

**RULES AND REGULATIONS**

of

**BAHIA VILLAGE MHP**

a Caritas Community

February 1, 2012

**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,  
handicap, familial status, or national origin**

**Bahia Village MHP  
13096 Blackbird St  
Garden Grove, CA 92843  
(714)537-3360**

## **1. INTRODUCTION.**

These Rules and Regulations have been developed as a basis for good relations within Bahia Village. Because this is a mobilehome 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 Park 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 Park 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 mobilehome pursuant to the Mobilehome Residency Law or other California law. The Park Management will interpret and enforce these Rules and Regulations in a reasonable manner.

## **2. COMMUNITY STATUS.**

Bahia Village is an all-age community with no minimum age requirements for Residents.

## **3. ANNUAL VERIFICATION OF INCOME.**

The Park operates as a community for low-income housing pursuant to Federal guidelines and California Health and Safety Code section 33418 and by the Covenants with the City of Garden Grove. Under these guidelines, a copy of which is available for review in the Park's office during normal business hours, the Park is required to verify the income of the Park'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 Homesite pursuant to Civil Code §§ 798.34(b), (c), or (d), invitees, permittees or licensees or other persons in the Park or on the Homesite at the invitation, request or tolerance of Resident. "Guests" also include any Residents who are not homeowners.

B. "Homesite" 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 Homesite as they exist at the time the rental agreement is/was entered into. PLEASE NOTE: The boundaries of the Homesite end at the top of the roofline of the Resident's mobilehome. The rental of the Homesite does not include any right or easement for light or view. These rights are specifically reserved to Owner. Regarding maintenance of the Homesite, 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 Park (including the owner's partners, directors, representatives, officers, employees, and agents) and the management of the Park (herein referred to as the "Park Management").

D. "Park" means Bahia Village.

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

F. "Park Management's approval" or "approval of Park Management," "Park Management's consent" or "consent of Park Management" or other similar terms as used in these Rules and Regulations or in other documents referred to in these Rules and Regulations, means that the Park Management's prior written approval must have been obtained by Resident before Resident commences any such action requiring Park Management's approval. If Park Management's prior written approval is required, Resident shall submit a written request to Park Management which describes the action Resident proposes to take and requests Park Management to give prior written approval.

G. "Resident" is a homeowner or other person who lawfully occupies a mobilehome. A prospective homeowner, purchaser, or those persons listed on the last page of the rental agreement as "Homeowner" who have not been approved for tenancy by the Owner and have not closed escrow on the mobilehome occupying the Homesite shall not be deemed a "Resident."

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

A. Residents and Guests have the right to use the Homesite and Park Facilities only if they comply with these Rules and Regulations and the other provisions of the Park's residency documents.

B. Resident agrees to abide and conform with all applicable laws and ordinances, all terms and conditions of these Rules and Regulations, all rules, regulations, terms and provisions contained in any document referred to in Resident's rental agreement, and said rules, regulations, terms and provisions as may, from time to time, be amended, modified or otherwise changed by Owner.

C. Park Management will attempt to promptly, equally and impartially obtain the cooperation and compliance of all Residents with respect to the Rules and

Regulations and other conditions of residency. Resident recognizes, however, that Park Management's ability to obtain compliance is dependent upon a number of factors, including the cooperation of all Residents and their Guests. Resident agrees, therefore, that the enforcement of the Rules and Regulations and conditions of tenancy are a private matter between Park Management and each Resident individually. Resident agrees that he or she is not a third party beneficiary of any other agreement between Owner/Park Management and any other Resident in this Park.

D. Resident must recognize that Park 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 Park. Park Management will not be liable to Resident for monitoring each routine disturbance, disagreement or minor problem that may occur between neighbors. If 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.

E. 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.

## **6. PARK PERSONNEL.**

Owner shall be represented by Park 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 Park's Owner.

## **7. GUESTS.**

A. For any Guest who stays with Resident more than twelve hours per day for more than a total of twenty (20) consecutive days or a total of thirty (30) days in a calendar year (hereinafter "grace period"), Resident 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 Resident (as set forth in Civil Code § 798.35) or if the Guest is sharing Resident's mobilehome pursuant to Civil Code §§ 798.34(b), (c) or (d).

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 register with Park Management. However, no such person or registered Guest will have any rights of tenancy in the Park in the absence of Resident.

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

D. Park Management reserves the right to determine whether the Park's recreational and other facilities can accommodate all the Residents and their Guests; therefore, Park 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 Park Facilities.

