

# **RULES AND REGULATIONS STERLING SHORE ESTATES**

**February 19, 2015**

**Equal Housing Opportunity**

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



**It is illegal to discriminate against any person because of race, color, religion,  
sex familial status or national origin.**

**This Community is designated as “housing for older persons” with  
minimum age requirements for residency**

**STERLING SHORE ESTATES  
5830 Robin Hill Drive  
Lakeport, California 95453  
707-413-3010.**

## 1. INTRODUCTION.

These Rules and Regulations have been developed as a basis for good relations within Sterling Shore Estates. Because this is a manufactured home community, it has unique conditions which must be recognized and dealt with in a fair and reasonable manner, and applied and complied with on an impartial basis. The spirit behind these Rules and Regulations is the Golden Rule: "Do unto others as you would have others do unto you." We trust we will have your complete cooperation not only to keep Community standards high and to maintain a happy and friendly atmosphere, but also to assure each Resident a maximum of convenience and comfort.

The following Rules and Regulations are a part of your rental agreement. Please read the Rules and Regulations carefully and keep them on file as they constitute a binding agreement between you and the Community Management. Furthermore, the regulations contained in these Rules and Regulations will apply to any legal owner, registered owner, junior lienholder, heir, joint tenant, or personal representative of the estate of a Resident or any other person or party who gains ownership of Resident's manufactured home pursuant to the Mobile Home Residency Law or other California law. The Community Management will interpret and enforce these Rules and Regulations in a reasonable manner.

## 2. COMMUNITY STATUS.

Sterling Shore Estates is designated as affordable housing for older persons. At least one occupant, who has signed the rental agreement for Resident's home site, must be at least fifty-five (55) years of age, and all other Residents must be a minimum of forty five (45) years of age or older. Unless expressly exempted by **Civil Code § 798.34**. Any Guest who is occupying the home site pursuant to **Civil Code §§ 798.34(c) or (d)** and who does not meet the minimum age requirements set forth in this provision may not remain in the Community upon the death of Resident. The length of time of which the guest must vacate will be determined on a case-by- case basis.

## 3. ANNUAL VERIFICATION OF INCOME.

The Community operates as a community for 55+ housing pursuant to Federal guidelines and California Health and Safety Code section 33418. Under these guidelines, a copy of which is available for review in the Community's office during normal business hours, the Community is required to verify the income of the Community's Residents.

Accordingly, Resident shall be required to verify his or her income annually on the anniversary of this Agreement after being given ten (10) days written notice of the same. Failure of Resident to comply with this provision will constitute a violation of these Rules and Regulations, and may subject Resident to eviction. A

copy of the Verification of Income is attached as Exhibit "A" to these Rules and Regulations.

#### **4. DEFINITIONS.**

The definitions set forth below shall apply unless the context indicates that a different meaning is intended:

A. "Guests" includes all of Resident's agents, employees, persons sharing the home site pursuant to **Civil Code §§ 798.34(b), (c), or (d)** Please refer to **Civil Code § 798.35** for definition of immediate family. "Guests" also include any Residents who are not homeowners.

B. "Home site" means the real property rented to Resident by Owner. The boundaries of the real property rented to Resident shall be the lesser of either: (1) the lot lines as determined by a governmentally approved survey or by a recorded plot plan; or (2) the apparent physical boundaries of the home site as they exist at the time the rental agreement is/was entered into. The rental of the home site does not include any right or easement for light or view. These rights are specifically reserved to Owner. Regarding maintenance of the home site, Resident shall be responsible for the greater area as defined by this paragraph.

C. "Owner" includes, but it is not limited to, the owners of the Community (including the owner's partners, directors, representatives, officers, employees, and agents) and the management of the Community (herein referred to as the "Community Management").

D. "Community" means Sterling Shore Estates.

E. "Community Facilities" means those services and facilities of the Community generally available to Residents and their Guests.

F. "Community Management's Approval" or similar language means that Resident shall submit a written request to Community Management which describes the action Resident proposes to take and requests Community Management to give prior written approval.

G. "Resident" is a homeowner or other person who lawfully occupies a manufactured home (**Civil Code § 798.11**). A prospective homeowner, purchaser, or those persons listed on the last page of the Lease Agreement/Rental Agreement as "Homeowner" who have not been approved for tenancy by the Owner and have not closed escrow on the manufactured home occupying the home site shall not be deemed a "Resident."

## 5. COMPLIANCE WITH LAW AND RULES AND REGULATIONS.

A. Resident agrees to abide and conform to all applicable laws and ordinances, all terms and conditions of these Rules and Regulations, terms and provisions contained in any document referred to in Resident's Lease Agreement/Rental Agreement. Any changes to the rules or regulations will be in accordance with **Civil Code §§ 798.25, et seq.** and will be presented to the acting resident rules committee.

B. Residents and their Guests have the right to use the home site and recreational "Community" Facilities only if they comply with these Rules and Regulations and the other provisions of the Community's residency documents. In the event a resident is not with the guest, a guest pass will be required. If a resident is not in attendance & there is no guest pass, then the guest will be asked to leave.

C. Resident agrees that the enforcement of the Rules and Regulations and conditions of tenancy are a private matter between Community Management and each Resident individually. Community Management will not be responsible to Resident for normal, day-to-day disturbances that may result from the close proximity of other Residents and persons within the Community. As such, any Resident is unreasonably disturbed or bothered by the activity of another Resident or the Guest of another Resident, Resident should attempt to reasonably resolve any such problem.

D. Any violation of the Rules and Regulations shall be deemed a public nuisance. Resident agrees that a breach of any of the Rules and Regulations cannot reasonably or adequately be compensated in damages in an action of law and, therefore, Owner shall be entitled to injunctive relief including, but not limited to, restraining Resident from continuing to breach any such Rules and Regulations, term, or condition, or to allow a condition in violation of a rule or regulation, term or condition to exist or continue to exist. **Nothing contained herein waives the rights of claims against owner as provided by law.**

## 6. COMMUNITY PERSONNEL.

Owner shall be represented by Community Management, including a Resident Manager, who is vested with all the legal right and authority to enforce the Rules and Regulations on behalf of the Community's Owner.

## 7. GUESTS.

Management will enforce all rules regarding overnight and long terms guests as set forth in **Civil Code §§ 798.35** or if the Guest is sharing Resident's manufactured home pursuant to **Civil Code §§ 798.34(b), (c) or (d).**

A. Resident agrees to acquaint all Guests with the conditions of tenancy of the Community, including, but not limited to, the Community's Rules and Regulations. Resident is personally responsible for all the actions and conduct of Resident's Guests.

