER AND RESIDENT SHALL TAKE ALL REASONABLE PRECAUTIONS AROUND THE POOL/SPA FACILITIES TO AVOID UNREASONABLE RISKS OF HARM.

(5) DO NOT FAIL TO BE SAFE. USE AND OCCUPATION OF THE POOL/SPA FACILITIES IS THEREFORE CONDITIONED ON HOMEOWNER'S UNDERSTANDING, AWARENESS AND AGREEMENT THAT FAILURE TO BE SAFE AND TAKE DUE REGARD FOR ONE'S OWN SAFETY AND WELL-BEING MAY RESULT IN INJURY OR DEATH TO HOMEOWNER AND OTHERS.

(6) ASSUME ALL RISKS. DESPITE THESE INHERENT RISKS, HOMEOWNER SHALL, ON BEHALF OF ALL MEMBERS OF THE HOUSEHOLD, GUESTS AND INVITEES, ASSUME ALL RISKS AND RELEASE OWNER AND HOLD OWNER HARMLESS FROM ALL CLAIMS, DEMANDS, AND LAWSUITS FOR INJURY, DAMAGE OR OTHER HARM, LOSS, EXPENSE CAUSED IN OR ABOUT THE POOL/SPA FACILITIES AS NOW PROVIDED.

The foregoing release means that Homeowner voluntarily assumes all known and unknown risk of harm, bodily injury, death, loss or property damage resulting or arising from the presence, observation, use or participation while upon or about the recreational facilities. The release shall not be construed to release the Owner or Management from liability for willful misconduct, but shall include negligence, gross negligence, and shall be construed to be a release of liability to the fullest extent permitted by law.

#### 14. LAUNDRY FACILITIES

**A. Usage.** If laundry facilities are to be provided in the Community, they are to be left in a clean, neat and orderly condition. Clothes are to be removed from dryers as soon as they are dry. Dyeing may not be done in the washers. Use of the laundry sink is reserved for laundry purposes only and is not to be used for personal hygiene, e.g., hair washing or bathing animals, etc. Do not use laundry trashcans for personal trash or old food items. Additional rules may be posted. Homeowners and Residents are asked to notify Management of any condition requiring maintenance and/or repair.

**B. Use at Homeowner's Risk.** Use of laundry facilities provided by the Community is at Homeowners' and Residents' own risk of loss or damage to clothing or other items.

#### 15. PETS

**A. Separate Agreement.** If a Homeowner desires to house a pet, Homeowner must have the prior written approval of Management and must sign and agree to rules on the Community's separate Animal Agreement. A pet will be allowed to live with the Homeowner if it meets the requirements listed in the Community's Animal Agreement. All dogs must be presented to the Community Management for approval, if requested. Guests are not permitted to bring their pet into the Community without the written approval of Management. If approval is given, Guest pets must abide by all rules in the Animal Agreement. Pets not approved by Management that existed prior to these R&Rs may be permitted to temporarily remain in place at Management's sole discretion with written approval.

**B. General Requirements.** An approved pet is defined as a domesticated bird, cat, dog, fish kept in an aquarium, or other animal agreed to between Management and the Homeowner. Written approval from Management is required for special circumstance exceptions, or exceptions that may have existed prior to these R&Rs. Resident agrees to comply with any state or local governmental law, regulation or ordinance governing the proper inoculation and licensing of any approved pet allowed to remain in the Community. If a dog is allowed in the Community, disturbances such as barking, snarling or growling, which will bother other Residents is cause for revoking approval to keep the approved pet. Dogs over twenty (20) inches at maturity are not permitted. Aggressive breeds such as pure bred or mixed Pit Bulls, Dobermans, Chows, Rottweilers, Wolf hybrids, or other "attack" type dogs are not permitted. Any dog when outside the mobilehome must be kept on a short leash. Regardless of the type of approved pet, it may not invade the privacy of another Resident's homesite; it may not be in the clubhouse, pool area, or other common areas; its droppings must be picked up daily; it must not be allowed to run free in the Community. If a Resident loses an approved pet, written approval must be acquired from Management before replacing the pet. No exterior pet housing is permitted in the Community (e.g., doghouses, dog runs, bird cages, etc.). This also includes any type of confining areas or structures such as kennels and fencing for pets. Homeowner shall not leave food or water outside for his/her pet, strays or wild animals since it can increase the spread excrement and disease. Management encourages approved pets to be spayed or neutered; however, in the event of offspring, Management must be notified and written approval must be obtained for offspring to temporarily be housed in the Community before removal.