E. A Guest is permitted to use the recreational facilities only while accompanied by a Resident.

F. If Resident will not be present, then no Guests may occupy or otherwise use Resident's mobilehome without Park Management's consent. If a Guest has received approval by the Park, such Guest may be permitted to occupy Resident's mobilehome and to use the Park's recreational facilities.

## **8. MOBILEHOME OCCUPANCY.**

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

B. At all times, at least one person who regularly occupies the mobilehome must be the registered owner of the mobilehome.

## **9. MOBILEHOME STANDARDS.**

A. Mobilehomes. To insure architectural compatibility, construction and installation standards, all incoming mobilehomes must be in good condition, must be approved by Park Management, and must have detachable hitches. Furthermore, Resident is responsible for determining that Resident's mobilehome (as well as all appliances and additional equipment used on or at the Homesite) is compatible with the electric service of the Park.

B. Mobilehome Sizes. All mobilehomes in the Park shall conform in size to the requirements of the Homesite on which they are placed as established by Park Management. Placement of mobilehomes shall be determined by Park Management.

C. Accessory Equipment and Structures. The installation of all appliances, accessory equipment and structures on incoming mobilehomes by Resident shall be completed within sixty (60) days of the date Resident signs the Park's rental agreement or first occupies the Homesite, whichever is earlier.

(1) Building permits, licenses and other similar permission from government or quasi-governmental bodies or agencies must be obtained, if so required, before any installation or construction of certain accessory equipment and structures.

All such equipment and structures must comply with all federal, state and local laws and ordinances, including, but not limited to, Title 25 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 Park Management's approval a written plot plan and project description, 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 mobilehome, placement of mobilehome on the Homesite, and proposed placement of accessory equipment in relation to lot lines and all other structures.

(3) Only accessory equipment and structures which are prefabricated or otherwise manufactured may be installed on Resident's Homesite. No "homemade" structure is permitted, but accessory equipment and structures which are constructed to contractor standards may be permitted with prior written approval of Park Management.

(4) Any accessory equipment or structure not in compliance with the Park'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 mobilehome or any existing accessory equipment, or if Resident adds any new improvements or accessory equipment, the standards for incoming mobilehomes and for accessory equipment and structures must be met. All such repair, replacement or installation shall be completed within sixty (60) days of approval.

(6) Resident is cautioned that there are mobilehomes and Homesites in the Park which contain accessory equipment and structures which no longer conform with present Park 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 mobilehomes or Homesites.

D. Standards for Incoming Mobilehomes 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 mobilehomes and for all new construction and installations (including repairs and replacements):

(1) Electrical Appliances. Due to the potential for overloading of the Park's electrical system, the installation of electric heat pumps and other major appliances must be approved by Park Management prior to installation. Park Management may require removal of any appliances (including, but not limited to, air conditioning units) that, in Park Management's reasonable discretion, adversely affect the utility systems of the Park. No water softener which discharges in the Park's sewer system is permitted.

DUE TO THE LIMITED CAPACITY OF THE PARK'S SEWER SYSTEM, RESIDENT MUST RECEIVE PRIOR APPROVAL BEFORE INSTALLING ANY WASHING MACHINE, GARBAGE DISPOSAL OR DISHWASHER. TO INSURE

ACCEPTABLE LOADS TO THE SEWER SYSTEM, RESIDENT'S APPLICATION FOR APPROVAL FOR THESE APPLIANCES MAY BE DENIED.

(2) Air Conditioners. Because the capacity of the Park's electrical system is extremely limited, no additional air conditioners may be installed at the Park. 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.

(3) Porches and Patios. Porches and patios are required and must be constructed under permit and meet the appropriate governmental building codes. Porches must be of an approved material matching the exterior material of the mobilehome. Porches shall be a minimum size as determined by Park Management. Unless made of masonry, surfaces of porches, patios and steps must be covered with outdoor carpet or other approved material. All steps must be of good manufactured quality and side faced to match the mobilehome's exterior. Steps must have approved handrails, as required by law. The 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 Park.

(4) Sunshades, Windscreens and Privacy Screens. Roll-up, aluminum wind screens or privacy enclosures are permitted on Resident's Homesite with prior written approval of Park Management; provided, however, temporary, roll-up type sun shades (such as plastic, canvas, cloth, bamboo or matchstick blinds) are not allowed. Shrubbery may also be used for windbreaks or for privacy.

(5) Siding. All mobilehomes must have exterior siding that is either painted or stained wood, Masonite, horizontal, house-type siding or stucco. All colors must be approved by Park Management.