B. Before any additional person (other than the ones listed on the last page of Resident's rental agreement) may stay longer than the grace period and/or is permitted to reside with Resident, Resident must insure that such person comply with the following: (1) register with Community Management; (2) complete an application for tenancy; (3) be approved by Community Management; and (4) sign a copy of the then current Rules and Regulations and execute all other residency documents as required by Community Management. However, no such person or registered Guest will have any rights of tenancy in the Community in the absence of Resident (Civil Code §§ 798.34 (d)).

C. Community Management reserves the right to determine whether the Community's recreational and other facilities can accommodate all the Residents and their Guests; therefore, Community 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 Residents and Guests who are then using the Community Facilities.

## **8. MANUFACTURED HOME OCCUPANCY.**

A. The number of occupants of a manufactured home shall be limited to two (2) persons per the number of bedrooms present in the manufactured home, plus one (1) additional occupant. **Please reference Fair Housing Standards Handbook 7465.1 REV-2.**

B. At all times, at least one person who regularly occupies the manufactured home must be the registered owner of the manufactured home and must be a homeowner of the home site.

## **9. MANUFACTURED HOME STANDARDS.**

A. **Manufactured Homes.** Resident is responsible for ensuring, at his or her sole cost, that installation of all incoming homes are in compliance, with **Title 25, including without limitation, §1019 & §1020.** In addition, if any local permits are required, then Resident is responsible for the same, at his or her sole cost.

B. **Manufactured Home Sizes.** All manufactured homes in the Community shall conform in size to the requirements of the home site on which they are placed as established by Community Management. Placement of manufactured homes shall be determined by Community Management, in conjunction with proper permits.

C. Accessory Equipment and Structures. The installation of all appliances, accessory equipment and structures on incoming manufactured homes by Resident shall be completed within sixty (60) days of the date Resident signs the Community's rental agreement or first occupies the manufactured home site, whichever is earlier & is in accordance with **Title 25 §1020.3 of the California Code of Regulations.**

1. Building permits, licenses and other similar permission from government or quasi-governmental bodies or agencies must be obtained, prior to any installation or construction. All such equipment and structures must comply with all federal, state and local laws and ordinances, including, but not limited to, **Title 25 §1032 of the California Code of Regulations.**

2. Prior to commencing a new installation of or a change in accessory equipment and structures or a change in any appliance which is to be connected to the gas, electric or water supply, Resident shall submit for Community Management's approval a written plan describing in detail the accessory equipment and structures which Resident proposes to install or change. Such plot plan must include, but may not be limited to, dimensions of manufactured home, placement of manufactured home on the home site, and proposed placement of accessory equipment in relation to lot lines and all other structures in accordance with **Article 9 of Title 25 of the California Code of Regulations.**

3. Only accessory equipment and structures which are prefabricated or otherwise manufactured may be installed on Resident's home site. No "home-made" structure is permitted, but accessory equipment and structures which are constructed to contractor standards may be permitted with prior written approval of Community Management.

4. Any accessory equipment or structure not in compliance with the Community's residency documents shall be removed by Resident within ten (10) days of receipt of written notice.

5. If Resident does repair or replace Resident's manufactured home or any existing accessory equipment, or if Resident adds any new improvements or accessory equipment, the standards for incoming manufactured homes and for accessory equipment and structures must be met. All such repair, replacement or installation shall be completed within sixty (60) days of approval and must be done by an appropriate, licensed, bonded and insured contractor.

6. Resident is cautioned that there are manufactured homes and home sites in the Community which contain accessory equipment and structures which no longer conform with present Community standards and regulations; therefore, Resident may not assume Resident's plans will be approved because the plans conform to accessory equipment and structures existing on other manufactured homes or home sites.

D. Standards for Incoming manufactured homes and for New Construction and Installation of Accessory Equipment and Structures. The following are the applicable standards for specific equipment and structures for all incoming manufactured homes and for all new construction and installations (including repairs and replacements):

1. Electrical Appliances. Due to the limited capacity of the community's electric & sewer systems, Resident must receive prior approval from Management before installing any major appliances, air-conditioning systems or evaporative coolers. If Community Management approval is received, then the air conditioner must be wired through the electrical supply of the manufactured home and not through the Community's electrical pedestal. Evaporative (swamp) coolers are permitted provided the cooler is in good operating condition and does not make excessive noise that will disturb any other Resident. **Please reference Title 25 §1360.**

2. Community Management may require removal of any appliances (including, but not limited to, air conditioning units) that, in Community Management's reasonable discretion, adversely affect the utility systems of the Community. No water softener which discharges in the Community's sewer system is permitted.

3. Privacy Screens and Carports. Porches, patios and carports are required and must be constructed under permit and meet the appropriate governmental building codes. These codes include, but are not limited to, **Title 25 §1466- §1506 of the California Code of Regulations.** Community Approval is required prior to the installation of any sunshades, windscreens & privacy screens & should be in good working order and aesthetically appealing.

4. Siding. All manufactured homes must have exterior siding that is either painted or stained wood, Masonite, horizontal, house-type siding or stucco. All colors must be approved by Community Management.

5. Skirting and Awnings- Title 25 §1466- §1476. Skirting and awnings are required on all manufactured homes. Resident may not install any "awning extenders" and "slanted awning stanchions" without Prior Community Approval. All textured materials and color must coordinate with the manufactured home. All awnings must be painted or be of anodized aluminum or steel and

must be of an approved manufactured type.

6. Facias and Flashing. All manufactured homes shall have facias (unitizing) that blend with the roofing and siding materials and shall tie into the awnings in such a manner as to eliminate a line of demarcation between the manufactured home and the awnings. This fascia shall be installed completely around the perimeter of the manufactured home. Where the manufactured home is joined at the roof, the fascia shall be of the same material as the roof.

7. Roofing. All roofing materials on carports and storage sheds, as well as replacement roofs on manufactured homes, must be non-glare aluminum, composition asphalt shingles or tile.

8. Rain Gutters. All manufactured homes must be fitted with rain gutters and down spouts which extend to the ground and drain water to the street.

9. Earthquake Bracing. If Resident installs a manufactured home earthquake-resistant bracing system, such system must be installed and maintained in compliance with the **California Health & Safety Code and Title 25 of the California Code of Regulations, Article 7.5**.

10. Exterior Storage Building. Resident may install up to two (2) storage buildings, which shall not exceed a combined floor area of one hundred twenty square feet (120'). Community Management must approve the type of storage building and where the storage building(s) will be placed, in accordance with **Title 25 § 1510**.

11. Fences. Resident must obtain prior written approval of Community Management before erecting any fence on Resident's home site. All fences must be painted or stained to match Resident's manufactured home. No fence may exceed six feet (6') in height (if located to the side or rear of the home site) or thirty-six inches (36") (if located between Resident's manufactured home and the street). Any fence must be placed inside Resident's lot line and not infringe on any adjacent home site or common area in accordance with **Title 25 §1514**.