**C. Indemnification.** The Resident is solely liable for any injury, damage, or other loss, expense, harm, liability, claim, demand, suit and cause of action arising from, or substantially the result of, the keeping or loss of control of any animal. Homeowner therefore agrees to indemnify and hold Owner, its employees, agents and representatives free and harmless from all liability, including the provision of a defense and including all claims, demands, suits, controversies, causes of action, loss, damage, injury, expense, attorney's fees, costs and other liability of whatever kind that relates to the keeping or loss of control of an animal on the homesite or anywhere in the Community.

#### 16. UTILITY INTERRUPTIONS

**A. Community Outages.** PLEASE READ CAREFULLY: From time to time, the serving public utility will suffer or cause power outages to the premises which are beyond the control of the Community. Power outages are caused by many factors.

**B. Responsibility.** Intermittent power interruptions are followed by restoration of electricity which may cause surges in electrical power. Owner is not responsible for the disruptions, outages, surges, or other irregularities in the provision of electrical service to the premises which are caused by the serving public utility. Homeowner agrees that Owner is fully and unconditionally released and discharged from any and all liability which arises as a result of the acts and omission of the serving public utility. It is the responsibility of the Homeowner, exclusively, to exercise prudent care for property which may be affected by disruptions, outages, surges, or other irregularities in the provision of electrical service to the premises. Accordingly, Homeowner has the responsibility to take the precautions set forth below.

**C. Use Surge Protectors/Turn Off Equipment & Appliances During Outage.** Homeowner should obtain surge protectors for the protection of their property, especially for computer equipment, stereo equipment, radios and other electrical appliances, devices and products which may be affected by disruptions, outages, surges, or other irregularities in the provision of electrical service. Unplug heat-producing items such as irons or portable heaters to prevent a fire when power is restored. In the event of disruption of utility service, turn off and unplug all computer equipment, stereo equipment, radios, appliances and other electrical equipment, except for a single light bulb, which will be the signal Homeowner's power has been restored. This helps ensure against circuit overloading, which could delay restoration of service.

**D. Report Problems.** Report any defect, disruption or difficulty to the Management immediately. In the event Homeowner experiences any problems with any utilities provided by a serving utility other than the Community, contact the serving utility directly. If the problem, interruption, failure or defect was caused as a result of an act or omission by Homeowner, Resident or Guest, the cost of correction shall be assumed by the person(s) who caused it. If there is a breach of the peace or other disturbance or emergency, contact the police or other appropriate public agency, then immediately contact Management.

## **17. DETERIORATION OF IMPROVEMENTS**

Management has the responsibility to maintain physical improvements in the common facilities in good working order and condition. With respect to a sudden or unforeseeable breakdown or deterioration of the Community improvements, Management shall have a reasonable period of time for repair and to bring the improvements into good working order and condition after Management knows or should have known of the breakdown or deterioration. A reasonable period of time to repair a sudden or unforeseeable breakdown or deterioration shall be as soon as possible, especially in situations affecting a health or safety condition, except where exigent circumstances justify a delay.

## **18. INSURANCE**

The Community maintains insurance coverage for the common areas of the Community. Homeowner shall maintain adequate liability and fire insurance coverage on Homeowner's mobilehome. Management is not responsible for any loss due to fire, accident, theft, malicious mischief, or any other loss whatsoever unless caused by willful misconduct of Management. Homeowner assumes all risk of loss due to any cause whatsoever other than the exceptions named above. It is the Homeowner's responsibility to obtain, at Homeowner's cost, any additional insurance the Homeowner deems necessary to protect his/her interest.

## **19. INDEMNIFICATION.**

**A. Owner Liability – Habitability Associated with the Homesite.** Owner shall not be liable for any loss, damage or injury of any kind to the person or property of any Homeowner, Residents, Guests, family, employees, contractors, agents, invitees, permittees, or licensees of any Homeowner, or of any other person caused by any use of the homesite, or by any defect in the homesite improvements, or arising from any other cause in or about the homesite, unless resulting from our negligence or willful misconduct. While Owner is not liable and is released from all claims, demands, actions, and disputes in respect to any damage, bodily or personal injury or loss or expense, Owner is not released from claims where negligence or willful misconduct of the Owner are alleged in respect to core issues of habitability of the homesite, or associated with the mobilehome and ingress and egress to the Community as core functions of tenancy.