(6) Carports Awnings. A minimum of nine feet by twenty feet (9'X20') carport is required with approved roof materials and facias.

(7) Porch Awnings. Awnings are required on all mobilehomes. Any patio must be covered by an awning which is at least as large as the patio. All textured materials and color must coordinate with the mobilehome. All awnings must be painted or be of anodized aluminum or steel and must be of an approved manufactured type. Nothing may be attached to upright supports of either a patio cover or carport. Resident may not install any "awning extenders" and "slanted awning stanchions" without Prior Community Approval.

(8) Skirting. Skirting is required on all mobilehomes and may be of Masonite, masonry or other approved material, which matches the siding of the mobilehome; no corrugated or slatted metal, plastic or fiberglass is permitted. Skirting must have a removable access panel not less than four square feet (4') in size (with no dimension less than eighteen inches (18")); such access panel must be kept closed. There must also be sufficient opening for cross-ventilation in the area beneath Resident's mobilehome, pursuant to Title 25 of the California Code of Regulations.

(9) Facias and Flashing. All mobilehomes shall have facias (unitizing) that blend with the roofing and siding materials and shall tie into the awnings in such a manner as to allow for a three foot set back between the mobilehome and the awnings. This fascia shall be installed completely around the perimeter of the mobilehome. Where the mobilehome is joined at the roof, the material that covers the marriage line or the ridge line shall be of the same material as the roof.

(10) Roofing. All roofing materials on carports and storage sheds, as well as replacement roofs on mobilehomes, must be non-glare aluminum, composition asphalt shingles or tile.

(11) Rain Gutters. All mobilehomes and awnings attached to the mobilehome must be fitted with rain gutters and down spouts which extend to the ground and drain water to the street.

(12) Earthquake Bracing. If Resident installs a mobilehome 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.

(13) 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'). Park Management must approve the type of storage building and where the storage building(s) will be placed.

(14) Fences. Resident must obtain prior written approval of Park Management before erecting any fence on Resident's Homesite. All fences must be painted or stained to match Resident's mobilehome. No fence may exceed six feet (6') in height (if located to the side or rear of the Homesite) or thirty-six inches (36") (if located between Resident's mobilehome and the street). Any fence must be placed inside Resident's lot line and not infringe on any adjacent Homesite or common area.

(15) Antennas and Satellite Dishes. Resident must abide by the following standards regarding the installation of any exterior satellite dish or antenna on Resident's Homesite:

(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 Park and must be located on the ground to the rear of Resident's mobilehome, unless such location interferes with the quality of reception.

(b) Any installed satellite dish must be properly maintained.

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



(d) Television antennas must be located to the rear of the mobilehome (away from the street) and may not extend more than twelve feet (12') above the highest point on Resident's mobilehome, 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.

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

(f) Cable television service is available through the local service provider.

(16) 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 mobilehome, are allowed.

(17) Spas. No spa pool may be installed on the Homesite without prior submission of a plan to and approval by Park Management. Manufacturer specifications must be followed, and a locking cover must be in place when the spa is not in use.

(18) Water Softeners. Any water softener which discharges in the Park's sewer system is prohibited.

E. Special Standards. In order to maintain the aesthetic beauty of the Park, Park Management retains the right to impose additional standards on those Residents who have corner Homesites or Homesites in unique locations.

F. Work Done by Contractors. Management must give written approval of all work to be done by contractors in the Community.

G. Underground Utility Location. 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. In addition, prior to beginning any digging on the Homesite, Resident must contact the Community Management in order to locate and mark out all utility lines in digging area. Resident is responsible for damage to any of the Community or utility company's utility lines caused by Resident or Resident's agents. All holes must be filled and leveled.

## **10. LANDSCAPING.**

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

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

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

(2) Any landscaping which has been installed by Resident without Park 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 Park Management.

(4) Resident is cautioned that there are Homesites within the Park which may have landscaping which no longer conforms with present Park 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) Only live plants may be used.

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

(3) Resident shall not, unless authorization is given by Park Management, remove any plants upon Resident vacating the Park.

(4) Park Management expressly prohibits the use of any manures or odorous chemical fertilizers.

(5) Waterfalls, statuary and other forms of decor will be permitted only with Park Management's approval.

(6) Some form of planted ground cover, acceptable to Park Management, is required.

(7) 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.

(8) 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 Homesite only with prior written approval of Park Management. Park 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.

(9) 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.

(10) Small vegetable or fruit gardens not to exceed one hundred square feet (100') are permissible in the rear of the Homesite providing it is out of view from the Park streets. Resident must contact Park Management to determine whether the vegetables or plants they intend to plant are permissible, as several varieties of plants that may infringe on a neighbor's property, or are unsightly, are expressly prohibited.