12. Antennas and Satellite Dishes. Resident must abide by the following standards regarding the installation of any exterior satellite dish or antenna on Resident's home site:

a. Only satellite dishes with a diameter or diagonal measurement of one meter (approximately thirty-nine inches (39")) or less will be permitted. Any permitted satellite dish must not be visible from the streets or common areas of the Community and must be located on the ground to the rear of Resident's manufactured home, unless such location interferes with the quality of reception. Satellite dishes must be installed by a licensed satellite contractor and requires prior Community approval for placement of the same. Please



contact the Community Manager's office if you are having a satellite dish installed and the Community Manager will make arrangements to be available when the installer is at Resident's home. In all instances, trip hazards must be avoided. If any satellite dish placement is not pre-approved, then Resident may be required to have the same relocated at Resident's sole cost. Any installed satellite dish must be properly maintained.

b. An installer (including Resident) of a satellite dish must indemnify or reimburse Community for loss or damage caused by the installation, maintenance, or use of Resident's satellite dish.

c. Television antennas must be located to the rear of the manufactured home (away from the street) and may not extend more than twelve feet (12') above the highest point on Resident's manufactured home, unless such location interferes with the quality of reception. Any antenna or reception device must be properly installed and secured to comply with all laws, codes and manufacturer instructions and must be operational.

d. Other than for television, all other antennas (including, but not limited to, ham radio and CB antennas) are not permitted in the Community.

e. Cable television service is available through the local service provider.

13. Flagpoles. No permanent flagpoles are permitted. Only small flagpoles, which are four feet (4') in length or less and are designed to be mounted on the front of the manufactured home, are allowed.

14. Spas. No spa pool may be installed on the home site without prior submission of a plan to and approval by Community Management. Manufacturer specifications must be followed, and a locking cover must be in place when the spa is not in use.

15. Water Softeners. Any water softener which discharges in the Community's sewer system is prohibited.

16. Solar Panels. Solar heating panels are permitted with prior Community approval. Manufacturer specifications must be followed regarding installation. Solar heating equipment or other similar devices will not extend more than twelve inches (12") above the existing roof or awnings. All exposed surfaces, except the solar collecting surface must be of a non-glare material and/or painted to match the existing roof and manufactured home.

17. Work Done By Contractors. Management must give prior written approval of all major projects completed to the outside of the homesite and must only be completed by licensed contractors.

## **10. LANDSCAPING.**

A. Landscaping of unlandscaped home sites or changes to existing landscaping shall be completed within ninety (90) days of the date Resident signs the Community's rental agreement or first occupies the manufactured home site, whichever is earlier.

B. Prior to commencing any landscaping, including changes to existing landscaping, Resident shall submit a detailed landscaping plan to Community Management for approval.

1. All changes made by Residents already residing in the Community must be completed within sixty (60) days of approval.

2. Any landscaping which has been installed by Resident without Community Management approval and/or in violation of these Rules and Regulations must be removed by Resident within ten (10) days of written notice.

3. Any irrigation system must have prior written approval of Community Management.

4. Resident is cautioned that there are home sites within the Community which may have landscaping which no longer conforms with present Community standards and regulations. Therefore, Resident may not assume Resident's plans will be approved because the plans conform to existing landscaping.

C. The following general landscaping standards are provided only to assist Residents in their preliminary planning:

1. Evergreen grasses, ground covers, flowers and small shrubs are generally acceptable, and Resident is encouraged to install and maintain same.

2. Resident shall not, unless authorization is given by Community Management, remove any plants upon Resident vacating the Community.

3. Community Management expressly prohibits the use of any manures or odorous chemical fertilizers.

4. Waterfalls, statuary and other forms of decor will be permitted only with Community Management's approval.

5. Some form of planted ground cover, acceptable to Community Management, is required.

6. Redwood bark, wood chips or decorative rock (no larger than 3/4"), with an underlining of black plastic for weed control, may be used by the Resident. All decorative rock must be washed frequently. Additional bark, chips and/or rock must be added as necessary, to insure that there is sufficient material at all times to adequately cover the area over which the bark, chips or rock is spread.

7. No large trees and tall plantings are permitted. However, a small tree (which, at maturity, may not exceed eight feet (8') in height) may be planted on Resident's home site only with prior written approval of Community Management. Community Management retains the option to determine the location of and the type of tree which may be planted. In no event may any tree be planted within six feet (6') of any lot line or in the vicinity of any underground utility system.

8. No plant, tree, or shrub may be planted which has a root structure that may cause any damage, including, but not limited to, cracking or buckling of streets, driveways or other community facilities or which may interfere with any underground utility system.

9. Small vegetable or fruit gardens not to exceed one hundred square feet (100') are permissible in the rear of the home site providing it is out of view from the Community streets.

10. Underground Utilities. To avoid damage to underground utilities, Resident must have Community Management's consent before digging or driving rods or stakes into the ground. Resident shall bear the cost of repairs to any utilities or Community property damaged by Resident.

11. The existing drainage pattern and grading of the home site may not be changed without Community Management's consent. Resident is responsible for insuring that water does not puddle or stand and drains away from Resident's manufactured home into the street, but not onto other home sites or common areas. Resident may be required to correct improper drainage at Resident's expense, including, but not limited to, re-leveling or otherwise adjusting Resident's manufactured home or repairing and/or replacing any improvements.

12. Marijuana, opium and similar illegal plants are expressly prohibited on the home site or in the manufactured home.

D. All landscaping, including, but not limited to, shrubs, vines, bushes and lawns, shall be well maintained by Resident. Such maintenance shall include, but not be limited to:

1. The frequent, at least once each week, mowing of any

lawns. The home site must be kept free of weeds and debris at all times.

2. The trimming of all shrubs, vines and bushes in a manner that maintains an attractive shape and prevents such plants from blocking a neighbor's view or from being excessively high or brushing against a neighbor's manufactured home or awning. In no event shall Resident's landscaping be allowed to over-hang onto another Resident's home site or any common areas of the Community, to exceed the height of Resident's manufactured home, or to obscure the vision of persons driving in the Community.

3. In the event a tree or tree root poses a health and safety issue, Community Management will act in accordance with **MRL 798.37.5**.

4. Resident will not trim trees or shrubs on Community property other than on his or her home site without Community Management's written consent.

5. When vacationing or absent for any other reason, it is the responsibility of the Resident to arrange for someone to water and to maintain the home site.

6. Resident must be careful when using water to maintain Resident's landscaping. To prevent the waste of water, nuisance to other Residents, or damage to the roadway, water must be conserved and not permitted to overflow into the Community's streets or onto the yards of neighboring Residents.