**B. Owner Liability – Habitability Associated with the Common Area.** Owner shall not be liable to Homeowner, Residents, Guests, family, employees, contractors, agents, invitees, permittees, or licensees of any Homeowner, or of any other person for any bodily or personal injury, damage to property or legal damages, or other loss to person or property caused by facilities, amenities, physical improvements, conditions or defects therein, or by Owner or Management, other persons while therein

or thereon (except as described in the last sentence of this paragraph). Homeowner agrees to indemnify and hold Owner harmless from and against any and all claims for damages to property or person arising from Homeowner's use or occupation of the homesite or caused by any pet kept on the homesite, or from any activity, work being done, permitted or suffered by Homeowner in or about the homesite. Further, Owner shall not be liable for personal injury or damage or loss of personal property (furniture, jewelry, clothing, etc.) from theft, vandalism, fire, water, rain storms, smoke, explosions, or other causes whatsoever. Homeowner agrees to indemnify and hold Owner harmless from all loss suffered by Homeowner or other persons in any of the aforesaid circumstances. The foregoing release means that Homeowner shall proceed at its peril in common areas, facilities and amenities which are non-core issues of habitability and not part of the duty of habitability of the homesite, including the roadway providing ingress and egress to the Community.

**C. Release.** This section is intended as a full and complete release as to any and all claims resulting from the use of the Facilities, notwithstanding Civil Code §1542, which provides that: "**A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.**"

**D. Applicable Law Prevails.** The undersigned further expressly agrees that the foregoing release and waiver of liability and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect. This release shall be construed as a release allowed to the fullest extent of the law and in accordance with *Lewis Operating Corporation v. Superior Court of Riverside County*, 200 Cal.App.4th 940 (2011).

## 20. INCOME CERTIFICATION FORM

**A. Covenants Consistent with Good Faith Operation of Non-Profit Ownership.** The Community operates as a non-profit entity for low-income housing pursuant to Federal guidelines and California Health and Safety Code section 33418. The Community is encumbered by regulatory restrictions related to occupancy and housing costs. One of the Owner's obligations is to provide evidence of continuing qualification of its non-profit status, property tax exemption and other cost saving programs. Therefore, in the mutual interest of Owner and all Homeowners, income certifications are required and will be conducted annually.

**B. Duty of Periodic Certification.** All Homeowners must provide Management with a completed Income Certification and Demographic Survey Form, which will confirm personal household income and other demographic information. Each certification form must be returned within seven (7) days of receipt. The forms will not be disclosed to any third parties (i.e., to persons who are not employees or agents of the non-profit Owner) unless required by court order or other authority or legal obligation. Such certification is mandatory and will be required annually.

**C. Misstatement Violations.** The Owner relies on the Income Certification and supporting information supplied by each qualified Resident in determining qualification for occupancy of the space. Any material misstatement in such certification (whether intentional or not) is a violation of these R&Rs and may be cause for termination of Resident's lease.

## 21. GROUNDS FOR EVICTION

**A. Termination of Tenancy.** California Law provides that mobilehome management may terminate a Homeowner's tenancy in a mobilehome community and proceed with eviction for reasons stated in Civil Code §798.56, including conduct upon the premises by a homeowner or residents which constitutes a substantial annoyance to the other community residents. The R&Rs are hereby amended to clarify the term "substantial annoyance." Conduct which constitutes a substantial annoyance to other Community residents within the meaning of Civil Code §798.56 (b), shall include, but not necessarily be limited to the following conduct or combinations thereof:

- (1) Frequent arguments at your homesite (neighbor to neighbor disputes, domestic disputes, domestic violence, etc.) which are audible to a next-door neighbor inside his/her home;
- (2) Any acts of vandalism upon Community property or upon a resident's property;
- (3) Any terrorist threats or racial/ethnic insults made to others, including management staff or neighbors;
- (4) 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 Community, whether intentional or accidental;

- (5) Multiple responses to the Community by law enforcement of reported criminal and/or nuisance activity or disturbances of the peace at your homesite;
- (6) Frequent late night and early morning social or business gatherings at your homesite;
- (7) Frequent vehicular traffic to and from your homesite for short visits;
- (8) Frequent bicycle or foot traffic to and from your homesite for short visits;
- (9) Frequent loud music at your homesite, night or day, which is audible to a neighbor inside his/her home;
- (10) Operation of electronic transmission devices (e.g., "Ham" or "CB" radios) that interfere with the radios, TVs or computers of your neighbors;
- (11) Frequent open consumption of intoxicants whether at your homesite or in common areas;
- (12) Unsafe driving within the Community including speeding, failure to stop or yield, endangerment to pedestrians, children and pets;
- (13) Loud motor vehicle noises including modified muffler systems, car stereos and motorcycles going to and from your homesite;
- (14) Frequent and continuing improper street parking due to an excessive number of vehicles at your homesite;
- (15) Continuing failure to maintain the mobilehome and homesite, including landscaping, according to the Community's R&Rs and general standards. This includes, but is not necessarily limited to improper open storage of personal property, hazardous materials, inoperative vehicles, unregistered vehicles, unsightly vehicles and vehicle repair at the homesite;
- (16) Frequent or continuing accumulations of litter, rubbish or debris at the homesite;
- (17) Causing any open fire, whether intentional or accidental.