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

(12) The existing drainage pattern and grading of the Homesite may not be changed without Park Management's consent. Resident is responsible for insuring that water does not puddle or stand and drains away from Resident's mobilehome into the street, but not onto other Homesites 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 mobilehome or repairing and/or replacing any improvements.

(13) Marijuana, opium and similar illegal plants are expressly prohibited on the Homesite or in the 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.

(2) The removal of weeds and debris at all times.

(3) 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 mobilehome or awning. In no event shall Resident's landscaping be allowed to over-hang onto another Resident's Homesite or any common areas of the Park, to exceed the height of Resident's mobilehome, or to obscure the vision of persons driving in the Park.

(4) Resident shall be responsible for the maintenance of any tree located on Resident's Homesite, unless Resident has given written notice to Park Management (or unless Park Management has determined) that the tree poses a specific hazard or health and safety violation; upon such a determination, Park

Management shall only be responsible for the pruning, trimming and/or removal of such tree.

(5) Resident will not trim trees or shrubs on Park property other than on his or her Homesite without Park Management's written consent.

(6) 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 Homesite.

(7) 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 Park's streets or onto the yards of neighboring Residents.

## **11. GENERAL MAINTENANCE OF HOMESITE.**

A. Storage. Storage of anything beneath, behind or on the outside of the mobilehome 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 approved for use by Park Management may be used on the patio, porch, yard or other portions of the Homesite.

(2) No towels, rugs, wearing apparel or laundry of any description may be hung outside of the mobilehome at anytime.

B. Maintenance and Appearance of Homesite. Resident shall at all times maintain Resident's mobilehome and Homesite in a clean and sanitary condition, and shall cause all rubbish and other debris to be removed from Resident's mobilehome and Homesite on a regular basis. Resident is financially responsible to maintain, repair and replace (as necessary) Resident's mobilehome 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 mobilehome; all accessory equipment and structures; walkways; plantings; any banks or slopes located on Resident's Homesite; any utility connecting lines from the meter or utility pedestal to Resident's mobilehome.

(1) Exterior Painting. The exterior paint on Resident's mobilehome, 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 Park. Written approval must be obtained from Park Management prior to any painting. P. Any change in color requires advance re-approval fromof Park Management must be obtained for any desired color<sup>[kh1]</sup> to be used for the home and any accessory buildings<sup>[HK&CU2]</sup>.

(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 and Street Area. Individual driveway maintenance shall be Resident's responsibility, unless the driveway was installed by the Park. Resident is responsible for all landscape debris emanating from their Homesite.

(4) Damage. If any portion of the exterior of the mobilehome or its accessory equipment, structures, or appliances or the Homesite are damaged, the damage must be repaired or replaced within thirty (30) days. This includes, but is not limited to, damage to the siding, awning supports, down spouts, skirting, porch or storage shed. If Resident's mobilehome has not been repaired, reconstructed, or restored within a reasonable time after work has been commenced on it, then Resident shall remove the mobilehome from the Park 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 Park 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 Homesite.

(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 Homesite, 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 mobilehome and/or storage building).

(3) Resident shall not dispose of any hazardous substances under or about Resident's Homesite, other Homesites in the Park, the Park's common areas or any other area of the Park (including, but not limited to, the sewer system or other drainage areas, the street gutters, the driveway areas or the ground beneath Resident's mobilehome, accessory equipment, or elsewhere on the Homesite).

(4) In the event Resident stores or disposes of hazardous substances under or about Resident's Homesite or elsewhere in Park, 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 Park 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 Park against (and hold Park harmless from) any loss, liability, damage or expense, including, without limitation, reasonable attorneys' fees, which (either directly or indirectly) Park may incur or suffer by reason of the storage or

disposal by Resident of any hazardous substances on or under Resident's Homesite, other Homesites in the Park or any other areas of the Park.

D. Sewer System. No objects that resist water (including, but not limited to, facial tissue, disposable diapers, paper towels, tampons, cotton balls) may be flushed or otherwise deposited into the system. Grease, coffee grounds, facial tissue, disposable diapers, and sanitary napkins or other inappropriate items shall not be placed in the sewer system. Park Management shall not be responsible for damage done to any mobilehome 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.