## **11. GENERAL MAINTENANCE OF HOME SITE.**

A. Storage. Storage of anything beneath, behind or on the outside of the manufactured home is prohibited. This includes, but is not limited to, storage of boxes, trunks, wood, pipe, bottles, garden tools, mops, ladders, paint cans or any item which is unsightly in appearance.

1. Only outdoor patio furniture and barbecues may be used on the patio, porch, yard or other portions of the home site.

2. No towels, rugs, wearing apparel or laundry of any description should be visible from the street.

B. Maintenance and Appearance of home site. Resident shall at all times maintain Resident's manufactured home and home site in a clean and sanitary condition, and shall cause all rubbish and other debris to be removed from Resident's manufactured home and home site on a regular basis. Resident is financially responsible to maintain, repair and replace (as necessary) Resident's manufactured home and all accessory equipment and structures, and Resident must keep these items in good condition and repair at all times.

Resident's obligation applies, without limitation, to the following: Resident's manufactured home; all accessory equipment and structures; walk- ways; plantings; any banks or slopes located on Resident's home site; any utility connecting lines from the meter or utility pedestal to Resident's manufactured home.

1. Exterior Painting. The exterior paint on Resident's manufactured home, accessory structures and equipment shall be properly maintained. Proper maintenance shall include, but not be limited to, the repainting of the exterior whenever the paint begins to fade, peel, flake, chip or deteriorate in any other manner that detracts from the aesthetic beauty of the Community. Written approval must be obtained from Community Management prior to any painting.

2. Concrete. All concrete, asphalt and other surfaces shall be kept clean and maintained free of oil and all other sticky or oily substances.

3. Driveway. Individual driveway maintenance shall be Resident's responsibility, unless the driveway was installed by the Community.

4. Damage. If any portion of the exterior of the manufactured home or its accessory equipment, structures, or appliances or the home site are damaged, the damage must be repaired or replaced within **ninety** (90) days. This includes, but is not limited to, damage to the siding, awnings, awning supports, down spouts, skirting, porch or storage shed. If Resident's manufactured home has not been repaired, reconstructed, or restored within a reasonable time after work has been commenced on it, then Resident shall remove the manufactured home from the Community at Resident's expense. Upon such removal, Resident shall continue to be bound to perform all of Resident's obligations under the rental agreement, unless Resident has given Community Management sixty (60) days' written notice that Resident is vacating the tenancy.

C. Hazardous Substances. Anything which creates a threat to health and safety shall not be permitted on the home site.

1. For the purpose of this provision, "hazardous substance" refers to any flammable, combustible, explosive or toxic fluid, material, chemical, or substance (including, but not limited to, paint, motor oil and other vehicle fluids, herbicides, insecticides, poisons, chemicals or other toxic materials).

2. No hazardous substances may be stored on the home site, except those customarily used for normal household purposes (and then only in quantities reasonably necessary for normal household purposes which shall be properly stored within the manufactured home and/or storage building).

3. Resident shall not dispose of any hazardous substances under or about Resident's home site, other home sites in the Community, the Community's common areas or any other area of the Community (including, but

not limited to, the sewer system or other drainage areas, the street gutters, the driveway areas or the ground beneath Resident's manufactured home, accessory equipment, or elsewhere on the home site).

4. In the event Resident stores or disposes of hazardous substances under or about Resident's home site or elsewhere in Community, Resident shall immediately and appropriately remove the hazardous substances at Resident's own expense. If the Resident fails to remove the hazardous substances within ten (10) days after Community Management gives Resident written notice to remove the hazardous substances, the actual cost of such removal shall be immediately due and payable to Owner. Resident agrees to indemnify Community against (and hold Community harmless from) any loss, liability, damage or expense, including, without limitation, reasonable attorneys' fees, which (either directly or indirectly) Community may incur or suffer by reason of the storage or disposal by Resident of any hazardous substances on or under Resident's home site, other home sites in the Community or any other areas of the Community.

D. Sewer System. The following objects should not be deposited nor placed into the sewer system (including, but not limited to) facial tissue, disposable diapers, paper towels, tampons, cotton balls, grease, coffee grounds, facial tissue, disposable diapers, baby wipes, sanitary napkins and wipes or other inappropriate items. Community Management shall not be responsible for damage done to any manufactured home because of the stoppage or backing up of the sewer system due to the placement in the sewer system of any prohibited material. Resident acknowledges that the placement of such prohibited material into the sewer system is difficult, if not impossible, to police. Resident, therefore, waives any and all claims for personal injury or property damage caused by a stoppage in the sewer line due to the placement of prohibited materials into the sewer system, by any persons, known or unknown. **Please reference Title 25 Article 5.**

E. Utility Pedestals. The utility pedestals (water and utility hookups) must be accessible at all times. If one of the Community's water shut-off valves is located on Resident's home site, it must be kept uncovered and accessible at all times. Resident shall not connect, except through existing electrical or propane outlets or water pipes on the home site, any apparatus or device for the purposes of using electric current, propane gas or water. All drain and line connections must be gas and water tight.

F. Licenses and Fees. All manufactured homes within the Community must bear a current license and decal issued by the appropriate agency of the State of California. Any fee, tax or registration charge for Resident's manufactured home by any county, state or federal agency must be paid by Resident. Resident shall provide to Community Management, on three (3) days' written notice, a copy of the registration card issued by the Department of Housing and Community Development for the manufactured home occupying the Resident's home site.

G. Exterior Lighting. Except for security/motion lighting fixtures, any light bulb used on the exterior of Resident's manufactured home may only be a maximum of 60 watts and must be aimed only to portions of Resident's home site, but not to any other Resident's home site or manufactured home. Only UL approved Christmas lights and decorations shall be used on Resident's home site. Any decoration and/or lights used on the outside of Resident's manufactured home must be UL approved and are subject to Community Management's approval. Christmas lights and decorations may be displayed only after Thanksgiving, and no later than mid-January; in no event may Christmas lighting and decorations be left up any other time of the year.

H. Garbage and Trash Disposal. Garbage must be placed in plastic trash bags and kept inside the manufactured home or in back of carport in an approved container. In accordance with county ordinances, each resident is required to have their own Garbage & Trash Service.

1. Sanitary and health laws must be obeyed at all times.
2. Combustible, noxious, or hazardous materials should be removed from the Community and not placed in Resident's containers.
3. All garbage and refuse must be stored in garbage containers with tight-fitting lids.
4. Bringing trash from outside the Community to dump in Resident's trash containers is not permitted.
5. Trash will be picked up periodically by the local refuse hauler. A maximum of three (3) approved containers may be placed at Resident's curbside; no materials may be left outside of the two approved containers per home site. Empty trash containers must be promptly removed from the street and stored in the back of the carport or otherwise not be visible from the street or an adjacent manufactured home. Homeowners must have garbage service.

