

# **RULES AND REGULATIONS**

of

**Estrella De Oro / Vista Manor**

**Caritas Communities**

**Date: April 10, 2019**

**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, gender and gender identity  
handicap, familial status, or national origin**

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## **1. INTRODUCTION.**

These Rules and Regulations have been developed as a basis for good relations within Estrella De Oro MHP. 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 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 mobilehome pursuant to the Mobilehome Residency Law or other California law. The Community Management will interpret and enforce these Rules and Regulations in a reasonable manner.

## **2. COMMUNITY STATUS.**

Estrella De Oro and Vista Manor are all-age communities with no minimum age requirements for Residents.

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

The Community operates as a community for low-income housing pursuant to California Health and Safety Code section 33418 and by the Covenants with the City of Vista. 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.

## **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, companions, roommates, permittees or licensees or other persons in the Community or on the Homesite at the invitation, request or tolerance of Resident. "Guests" may 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 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 Estrella De Oro MHP or Vista Manor MHP.

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

F. "Community Management's approval" or "approval of Community Management," "Community Management's consent" or "consent of Community 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 Community Management's prior written approval must have been obtained by Resident before Resident commences any such action requiring Community Management's approval. If Community Management's prior written approval is required, 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 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 Community Facilities only if they comply with these Rules and Regulations and the other provisions of the Community'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. Community 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 Community 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 Community Management and each Resident individually. Resident agrees that he or she is not a third-party beneficiary of any other agreement between Owner/Community Management and any other Resident in this Community.

D. Resident must recognize that 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. Community 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. 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.**

A. For any Guest who stays with Resident more than ten (10) hours per day for more than a total of twenty (20) consecutive days or a total of thirty (30) days in a calendar year ("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 ensure that such person register with Community Management. However, no such person or registered Guest will have any rights of

tenancy in the Community in the absence of Resident. For any Guest who stays with Resident more than the 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).

C. 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.

D. 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.

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 Community Management's written consent. If a Guest has received approval by the Community, such Guest may be permitted to occupy Resident's mobilehome and to use the Community'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 ensure architectural compatibility, construction and installation standards, all incoming mobilehomes must be in good condition, must be approved by Community 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 Community.

B. Mobilehome Sizes. All mobilehomes in the Community shall conform in size to the requirements of the Homesite on which they are placed as established by



Community Management. Placement of mobilehomes shall be determined by Community 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 Community'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 Community 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 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 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 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 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 Community's electrical system, the installation of electric heat pumps and other major appliances must be approved by Community Management prior to installation. 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.

Due to the limited capacity of the community's sewer system, resident must receive prior approval before installing any washing machine, garbage disposal or dishwasher. To ensure acceptable loads to the sewer system, resident's application for approval for these appliances may be denied. Existing appliances being replaced due to age or are no longer serviceable (like for like) are excluded.

(2) Air Conditioners. Because the capacity of the Community's electrical system is extremely limited, no additional air conditioners may be installed at the Community. Window units (110 volt), free standing units, and 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, including without limitation California Code of Regulations, Title 25 §§ 1498 and 1504. Porches must be of an approved material matching the exterior material of the mobilehome. Porches shall be a minimum size as determined by Community 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 Community.

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

(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 Community Management.

(6) Carport Awnings. The carport awning on a home coming into the Community or an awning replacement must have Management approval.

(7) Porch Awnings. Porch 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 coming into the community must have awning attached to the mobilehome and 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 storage buildings, which shall not exceed a combined floor area of one hundred twenty square feet (120') **per Title 25 Section 1510**. Community 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 Community 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 (“Reception Device”) on Resident’s Homesite:

(a) In order to maintain an attractive Community, Residents are strongly urged to rely on only indoor broadcast devices like cable T.V., internet and/or fiber optics, as opposed to installing an outdoor reception device.

(b) 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 mobilehome, unless such location interferes with the quality of reception. Important: If installing the Reception Device on the ground will make it less visible than if installed on the Home, Residents are encouraged to do so. A Reception Device may NOT be installed on the ground without Community Management’s prior written permission, which may be withheld in its sole discretion, unless such location interferes with the quality of reception. The Reception Device must be located to the rear of Resident’s mobilehome, unless such location interferes with the quality of reception.

(c) Reception Device shall be installed and secured in a manner that complies with all applicable codes, state and local laws and regulations and manufacturer instructions. Every Reception Device must be installed and secured so that it does not jeopardize the safety of any neighboring property or any person located at or near the Reception Device. In addition, no Reception Device may be installed or placed in such a way as to obstruct a driver’s view of any street, driveway, sidewalk or intersection.