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

F. Licenses and Fees. All mobilehomes within the Park must display a current license plate or decal issued by the appropriate agency of the State of California and if not on Local Property Tax rolls, the registration on the mobilehome needs to be current. Any fee, tax or registration charge for Resident's mobilehome by any county, state or federal agency must be paid by Resident. Resident shall provide to Park Management, on three (3) days' written notice, a copy of the registration card issued by the Department of Housing and Community Development for the mobilehome occupying the Resident's Homesite.

G. Exterior Lighting. Any lightbulb used on the exterior of Resident's mobilehome may only be a maximum of 60 watts and must be aimed only to portions of Resident's Homesite, but not to any other Resident's Homesite or mobilehome. Only UL approved Christmas lights and decorations shall be used on Resident's Homesite. Any decoration and/or lights used on the outside of Resident's mobilehome must be UL approved and are subject to Park 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. Mailboxes. Mail is delivered to a central mailbox facility in the Park. Resident's mailbox is assigned by Park Management and must be emptied by Resident on a timely basis.

I. Garbage and Trash Disposal. Garbage must be wrapped and, with other refuse, must be placed in plastic trash bags and kept inside the mobilehome or storage shed until deposited in the designated disposal bins. Sanitary and health laws must be obeyed at all times. Combustible, noxious, or hazardous materials should be removed from the Park and not placed in bins. Lids on the disposal bins are to be kept closed.

At no time may bins be so loaded with landscaping and pruning matter or other materials as to render the disposal of garbage impossible by other Residents. Materials must not be left outside of the bins. Bringing trash from outside the Park to dump in the Park's disposal bins is not permitted. Trash will be picked up periodically by the local refuse hauler.

## **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 sign in the window of the mobilehome, on the side of the mobilehome or in front of the mobilehome facing the street stating that the mobilehome is for sale or exchange. Such sign shall not exceed the dimensions permitted by the Mobilehome Residency Law; such sign shall state only the name, address and telephone number of the owner of the mobilehome or Resident's agent.

B. The Park bulletin boards may be used by Resident for no longer than seven (7) days to advertise the sale of a specific item or items.

C. "Patio sales" and "moving sales," are expressly prohibited. The Park sponsors two (2) "yard sale" dates annually. Residents will be given approximately two weeks prior notice of the sponsored "yard sale" date by way of the Park's newsletter. Residents will be allowed to conduct a "yard sale" only on the date set forth in the Park's newsletter. All "yard sales" must be concluded by 3:00 p.m. of the date set out in the Park's newsletter.

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

Park Management shall have a right of entry upon the Homesite for maintenance of utilities, for maintenance of the Homesite where the Resident fails to maintain the Homesite in accordance with the Rules and Regulations, and for the protection of the Park at any reasonable time, but Park Management may not do so in a manner or at a time which would interfere with the occupant's quiet enjoyment. Park Management may enter a mobilehome or enclosed accessory structure without the prior written consent of Resident in the case of an emergency or when Resident has abandoned the mobilehome or accessory structure.

## **14. RECREATIONAL FACILITIES.**

A. Recreational facilities are provided for the exclusive use of Residents and their accompanied Guests.

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

D. No gambling will be permitted at any time. However, bingo is allowed if organized by the Park Residents' Committee, written approval is given by Park Management, and if bingo games are conducted in compliance with applicable law.

E. 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 Park buildings. Footwear must be worn in all Park buildings.

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

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

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

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

J. Radios, CD players, boom boxes, televisions, and other such entertainment devices are not permitted in the pool area, the clubhouse (except during a scheduled private party) and recreational facilities of the Park, unless used with earphones.

K. Residents wishing to reserve the clubhouse or rooms in the clubhouse for private parties, meetings or other functions must apply by making arrangements with Park Management two (2) weeks in advance. Should the date not conflict with any other applications, social events or planned use of the facilities and upon approval by the Park Management, the request will be granted. During such a scheduled event or party, the reserved clubhouse facilities will not be available to other Residents and their Guests.

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 Park. Resident will, therefore, be required to provide Park Management with information relating to the function so that Park Management may evaluate the function.

## **15. SWIMMING POOL RULES.**

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

B. 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 mobilehome may use the swimming pool.



- C. All persons must shower before using the pool or spa pool.
- D. Swim fins, diving masks, rubber floats, and the like are not permitted to be used while others are using the pool.
- E. The swimming pool is available only from May 1 to October 31 of each year.
- F. Only manufactured swim wear in good condition may be used. No cutoffs or other similar "homemade" swim wear is permitted.
- G. Children under fourteen (14) years of age may not use the swimming pool or spa pool unless accompanied by an adult.
- H. Guests are not permitted to use the swimming pool unless accompanied by a Resident.
- I. All persons who are incontinent or who are not "potty trained" are not permitted in the pool.
- J. Smoking and alcoholic beverages are prohibited in the swimming pool
- K. For protection of deck furniture, please place towels over chairs when using suntan oil, creams, or lotions. No person may enter the swimming pool or spa pool with suntan oil or suntan products on her/his body.
- L. No one with a skin disease or open wound will be permitted in any of the pools.
- M. Shoes or sandals must be worn to and from the pool area.
- N. Park 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.
- O. No glass containers of any kind are permitted in the pool area.
- P. 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.**

A. Rest rooms and showers are provided for the exclusive use of Residents and their accompanied 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 mobilehome.