## **12. ADVERTISEMENTS.**

A. All exterior advertising flags, including, but not limited to, for sale signs, open house signs and garage sale signs, are prohibited. However, Resident may place a Home For Sale sign or a political campaign sign in accordance with **Sections 798.70 and 799.10 of the MRL respectively.**

B. The Community bulletin boards may be used by Resident for no longer than seven (7) days to advertise the sale of a specific item or items, all with manager's approval.

C. "Patio sales," "moving sales," and "yard sales" are expressly prohibited, unless conducted with prior written approval of Community Management. The community will sponsor an annual community sale once a year. ESTATE SALES AND MOVING SALES are allowed as needed.

## **13. ENTRY UPON RESIDENT'S HOMESITE.**

Community Management shall have a right of entry upon the home site for maintenance of utilities, for maintenance of the home site where the Resident fails to maintain the home site in accordance with Civil Code §798.26. Except in the case of emergency, 24-hour prior notice will be given to homeowner.

## **14. RECREATIONAL FACILITIES.**

A. Recreational facilities are provided for the exclusive use of Residents and their Guests. Use of the facilities by the public is prohibited. No business or commercial activity may be conducted in the recreational facilities.

B. Hours for the recreational facilities and additional rules and regulations governing the use of the recreational facilities are posted in and about the facilities and are incorporated into these Rules and Regulations by reference.

C. The drinking of alcoholic beverages is prohibited during business meetings. If alcoholic beverages are to be consumed at a special function, then a liability insurance binder may be required, with the Community being added as an additional insured. No glassware or soft drink bottles may be taken into the recreation areas. No gambling will be permitted at any time. However, bingo is allowed if organized by the Community Residents' Committee, written approval is given by Community Management, and if bingo games are conducted in compliance with applicable law and any and all permits are obtained by the Community Resident's Committee and provided to the Community prior to the event.

D. Persons in swimming suits or trunks, wet or dry, will not be allowed in the clubhouse. All persons must be fully clothed at all times in the clubhouse



and other Community buildings. Footwear must be worn in all Community buildings.

E. Smoking is not permitted in the clubhouse and other enclosed areas of the Community's common facilities.

F. No one may put their feet against the wall, windows or tables within the recreational areas.

G. Screaming, running, horseplay and loud noises are not allowed in the recreational areas.

H. Recreational facilities and swimming pool rules may be changed or revised upon sixty (60) day's notice to Resident.

I. Unless used with earphones, radios, CD players, boom boxes, televisions, and other such entertainment devices are not permitted in the pool area, clubhouse or other recreational facilities of the Community without prior written permission.

J. Residents wishing to reserve the clubhouse or rooms in the clubhouse for private parties, meetings or other functions must apply by making arrangements with Community Management forty-eight (48) hours in advance. Should the date not conflict with any other applications, social events or planned use of the facilities, and upon approval by the Community Management, the request will be granted. During such a scheduled event or party, the reserved clubhouse facilities will not be open to other Residents and their Guests.

**In accordance with the MRL Section 798.51**, there will be no charge for the use of the clubhouse; however, Resident will be required to pay for any damage that may occur. Those scheduling the function will be responsible for normal cleanup immediately after the event or party. All such functions must be carried on in full compliance with these Rules and Regulations and the other residency documents of the Community. Resident will, therefore, be required to provide Community Management with information relating to the function so that Community Management may evaluate the function. Any personal or private function conducted by resident will require a deposit and will be refunded upon no damage or cleanup required.

K. The recreational facilities are used and occupied at Resident and guest's sole risk of peril.

L. Access to the recreational facilities and other common facilities is based on the awareness of inherent risks of injury and harm in the use and presence in the facilities

M. Inherent risks of injury and harm exist even when utmost caution is exercised by Resident

N. Resident shall take all reasonable precautions to avoid unreasonable risks of harm to Resident, all other members of the Resident's household, and guests and invitees.

O. The pier and docks are for the sole use of Sterling Shore Estates' residents.

P. Despite the inherent risks, Resident shall, on behalf of all members of the household, guests and invitees, assume full responsibility for injury, harm and damage to Resident and all others and release owner and hold Owner free and harmless from all claims, demands and lawsuits for injury, damage or other harm, loss, expense caused in or about the facilities as now provided. **Nothing contained herein waives the rights of claims against owner as provided by law.**

Q. Prior to use of the pier and/or docks, the Resident must execute a Pier and Dock Use Agreement, which will hold the owner, its employees, the management company, its employees and other agents of the owner and management company harmless from any damage or injury that may occur as a result of the use of the pier and/or docks. Additionally, a Waiver of Liability and Indemnification must be executed. **Nothing contained herein waives the rights of claims against owner as provided by law.**

## 15. SWIMMING POOL RULES.

Persons using the pool must do so at their own risk. There is no lifeguard on duty.

A. A Swimming Pool Release Agreement must be signed by Resident before Resident, Resident's children, Resident's Guest(s), or any other occupant of Resident's manufactured home may use the swimming pool.

B. All persons must shower before using the pool or spa pool.

C. Swim fins, diving masks, rubber floats, and the like are not permitted to be used while others are using the pool.

D. The swimming pool and spa pool are available only from May 1 to October 31 of each year.

E. Only manufactured swim wear in good condition may be used. No cutoffs or other similar "homemade" swim wear is permitted.

F. Children under fourteen (14) years of age may not use the swimming pool or spa pool unless accompanied by an adult.

G. Guests not accompanied by a resident are required to have a guest pass to use the swimming pool

H. All persons who are incontinent or who are not “potty trained” are not permitted in the pool or spa

I. Smoking and alcoholic beverages are prohibited in the swimming pool or spa pool.

J. For protection of deck furniture, please place towels over chairs when using suntan oil, creams, or lotions.

K. No one with a skin disease or open wound will be permitted in any of the pools.

L. Shoes or sandals must be worn to and from the pool area.

M. Community Management reserves the right to limit the use of the pool at any time and to restrict use of the pool by anyone. Residents are responsible for the conduct of their Guests.

N. No food or glass containers of any kind are permitted in the pool area. Pool hours and additional pool rules are posted in the pool area and are incorporated herein by this reference.

## **16. REST ROOM AND SHOWER FACILITIES.**

When available, rest rooms and showers will be provided for the exclusive use of Residents and their Guests. These facilities are available for showering before and/or after using the swimming pool or as a rest room for persons using the laundry room or swimming pool. At all other times, Resident is to use the bathroom(s) located in Resident’s manufactured home.

These facilities will be closed from time to time at Community Management’s discretion for cleaning and repairs.