(d) Resident shall be solely responsible for the maintenance and repair, including any and all costs associated therewith, of any installed Reception Device at the Homesite and shall not allow any such Reception Device to fall into disrepair or to become a safety hazard.

(e) Every Reception Device must be painted an appropriate color to match the surrounding environment and so it is least visible.

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

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

(h) 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

(i) Other than for television, all other antennas (including, but not limited to, ham radio and CB antennas) are not permitted in the Community. Only operational television antennas are allowed. In other words, if you are no longer using the signal from the television antenna, then it must be removed from the Home and Homesite.

(j) Cable television service is available through the local service provider and/or Direct TV or Dish TV.

(k) In addition, a mast installed on the exterior roof of any Home or other structure shall not be installed nearer to a lot line than the total height of the mast and Reception Device structure above the roof of the Home or other structure. The justification for this regulation is to protect persons and property from injury if the mast and Reception Device fall. No Reception Device or its mast may be installed in such a way that it encroaches onto common areas or the space of another Resident.

(l) All Reception Devices must be removed by Resident when no longer in use or replaced with a new system.

(16) Flagpoles. 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 Community 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 Community's sewer system is prohibited.

E. Special Standards. In order to maintain the aesthetic beauty of the Community, Community 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. The Community requires all permitted work to be done by licensed, insured and bonded contractors. Proof of adequate liability and Worker's Compensation insurance is required before any work is done in the Community and the Homesite. No liens against the Community will be allowed, and Resident agrees to immediately take any and all action to remove the same, and protect the Community at Resident's sole cost. In addition, Residents need to instruct any contractors they bring into the Community to place at least two safety cones, one next to both the front and rear bumpers, on street side of vehicle when parked in front of Homesite.

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.

H. The Community is not responsible to inspect and approve any work done by Resident or by Resident's contractors or agents, including, but not limited to, the installation of Resident's mobilehome, driveway, walkways fences or any other equipment or improvements of any type. To the extent that Community may inspect or approve something, it is for Community's own purpose only and Resident is not entitled to rely on that inspection or approval to ensure that the items have been installed or constructed correctly or that the work has otherwise been done as required. Instead, Resident is responsible for all required inspections, permits and approvals. Resident is solely responsible for any work which is improperly done and which causes any damage to Community or other residents in the Community.

## **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 Community's rental agreement or first occupies the Homesite, whichever is earlier. Extensions may be requested for manager consideration.

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 major 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 Homesites 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) Only live plants may be used with written management approval.

(2) Evergreen grasses, ground covers, flowers and small shrubs are generally acceptable, and Resident is encouraged to install and maintain same. Succulent plants are recommended. Artificial green turf may be acceptable with prior approval by the Community manager

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

(4) Community 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 Community Management's approval.

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

(7) Redwood bark, wood chips or decorative rock (no larger than 3/4"), with an underlining of barrier for weed control, may be used by the Resident. All decorative rock must be clean as needed. Additional bark, chips and/or rock must be added as necessary, to ensure 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 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.

(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 Community streets. Resident must contact Community 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 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.

(12) The existing drainage pattern and grading of the Homesite 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 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) Prohibition on Growing Marijuana Plants.** Due to health and safety concerns, as well as concerns regarding violations of federal law, marijuana, opium, and similar illegal plants are expressly prohibited from being kept or planted: (a) in the mobilehome or recreational vehicle; (b) anywhere around, in or on the Homesite; and (c) anywhere on or at the common areas or facilities of the Community. With respect to safety issues, the Management is concerned as to avoiding the violent crimes associated with the presence of these substances within the Community, and the dangers such crimes pose to Residents and their guests or invitees

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 Community, to exceed the height of Resident's mobilehome, or to obscure the vision of persons driving in the Community.

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

(5) Resident will not trim trees or shrubs on Community property other than on his or her Homesite without Community 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 Community's streets or onto the yards of neighboring Residents.

E. CONSERVATION AND DROUGHT ISSUES.

(1) Responsibility for Fines. The Resident acknowledges and agrees that Resident shall be responsible to pay any and all fees or fines, however denominated (collectively, "Fines") incurred by the Management based on or as a result of the Resident's (or their guests or invitees) non-compliance with any Water Laws then in effect. In the event that the Management is assessed Fines based on or as a result of the usage of water by Residents (or their guests or invitees) in violation of any such Water Laws, Resident further acknowledges and agrees to promptly reimburse the Management for any such Fines paid by the Management to any government agency or officials with interest at the rate of eight percent (8%) per annum, from the date paid by the Management until reimbursement is made in full by the Resident. Management shall deliver a Notice of Seeking Reimbursement under California Civil Code §798.32, to the extent not already addressed in the Resident's Rental Agreement or Lease.