B. These facilities will be closed from time to time at Park Management's discretion for cleaning and repairs.

## **17. LAUNDRY FACILITIES.**

A. The laundry facilities are provided for the exclusive use of Residents of the Park.

B. Laundry hours are posted. These facilities will be closed from time to time at Park Management's discretion for cleaning and repairs.

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

D. Additional rules and regulations governing the use of the laundry and its facilities are posted and are incorporated herein by reference.

## **18. PARKING.**

A. Only "permitted vehicles," up to a total of two (2), may be parked on Resident's Homesite, and all of Resident's vehicles defined as "other vehicles" or in excess of two (2) in number must be parked outside of the Park. The parking of more than two (2) vehicles requires special written permission of Park Management. Any vehicle parked in Resident's driveway may not extend beyond the front of the Resident's mobilehome.

(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, boats, trailers (except the mobilehome occupied by Resident), "RVs," dune buggies, motor scooters, minibikes, mopeds and other two and three wheeled motorized or self-propelled transportation.

(2) A pickup truck or van may not, without Park 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 mobilehomes.

(3) Notwithstanding anything contained herein to the contrary, one (1) motorcycle may be parked on Resident's Homesite if used by Resident on a daily basis. The permission to park a motorcycle does not relieve Resident of the obligation to abide by all other rules and regulations relating to motorcycles.

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 Park, except for the purpose of loading and unloading and only during the hours from 7:00 a.m. to 9:00 p.m. Vehicles belonging to repairmen, delivery persons, health care personnel or Park employees may be parked for longer periods of time on the street immediately adjoining the

Homesite 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 Homesite may only be parked on the driveway, and not on the landscaped or other areas of the Homesite. Parking is not permitted on vacant Homesites.

D. Guests may only park in designated guest parking spaces or on the host Resident's Homesite. Because of the limited parking facilities, traffic congestion and noise, Park Management reserves the right to restrict the number of Guests bringing automobiles or other vehicles into the Park.

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 Park Management's approval.

F. Any vehicle parked in violation of these Rules and Regulations or in violation of signs posted throughout the Park may be towed from the Park at the expense of the vehicle's owner.

G. Sleeping in vehicles is prohibited.

H. No automobile may be "stored" on the Homesite. "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. No permanent parking of trailers, trucks larger than one (1) ton or boats is permitted in the driveways. Permanent parking shall include, but not be limited to, parking for a period exceeding 24-hours or parking on the Homesite or street more than five (5) times in any one month, except for short periods (1 hour) for loading and unloading.

J. 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, Park Management is providing a service, but is not under any obligation to provide such a service. Therefore, Park Management may impose an additional fee for the storage of any vehicle, boat or trailer.

## **19. MOTOR VEHICLES AND BICYCLES.**

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

A drip pan may be used if cleaned regularly.

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

C. Cars may not be washed in the driveway or carport area of Resident's Homesite. Washing of vehicles only permitted in Car Wash area.

D. For the safety of Park Residents and their Guests, no vehicle may be driven in an unsafe manner. All traffic signs must be obeyed.

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

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

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

H. Motorcycles, motor scooters, minibikes, mopeds or other two and three wheel motorized vehicles entering or leaving the Park must be driven by the most direct route between the Park's entrance and Resident's home and may not otherwise be driven on any other street in the Park. 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 not on sidewalks, grass, vacant Homesites or any other paved area. Bicycles 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 Park.

L. Vehicles are not permitted in the Park 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 Park, or vehicles which contain unsightly loads that are visible to other persons.

## **20. CONDUCT.**

A. 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 Park 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 Park.

C. Residents and their Guests shall not encroach or trespass on any other Resident's Homesite or upon any area which is not open for general use by Residents and their Guests. All Park 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 Park 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 be allowed to do anything which might be cause for complaint. Residents must acquaint all Guests and all occupants of the mobilehome with the Park's Rules and Regulations.