**WARNING: HOMEOWNERS ARE RESPONSIBLE FOR THE CONDUCT OF ALL RESIDENTS AND GUESTS AT THEIR HOMESITE ARE CAUTIONED TO CONTROL THEIR BEHAVIOR. ENGAGING IN THE CONDUCT IDENTIFIED ABOVE, OR ANY OTHER CONDUCT DEEMED BY MANAGEMENT TO BE A SUBSTANTIAL ANNOYANCE TO OTHER COMMUNITY REISDENTS, SHALL BE GROUNDS FOR A TERMINATION OF TENANCY AND, IF NECESSARY, FORMAL EVICTION PROCEEDINGS.**

## **21. COMMUNITY PERSONNEL**

**A. Management Authority.** The Community shall be represented by a Community Manager who is to enforce the R&Rs. The Community Manager may not be requested to make exceptions, or make a waiver, for any Homeowners with respect to enforcement of the Rental Agreement, R&Rs, Animal Agreement, or any other documented policies. Where the R&Rs call for advance consent of Management, the consent shall be in writing. The Community Manager may provide such consent with corporate approval.

**B. Opinions of Value.** The Community Manager has no authority to represent or give opinions about home values, quality, utility, condition or merchantability; please consult a licensed real estate agent or licensed mobilehome dealer.

## **22. HOMESITE BOUNDARIES**

The lot lines at the perimeter of the homesite were for purposes of compliance with legal requirements for construction and operation at the time the Community was built. The area leased by a Homeowner includes the footprint of the mobilehome and accessory structures, and the required setbacks from the mobilehome and accessories. The area expected to be used and enjoyed by a Homeowner may not be represented by apparent physical boundaries or lot lines of the homesite as they existed 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 as 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 agrees to approve and allow a change in lot line locations if such modification does not exceed a change of up to thirty-six (36) inches in length or width to the homesite. Any adjustment shall not result in reduction, or offset of rents. In such cases, no claim shall lie against Management for lot line alterations or satisfaction of such legal mandates or business necessities. Homeowner is responsible for homesite 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 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 unless the homesite is demised and is SUBJECT TO ALL EASEMENTS AND ENCUMBRANCES of record and which exist in fact.

### **23. ENTRY UPON HOMEOWNER'S HOMESITE**

So long as Management does not unreasonably interfere with use of the homesite, Management may enter onto the homesite for any legitimate purpose, including, but not limited to, the following: maintenance of utilities, inspection and photographing of violations relating to Management's request for compliance with R&Rs, reading of the meters, service of notices, maintenance of homesites, to gain access to other homesites or areas of the Community, or other improvements in order to make repairs or undertake other maintenance and to add or replace improvements. Management may enter the mobilehome without prior written consent in the case of an emergency or where Homeowner has abandoned the mobilehome, or otherwise in accordance with the MRL.

### **24. NO RECORDING OF INTEREST**

Homeowner shall not record any homestead against the title to the Community property, nor allow any other lien or encumbrance to be filed against the Community property. Homeowner shall not file any lis pendens against the Community property. Homeowner shall not record this agreement or any memorandum of this agreement against the Community property. Owner may require Homeowner to discharge same within thirty (30) days by either: payment, deposit or bond. If Homeowner fails to do so, then, in addition to any other rights or remedies Owner may have, Owner may, but is not obligated to, procure the discharge of the lien, claim or demand by either paying the amount claimed to be due by deposit in court or bonding. Any amount Owner pays or deposits plus all other costs and expenses incurred, including reasonable attorneys' 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 rent on demand by written invoice.

### **25. INCORPORATED DOCUMENTS**

These R&Rs, the Mobilehome Residency Law, the additional documents referred to herein, and posted signs throughout the Community are incorporated into the Rental Agreement. Homeowner agrees that each document referred to by reference in these R&Rs and the Rental Agreement, or any other incorporated document, and posted signs are binding and effective immediately upon moving into the Community or entering the Community as a Homeowner, Resident or Guest, and that Homeowner, Residents and all Guests are bound by all of the terms and conditions of these documents and posted signs as they may be changed in accordance with the law.

### **26. PARAGRAPH HEADINGS**

The headings and titles of the paragraphs within these R&Rs are included for purposes of convenience only and shall not affect the construction or interpretation of any of the provisions hereof.