## **17. PARKING.**

A. Only currently registered and operating vehicles may be parked on Resident’s home site. Any vehicle parked in Resident’s driveway may not extend into the street.

1. Permitted vehicles” specifically include sports cars,

coupes, sedans, vans, station wagons, pickup trucks under one (1) ton, or sport utility vehicles. Not included as permitted vehicles are “other vehicles” such as campers, buses, trucks and other commercial vehicles of every kind and description, trailers (except the manufactured home occupied by Resident), “RVs,” dune buggies, motor scooters, mini-bikes, mopeds and other two and three wheeled motorized or self-propelled transportation.

2. Commercial vehicles may not, without Community Management’s consent, be substituted for one of the two permitted vehicles if it is equipped with exterior racks, storage containers or compartments or other similar devices or contains tools or equipment which are mounted on the outside of the vehicle or are otherwise visible from the street or adjacent manufactured homes.

3. Notwithstanding anything contained herein to the contrary, one (1) motorcycle may be parked on Resident’s home site if used by Resident and is in good running order and is currently licensed and insured.

B. Parking is permitted only in designated areas. Unless otherwise posted or permitted by these Rules and Regulations, no parking, including the parking of recreational vehicles, is permitted on the streets of the Community at any time, except for the purpose of loading and unloading and only during the hours from 7:00 a.m. to 9:00 p.m. **Up to 36 hours will be allowed for the purpose of loading or unloading a recreational vehicle.** Exceptions can be approved by Community Management. Vehicles belonging to repairmen, delivery persons, health care personnel or Community employees may be parked for longer periods of time on the street immediately adjoining the home site where repairs are being performed or where services are being provided. Someone with a key to the vehicle must be available at all times.

C. Vehicles parked on Resident’s home site may only be parked on the driveway, and not on the landscaped or other areas of the home site. Parking is not permitted on vacant home sites.

D. Guests may only park in designated guest parking spaces (if available) or on the host Resident’s home site. Because of the limited parking facilities, traffic congestion and noise, Community Management reserves the right to restrict the number of Guests bringing automobiles or other vehicles into the Community.

E. Resident may use the guest parking if the Resident is using the recreational facilities. Otherwise, Resident may not park in spaces designated for Guests without Community Management’s approval.

F. Any vehicle parked in violation of these Rules and Regulations or in violation of signs posted throughout the Community may be towed from the

Community at the expense of the vehicle's owner.

G. Sleeping in **personal vehicles or trucks** is prohibited.

H. No automobile may be "stored" on the home site. "Storage" shall include, but not be limited to, the parking of an inoperative vehicle for a period exceeding two (2) weeks, the parking of an operative vehicle that is not used for a period exceeding four (4) weeks or the parking of more than one vehicle for the purpose of selling those vehicles as part of a commercial activity. However, Residents may leave their vehicle in their parking space when on vacation.

I. A limited number of parking spaces are available for travel trailers, boats, campers, trucks and extra cars on a first come first serve basis. By providing such spaces to the Residents, Community Management is providing a service, but is not under any obligation to provide such a service. Therefore, Community Management may impose an additional fee for the storage of any vehicle, boat or trailer. Resident must maintain such space in a neat and orderly state.

## **18. MOTOR VEHICLES AND BICYCLES.**

A. No vehicle leaking oil or any other hazardous substances or fluids shall be allowed in the Community. Any car dripping oil or gasoline must be repaired immediately.

**B. No maintenance, repair or other work of any kind on any vehicle, boat or trailer (other than the manufactured home Resident resides in) may be done on the home site without Community Management's consent. This includes, but is not limited to, the changing of oil.**

C. Cars may be washed in the driveway or carport area of Residents home site.

D. For the safety of Community Residents and their Guests, no vehicle may be driven in an unsafe manner. All traffic signs must be obeyed. The speed limit in the Community is 10 miles per hour (MPH).

E. Pedestrians, electric carts and bicycles shall be given the right-of-way.

F. No vehicle may be operated in the Community by any person who is not properly licensed. All vehicles operated within the Community must be registered and licensed for street usage.

G. Excessively noisy vehicles are not permitted in the Community.

H. Motorcycles, motor scooters, mini-bikes, mopeds or other two and three wheel motorized vehicles entering or leaving the Community must be driven by the most direct route between the Community's entrance and Resident's home and may not otherwise be driven on any other street in the Community. All such vehicles shall be equipped with mufflers or other necessary noise suppressing devices. Furthermore, all such vehicles shall be licensed street legal and driven by a licensed driver only.

I. Bicycles may only be driven on the roadways and must obey the same traffic regulations as cars.

J. If driven at night or at dusk, bicycles must be equipped with a light on the front and a reflector in the rear.

K. Skateboard riding and roller skating are not permitted in the Community.

L. Vehicles are not permitted in the Community unless they are regularly maintained in normal operating condition and are neat and clean in appearance. This includes, but is not limited to, vehicles whose exterior appearance has deteriorated to a point where they are unsightly and detract from the appearance of the Community, or vehicles which contain unsightly loads that are visible to other persons.

## **19. CONDUCT.**

A. Orderly and respectful conduct is required at all times. Actions by any person of any nature which may be dangerous or may create a health and safety problem or disturb others are not permitted. This includes, but is not limited to, any unusual, disturbing or excessive noise, intoxication, quarreling, threatening, fighting, immoral or illegal conduct, profanity, or rude, boisterous, objectionable or abusive language or conduct. The use or display of any weapon, including, but not limited to, a bow and arrow, BB guns, knives, fireworks and guns are expressly forbidden. Persons under the influence of alcohol or any other substance shall not be permitted in any area of the Community which is generally open to Residents and their Guests.

B. Radios, televisions, record players, musical instruments and other devices must be used so as not to disturb others. "Ham" or "CB" radios or other radio transmitters may not be operated in the Community.

C. Residents and their Guests shall not encroach or trespass on any other Resident's home site or upon any area which is not open for general use by Residents and their Guests. All Community property which is not for the use of 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 Community Management, shall not be used, tampered with or interfered with in any way by Resident.

D. Residents and their Guests must be quiet and orderly and shall not do anything which might be cause for complaint. Residents must acquaint all Guests and all occupants of the manufactured home with the Community's Rules and regulations.

E. The Community's streets shall not be used for the playing of games and sports.

F. Except for barbecues approved for use by Community Management or fireplaces and other appliances installed in Resident's manufactured home, no fires are permitted. Local Ordinances must be followed.

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

H. Resident is responsible for the actions and conduct of all other occupants or Residents of Resident's manufactured home and for the actions and conduct of Resident's Guests and invitees. Such responsibility shall include, but not be limited to, financial responsibility for any breakage, destruction, or vandalism of the Community's recreational facilities and common areas.