(2) Posting Notice Regarding Amendments to Water Laws. In event that the local, city or county authorities in the jurisdiction where the Community is located impose more restrictive water usage provisions whether as days or times that watering, doing laundry or other actions or activities which entail water usage may occur or be performed, or otherwise, then the Resident understands and agrees that the Management shall post notice of same at the Management office as well as in any common areas and facilities such as the clubhouse or pool, as the case may be, and Resident agrees to comply with all such postings as to additional or more specific restrictions that may be imposed from time-to-time under the Water Laws.

(3) Municipal Water District Prohibitions/Restrictions. 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. If any local municipal or regional water district for the City of Vista cites the Resident, the fine must be reimbursed to the Management as noted above. A copy of the applicable local water district policy is available upon request for review in the Community Management office. No gutter flooding is allowed, and irrigation must be kept on the landscape. No irrigation is allowed for 48 hours following measurable rainfall.

**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, as required by **California Code of Regulations, Title 25 § 1120**. In addition:

(1) Only outdoor patio furniture and barbecues approved for use by Community Management may be used on the patio, porch, or yard.

(2) No appliances (e.g., washers, dryers, refrigerators, etc.) may be placed outside the Home.

(3) Towels, rugs, wearing apparel or laundry of any description may be hung only in the back of the homesite and not visible from the street.

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 Community. Written approval must be obtained from Community Management prior to any painting. Any change in color requires advance approval of Community Management. Resident assumes full responsibility for any damage done to neighboring property or common area.

(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 Community. 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 of the incident. 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 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 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 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 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 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 Homesite, other Homesites in the Community or any other areas of the Community.

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. Community 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 of their unit.

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 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 Community 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 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 mobilehome occupying the Resident's Homesite.

G. Exterior Lighting. Any light bulb used on the exterior of Resident's mobilehome may only be a maximum of 60 watts (15 watts if LED) 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 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. Mailboxes. A mailbox is located on Resident's Homesite, and the Space number must be displayed on each side with minimum 3" size letter/number. It is the Resident's responsibility to maintain the mailbox in good condition, including, but not limited to, periodic cleaning and repainting as necessary.

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 Community 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 Community to dump in the Community's disposal bins is not permitted. Trash will be picked up periodically by the local refuse hauler and the emptied container should be returned to the storage area within 24 hours of being emptied.

## **12. ADVERTISEMENTS.**

A. All exterior advertising flags, including, but not limited to, 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. Signs or banners are not allowed to be posted within the Community, on the exterior walls of the Community, or on individual units, fences, driveways or sidewalks other than as allowed in the then-current provisions of the Mobilehome Residency Law. Political campaign signs may not exceed two (2) signs, measuring not more than six square feet and may not be displayed in excess of a period of time from (90) ninety days prior to an election to fifteen (15) days following the election.

C. Signs posted in front of a Home may be of an H-frame or an A-frame with the sign face perpendicular to, but not extending into the street. Any change in the Mobilehome Residency Law or other law affecting these restrictions shall automatically become applicable and become a part of these Rules and Regulations. Under Community Rules, a Homeowner may have a "for sale" sign on the Space for no more than a maximum of (6) six months in any (12) twelve month period. You may not have any "Open House" signs or other similar advertisements, unless approved in advance by Community Management.

D. 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.

E. "Patio sales" and "moving sales" are expressly prohibited. The Community sponsors up to four "yard sales" annually, as determined by management. Residents will be given approximately two weeks prior notice of the sponsored "yard sale" date by way of the Community's newsletter. Residents will be allowed to conduct a yard sale only on the date set forth in the Community's newsletter. All "yard sales" must be concluded by 3:00 p.m. of the date set out in the Community's newsletter.

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

Community Management shall have a right of entry upon the Homesite for maintenance of utilities, for reading of meters, 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 Community at any reasonable time, but Community Management may not do so in a manner or at a time which would interfere with the occupant's quiet enjoyment. Community Management may enter a mobilehome or enclosed accessory structure without the prior written consent of Resident in the case of an emergency when there is a life or death situation or imminent danger 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 or common areas of the community

D. Persons under the influence of alcohol or drugs will be cause for immediate expulsion of the offending party or parties.

E. 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.

F 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.

G No Resident may have more than four (4) Guests at anytime in the billiard room unless permission is granted by Community Management. There is a maximum of two (2) games if other Residents are waiting to play.

H Smoking (including e-cigarettes vapes and similar devices) is not permitted in the clubhouse and other enclosed areas of the Community's common facilities.