E. The use of baseballs, footballs, or other flying objects within the Park is prohibited. The Park's streets shall not be used for the playing of games and sports.

F. Except for barbecues approved for use by Park Management or fireplaces and other appliances installed in Resident's mobilehome, no fires are permitted.

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 Park 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 mobilehome 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 Park's recreational facilities and common areas.

I. The mobilehome and Homesite shall not be used for any business or commercial activity which may disturb the residential nature of the Park. Before Resident can commence any business activity at Resident's Homesite, written permission of Park Management must be obtained. Furthermore, Resident must comply with the following conditions:

- (1) All required business licenses and/or permits are obtained, and copies are provided to Park Management;
- (2) The Park's address shall not be used in any advertising;
- (3) No foot traffic or additional commercial vehicles will be permitted;

(4) No one other than an occupant of Resident's mobilehome shall be employed on the Homesite in the conduct of the home occupation;

(5) The home occupation shall be conducted entirely within the mobilehome and shall be incidental and secondary to the use of the mobilehome as a residence;

(6) No business activity shall be conducted in an accessory structure, and there shall be no storage of equipment or supplies in an accessory structure or exterior building;

(7) No vehicles, except those normally incidental to residential use, shall be kept on the Homesite; and

(8) The residential character of the exterior and interior of the mobilehome shall not be changed. Resident's mobilehome shall be for the personal and actual residence of Resident; if Resident no longer resides in the mobilehome, no home occupation will be allowed.

## **21. PETS.**

A. Special permission to keep a house pet in the Park must be obtained from Park Management. A house pet is defined as a pet that spends its primary existence within the mobilehome. Park 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 Park. No more than two (2) pets are allowed per mobilehome. In addition, Resident may keep a maximum of two (2) birds and/or one (1) aquarium.

(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 pounds (20 lbs.) in weight or sixteen inches (16") in height when measured at the shoulders in a standing position) 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.

(3) After moving into the Park, a pet may not be acquired without written permission from the Park Management. Park Management must approve all pets before application to rent is accepted.

(4) If a pet is lost or dies, written permission to acquire a new pet must be obtained from Park Management.

(5) If any of the rules regarding pets is violated, and such violation is noted by Park 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 Park 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 Park Management within seven (7) days of receipt of written request for such information.

(2) Pets must be on a leash when not inside the mobilehome.

(3) Any pet running loose in the Park 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 Homesite, flower beds, shrubs, etc. Pet owners are responsible at all times for their pets, including injury, destruction, and annoyances to other Residents, and the Park and Park 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 Park. This includes, but is not limited to, any type of confining barricade or structure.

(7) Guests are not permitted to bring any pet into the Park, other than guide dogs, signal dogs, and other 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 mobilehome and leaving them unattended is prohibited.

(10) Park Management encourages pets to be spayed or neutered. However, in the event of offspring, Park Management must be immediately notified and written permission of Park Management must be obtained for the offspring to stay in the Park for a temporary period not to exceed eight (8) weeks.

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

A. The nature of the zoning under which the Park operates is as follows:

City of Garden Grove, **R-3**

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

C. The duration of any agreement of the Park or any portion thereof in which the Park is a lessee is as follows: The Park is not subject to any underlying ground lease.

D. If a change occurs concerning the zoning permit under which the Park operates or an agreement in which the Park is a lessee, all Residents shall be given written notice within thirty (30) days of such change.

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

Resident shall not sublease, rent or assign Resident's mobilehome, the Homesite or any rights or interest that Resident may have under Resident's rental agreement, except as permitted by the Mobilehome Residency Law and other applicable law and upon the prior approval of Park Management. Park 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.

### **24. FIXTURES.**

Resident is exclusively responsible for the maintenance of all accessory equipment, structures or other improvements (hereinafter "Fixtures") permanently attached to Resident's mobilehome or embedded in the ground at Resident's Homesite whether installed by Resident or pre-existing as of the date of commencement 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 mobilehome, Park Management may require the repair or improvement of the exterior of the mobilehome 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 mobilehomes. Within ten (10) days of receipt of a written request, Park 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 Homesite, such improvements shall remain upon and be surrendered with the Homesite. Park 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 Homesite caused by the removal, including, but not limited to, the filling in and leveling



of holes or depressions and shall leave the Homesite in a neat and uncluttered condition with the Park's original engineered grade intact.

C. If Resident should remove Resident's mobilehome, Resident shall remove all landscaping and improvements, accessory equipment and structures except the driveway (if installed by Park), utilities and other improvements belonging to Park.