I. The manufactured home and home site shall be used only for private residential purposes and no business or commercial activity of any nature shall be conducted thereon (except, any home Internet business, as long as no additional foot or vehicle traffic in the Community is required). This prohibition applies to any commercial or business activity, including, but not limited to, the following:

1. Any activity requiring the issuance of a business license or permit by any governmental agency.
2. The leasing, subleasing, sale or exchange of manufactured homes.

## **20. PETS.**

A. Permission to keep a house pet in the Community must be obtained from Community Management. A house pet is defined as a pet that spends its primary existence within the manufactured home. Community Management reserves the right to deny a Resident a pet if a proposed pet would pose a threat to the health and safety of Residents of the Community. No more than two (2) pets are allowed per manufactured home.

1. The types of pets permitted are: a domesticated bird, cat, dog, or aquatic animal kept within an aquarium. Only medium-sized cats or dogs (which, at maturity, do not exceed twenty-five pounds (25 lbs.) in weight or eighteen inches (18") in height when measured at the shoulders in a standing position, at maturity) are permitted. Guide dogs, signal dogs, and other service dogs as defined by **Civil Code § 54.1** are exempt from the size limitation otherwise applicable to dogs. Pit Bulls, Chow Chows, Rottweilers, Doberman Pinschers and other aggressive breeds are expressly prohibited.

2. Non-house pets (including farm animals) are prohibited under any circumstances. Strange and exotic pets are not permitted.

3. After moving into the Community, a pet may not be acquired without written permission from the Community Management. Community Management must approve all pets before application to rent is accepted. The prospective pet must be personally presented to the Community Management and a photo provided with the application.

4. In the event of a loss of a pet, written permission to acquire a new pet must be obtained from Community Management. The Grandfather Clause for multiple pets (more than 2) only applies to existing pets in the home for approved occupants as of June 6, 2014 and will not transfer in the event the pet is lost or passes away.

5. If any of the rules regarding pets is violated, and such violation is noted by Community Management or a valid complaint is made by another Resident, the Resident owner of the pet will receive an official notice in writing stating that the right to keep a pet within the Community is terminated.

B. The following rules must be strictly followed by all pet owners:

1. Each pet must be licensed and inoculated in accordance with local law. Evidence of licensing and inoculation shall be submitted to Community Management within seven (7) days of receipt of written request for such information.

2. Pets must be on a leash at all times when not inside the manufactured home.

3. Any pet running loose in the Community will be taken to Animal Control. Recurring violations of this rule will lead to the loss of the privilege to maintain a pet.

4. Other than guide dogs, signal dogs and other service dogs as defined by Civil Code § 54.1, pets will not be allowed in the clubhouse or any recreational area at any time.



5. Pets will not be allowed to cause any disturbance which might annoy neighbors, including, but not limited to, barking, growling, biting or any other unusual noises or damage. Under no condition is a pet to invade the privacy of anyone's home site, flower beds, shrubs, etc. Pet owners are responsible at all times for their pets, including injury, destruction, and annoyances to other Residents, and the Community and Community Management shall not be liable for any loss, damage or injury of any kind whatsoever caused by Resident's pet.

6. No exterior pet housing is permitted in the Community.

7. Guests are not permitted to bring any **prohibited** pets into the Community, other than Guide dogs or signal service dogs as defined by Civil Code § 54.1.

8. Feeding of stray cats and other animals is prohibited.

9. The tying up of pets outside the manufactured home and leaving them unattended is strictly prohibited.

10. Community Management encourages pets to be spayed or neutered. However, in the event of offspring, Community Management must be immediately notified and written permission of Community Management must be obtained for the offspring to stay in the Community for a temporary period not to exceed twelve (12) weeks.

## **21. ZONING AND CONDITIONAL USE PERMIT INFORMATION.**

The nature of the zoning under which the Community operates is as follows: RI

The date of expiration or renewal of any conditional use or other permits required to operate the Community which are subject to expiration or renewal are as follows: The Community is not operating pursuant to a conditional use permit which has an expiration date.

The duration of any agreement of the Community or any portion thereof in which the Community is a lessee is as follows: The Community is not subject to any underlying ground lease. If a change occurs concerning the zoning permit under which the Community operates or an agreement in which the Community is a lessee, all Residents shall be given written notice within thirty (30) days of such change.

## **22. RENTING, SUBLETTING OR ASSIGNMENT.**

Resident shall not sublease, rent or assign Resident's manufactured home, the home site or any rights or interest that Resident may have under Resident's

rental agreement, except as permitted by the manufactured home Residency Law and other applicable law and upon the prior approval of Community Management. Community may place such restrictions upon subletting as are permitted by law, may increase the rent charged to Homeowner as permitted by law, and may amend these Rules and Regulations to include provisions regarding subletting.

### **23. FIXTURES.**

Resident is exclusively responsible for the maintenance of all accessory equipment, structures or other improvements (hereinafter "Fixtures") permanently attached to Resident's manufactured home or embedded in the ground at Resident's home site. Homeowner is responsible for the fence on the Northside of their home site, unless resident has no neighbor on Southside, in which case resident is responsible for both, whether installed by Resident or pre-existing as of the start of Resident's tenancy. Resident shall insure that such Fixtures are kept in a safe condition and comply with these Rules and Regulations, and Resident shall prevent the deterioration of any Fixture and shall be liable for any damage caused by Resident's lack of proper maintenance respecting such Fixtures.

A. Upon the sale of Resident's manufactured home, Community Management may require the repair or improvement of the exterior of the manufactured home and/or its accessory equipment and structures to comply with local ordinances or state statutes or regulations, or to comply with the then current Rules and Regulations that implements or enforces local or state ordinances, statutes or regulations relating to manufactured homes. Within ten (10) days of receipt of a written request, Community Management will provide a written summary of required repairs and/or improvements.

B. All landscaping and structures or other improvements permanently attached to or embedded in the ground shall become a part of the realty upon their installation and belong to Owner. Upon Resident vacating the home site, such improvements shall remain upon and be surrendered with the home site. Community Management may, however, at its sole option, permit or require Resident to remove, at Resident's own expense, said improvements. Resident shall repair any damage to the home site caused by the removal, including, but not limited to, the filling in and leveling of holes or depressions and shall leave the home site in a neat and uncluttered condition with the Community's original engineered grade intact.

C. In addition, Resident shall comply with the following requirements:

1. Provide the Community Management with the name and contact information for the mover of the manufactured home.

2. Require, and provide to Community Management, the mover to be licensed, bonded and have the required limits of insurance coverage. Insurance requirements as follows:

- (a) \$1,000,000.00 property and liability insurance;
- (b) Worker's Compensation Insurance;
- (c) Community must be added as an additionally insured party; and
- (d) Community must be provided with a certificate of insurance evidencing the insurance requirements above.
- (e) Provide the Community Management with at least three days advanced notice, in writing, of the date of removal of Home.