## **25. 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 mobilehome, 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 Park Management, on three (3) days' written notice, proof of Resident's homeowner insurance policy (or policies) on Resident's mobilehome and Homesite. Prior to approval of any application for pets, subleasing (if permitted) and installation of improvements to Resident's Homesite, mobilehome, or its accessory equipment and structures, Resident will be required to provide to Park Management written proof of liability and homeowner insurance and will be required to make Park Owner an additional insured under such policy.

## **26. OCCUPANCY QUESTIONNAIRE.**

Resident shall complete, sign and provide to Park 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 Homesite;
- B. Nature of occupancy for each individual occupying the Homesite, *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 mobilehome;
- D. Names and addresses of all lienholders of the mobilehome;
- 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 mobilehome occupying the Homesite.
- F. Proof of Resident's insurance policy (or policies) on Resident's mobilehome and that Park is an additional insured on such policy (or policies)..

## **27. SOLICITATION.**

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

## **28. PARK OFFICE AND COMPLAINTS.**

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

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

B. All community business is conducted during posted office hours.

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

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

A. Park Management reserves the right to add to, delete, amend, and revise these Rules and Regulations from time to time, as well as additional rules and regulations and hours posted in and about the recreational facilities, as provided in Section 798.25 of the California Civil Code.

B. 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.

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

Prior approval of Park Management must be obtained if the prospective purchaser of the mobilehome intends for the mobilehome to remain in the Park. Among other requirements, any purchaser must do the following before occupying the mobilehome: (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 Homesite; and (d) execute and deliver to the Owner a copy of the Park's then effective Rules and Regulations and other residency documents. A list of the other requirements for approval of purchasers of mobilehomes to remain in the Park, as allowed under the Mobilehome Residency Law, can be obtained from Park Management upon request. In addition, see the requirements under Paragraph 31 of these Rules and Regulations which are incorporated herein by this reference. Park may request a copy of the tax

clearance certificate and satisfaction of the same from the prospective purchaser or Resident.

**31. APPROVAL OF PURCHASER AND SUBSEQUENT HOMEOWNERS AFTER SERVICE OF SIXTY DAY NOTICE TO TERMINATE POSSESSION UNDER CIVIL CODE § 798.55.**

A. Upon the service of a sixty day notice to terminate possession (“Sixty Day Notice”) under Civil Code § 798.55, Homeowner may move or sell Homeowner’s mobilehome before the expiration of the Sixty Day Notice period.

B. After the expiration of such Sixty Day Notice period, and the mobilehome has neither been sold nor moved, the mobilehome may not remain on the Homesite and must be removed.

C. If Homeowner chooses to sell the mobilehome before the expiration of the Sixty Day Notice period and have the mobilehome remain in the Park, Homeowner must pay all past due rent and utilities upon the sale of the mobilehome as provided by Civil Code §§ 798.55(b)(1) and (2). In addition, on or before the expiration of the Sixty Day Notice period and before a purchaser may occupy the mobilehome, Homeowner is responsible for the completion of all of the following:

(1) Purchaser must complete an application for tenancy (which may include a fee for obtaining a financial report or credit rating);

(2) Purchaser must be accepted as a tenant by the Owner;

(3) Purchaser must execute a new rental agreement or other agreements for the occupancy of the Homesite;

(4) Purchaser must execute and deliver to the Owner a copy of the Park’s then effective Park and Regulations and other residency documents;

(5) **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;

(6) Any and all appropriate transfer documentation completed, submitted, approved and returned by the Department of Housing and Community Development and deposited into escrow;

(7) All Park approvals for purchaser must be received and deposited into escrow, including without limitation, a fully executed rental agreement;

(8) Title to the mobilehome must have transferred into the name of the purchaser; and

(9) Escrow must have closed on the mobilehome.

D. Notwithstanding anything contained herein to the contrary, Owner may, in order to upgrade the quality of the Park, require the removal of the mobilehome from the Homesite upon its sale to a third party, in accordance with the provisions of the Mobilehome Residency Law and other applicable law. Any rights granted either party by the Mobilehome Residency Law and by other applicable law may be enforced by either party at that party's option.

E. Notwithstanding anything contained herein to the contrary, upon the sale or transfer of Resident's mobilehome, if the mobilehome is to remain in the Park, Resident shall make all repairs or improvements to Resident's mobilehome, 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 mobilehome, its appurtenances or an accessory structure that is not owned and installed by Owner, pursuant to Civil Code § 798.73.5(b).

**32. 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: \_\_\_\_\_

RESIDENT

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

Homesite No. \_\_\_\_\_

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