#### **24. INSURANCE.**

Owner does not carry public liability or property damage insurance to compensate Resident, Resident's Guests, or any other persons from any loss, damage, or injury except those resulting from actions where Owner would be legally liable for such loss, damage or injury. Resident is responsible for obtaining, at Resident's own cost, extended coverage for homeowners, fire and other casualty insurance on the manufactured home, other improvements and contents to the full insurable value and such other insurance as is necessary to protect Resident, Resident's invitees or others from loss or liability, and Resident hereby agrees to indemnify and hold harmless Owner from any liability therefor. Resident shall provide to Community Management, on three (3) days' written notice, proof of Resident's homeowner insurance policy (or policies) on Resident's manufactured home and home site. Prior to approval of any application for pets, subleasing (if permitted) and installation of improvements to Resident's home site, manufactured home, or its accessory equipment and structures, Resident will be required to provide to Community Management written proof of liability and homeowner insurance and will be required to make Community Owner, Birtcher Anderson Realty Management, Inc. and Community as additional insured under such policy.

#### **25. OCCUPANCY QUESTIONNAIRE.**

Resident shall complete, sign and provide to Community Management, on three (3) days written notice, an "Occupancy Questionnaire." Such executed Occupancy Questionnaire shall contain the following:

- A. The names of all occupants of the home site;
- B. Nature of occupancy for each individual named pursuant to subparagraph above occupying the home site, i.e., EXTRA PERSON, RESIDENT, shared tenancy under California Civil Code § 798.34(b), family member;
- C. The legal owner and registered owner of the manufactured home;
- D. Names and addresses of all lienholders of the manufactured home;
- E. A copy of the registration card or certificate of title issued by the

Department of Housing and Community Development or other government agency for the manufactured home occupying the home site.

F. Proof of Resident's insurance policy (or policies) on Resident's manufactured home that Owner, Birtcher Anderson Realty Management, Inc. and Community are additional insureds on such policy (or policies)..

G. Proof of age of Resident and all occupants of Resident's manufactured home

## **26. SOLICITATION.**

Throw-away newspapers, distribution of handbills and door-to-door selling or solicitation are not permitted without Community Management's consent. All salespeople must make individual appointments with the Resident concerned or interested.

## **27. COMMUNITY OFFICE AND COMPLAINTS.**

Except in an emergency, please do not telephone or contact Community Management after normal business hours. The Community's office phone is for business and emergency use only.

Except for emergencies, all complaints must be in writing and signed by the person making the complaint.

All community business is conducted during posted office hours.

Resident shall not request Community maintenance personnel to perform jobs for Resident, nor shall Resident give instructions to Community maintenance personnel. All Community repair or maintenance requests shall be submitted in writing to Community Management.

## **28. REVISIONS OF RULES AND SEVERABILITY.**

Community Management reserves the right to add to, delete, amend, and revise these Rules and Regulations from time to time, as well as additional rules and regulations and hours posted in and about the recreational facilities, as provided in Section 798.25 of the California Civil Code. If any provision of these Rules and Regulations or any document referred to in these Rules and Regulations shall, to any extent, be held invalid or unenforceable, the remainder of these Rules and Regulations shall not be affected thereby, and each provision of these Rules and Regulations or the other document shall be valid and be enforced to the fullest extent permitted by law.

## **29. APPROVAL OF PURCHASER AND SUBSEQUENT HOMEOWNERS.**

Prior approval of Community Management must be obtained if the prospective

purchaser of the manufactured home intends for the manufactured home to remain in the Community. Among other requirements, any purchaser must do the following before occupying the manufactured home: (a) complete an application for tenancy (which may include a fee for obtaining a financial report or credit rating); (b) be accepted by the Owner; (c) execute a new rental agreement or other agreements for the occupancy of the home site; and (d) Execute and deliver to the Owner a copy of the Community's then effective Rules and Regulations and other residency documents. A list of the other requirements for approval of purchasers of manufactured homes to remain in the Community, as allowed under the Mobile Home Residency Law, can be obtained from Community Management upon request. In addition, see the requirements under Paragraph 30 of these Rules and Regulations, which are incorporated herein by this reference.

**30. APPROVAL OF PURCHASER AND SUBSEQUENT HOMEOWNERS AFTER SIXTY DAY NOTICE TO TERMINATE POSSESSION MUST BE FOLLOWED IN ACCORDANCE WITH CIVIL CODE §§ 798.55 AND 798.74.**

**IF THE PURCHASER FAILS TO EXECUTE A RENTAL AGREEMENT, SUCH PURCHASER SHALL HAVE NO RIGHTS OF TENANCY.**

The rental agreement, Rules and Regulations and other residency documents signed by the prospective purchaser may be different in their terms and provisions than the Rules and Regulations and other residency documents now in effect;

In addition, the following Community Escrow Requirements must be met by the seller and buyer of **ANY** manufactured home to remain in the Community:

A. All transfers of manufactured homes to remain in the Community must go through an escrow with an escrow company pre-approved by the Community Management;

B. Any and all appropriate transfer documentation must be completed, submitted, approved and returned by the Department of Housing and Community Development and deposited into escrow;

C. All Community approvals for purchaser must be received and deposited into escrow, including without limitation, a fully executed Rental Agreement;

D. Title to the manufactured home must have transferred into the name of the purchaser/prospective Homeowner; and

E. Escrow must have closed on the manufactured home prior to the purchaser/prospective Homeowner moving into the manufactured home.

Notwithstanding anything contained herein to the contrary, Owner may, in order to upgrade the quality of the Community, require the removal of the

manufactured home from the home site upon its sale to a third party, in accordance with the provisions of the Mobile Home Residency Law and other applicable law. Any rights granted either party by the Mobile Home Residency Law and by other applicable law may be enforced by either party at that party's option.

Notwithstanding anything contained herein to the contrary, upon the sale or transfer of Resident's manufactured home, if the manufactured home is to remain in the Community, Resident shall make all repairs or improvements to Resident's manufactured home, to its appurtenances, or to accessory structures as may be required by Owner, pursuant to California Civil Code § 798.73.5, as amended. Resident shall submit to Owner a request for a written summary of repairs or improvements that Owner requires to the manufactured home, its appurtenances or an accessory structure that is not owned and installed by Owner, pursuant to Civil Code § 798.73.5(b).

**31. PARAGRAPH HEADINGS.**

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

READ AND ACCEPTED:

RESIDENT \_\_\_\_\_ Date: \_\_\_\_\_

RESIDENT \_\_\_\_\_ Date: \_\_\_\_\_

Home Site No. \_\_\_\_\_

**I**