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

J Running, horseplay and loud noises are not allowed in the recreational areas.

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

L 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 Community, unless used with earphones.

M 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 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 Community Management, the request will be granted. During such a scheduled event or party, the clubhouse facilities will be open to other Residents and their Guests, but are not allowed to take part in the scheduled function unless invited.

N. "Jumpies" or "Jump Houses" must have prior written approval from manager. An insurance waiver will be required.

O. 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.

P. Persons under the influence of alcohol or drugs will be cause for immediate expulsion of the offending party or parties.

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

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

B. Children 14 and under must be accompanied by at least one supervising adult with a Community issued wristband when in the pool or pool area.

C. 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.

D. All persons must shower before using the pool.

E. Swim fins, diving masks, rubber floats, and the like are not permitted to be used while others are using the pool. Swim vests and arm "floaties" promoting health and safety are allowed.

F. The swimming pool hours and season will be posted in the clubhouse.

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

H. It is recommended that Guests under the age of fourteen (14) should not use the swimming pool unless accompanied by an adult. The maximum number of guests a resident is allowed to bring to the pool area is three (3)."

I. All persons who are incontinent or who are not "potty trained" are not permitted in the pool without using undergarments specifically designed for water use"

J. Smoking (including e-cigarettes and similar devices) and alcoholic beverages are prohibited in the swimming pool or pool area.

K. For protection of deck furniture, please place towels over chairs when using suntan oil, creams, or lotions. People may only enter the swimming pool with water resistant 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. 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.

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 Community Management's discretion for cleaning and repairs.

#### **17. LAUNDRY FACILITIES.**

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

B. Laundry hours are posted. These facilities will be closed from time to time at Community 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/animal 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," may be parked on Resident's Homesite, in the designated area and all of Resident's vehicles defined as "other vehicles" must be parked outside of the Community. Any vehicle parked in Resident's driveway may not extend beyond the driveway and encroach into the street or designated fire lane

(1) The Community has a Resident Parking Sticker Program. All residents are required to participate. Resident must be on the lease and show proof of current registration to receive Resident Parking Sticker.

(2) "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.

(3) A pickup truck or van 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 mobilehomes.

(4) Notwithstanding anything contained herein to the contrary, motorcycles 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 Community. Vehicles belonging to repairmen, delivery persons, health care personnel or Community employees may be parked for a short period 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 in front of the home inside the fire lane and not on the landscaped or other areas of the Homesite. Parking is not permitted on vacant Homesites.

D. Visitors may only park in designated visitor parking spaces or on the host Resident's Homesite. Because of the limited parking facilities, traffic congestion and noise, Community Management reserves the right to restrict the number of visitors bringing automobiles or other vehicles into the Community. Visitor parking passes issued and registered to homeowners and are required to be used by a visiting guest in order to park in the designated visitor parking spaces.

E. Resident may use the visitor parking only if the Resident is using the recreational facilities. A guest parking pass is required. Otherwise, Resident may not park in spaces designated for Visitors without Community Management's prior 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 vehicles is prohibited. Vehicles are not to be used as a living space at any time

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.

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

A. No vehicle leaking oil or any other 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 mobilehome Resident resides in) may be done on the Homesite 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 Resident's Homesite.

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.

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, minibikes, 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 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. Recreational skateboard riding and roller skating are permitted in the Community playground area only.

L. Vehicles are not permitted in the Community unless they are regularly maintained in normal operating condition. 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.

## **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 is 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 Homesite 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 be allowed to do anything which might be cause for complaint. Residents must acquaint all

Guests and all occupants of the mobilehome 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 commercial gas, electric, or coal barbecues approved for use by Community Management and other appliances installed in Resident's mobilehome, no burning of anything flammable (wood, paper, or any other material) is allowed in the community.

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 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 Community'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 Community. Before Resident can commence any business activity at Resident's Homesite, written permission of Community 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 Community Management;

(2) The Community'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.

J. Prohibition on Use of Drones. Due to privacy concerns and health and safety issues, the use of drones in the Community by Residents or their guests or invitees is strictly prohibited at all times.

K. Compliance with Water Conservation Policies. Resident agrees that their conduct at all times within their Homesite or anywhere in the Community shall comply in all respects with the water conservation objectives in place at the Community in order ensure compliance with all Water Laws, as the same may be amended from time-to-time, and understanding that the Management shall post any such amendments both in the Management offices, as well as in common areas within the Community, all as further described under the landscaping provisions set forth in these Rules.

## **21. PET/ANIMALS.**

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

(1) The types of pet/animals permitted are: a domesticated bird, cat, or dog. Only medium-sized cats or dogs (which, at maturity, do not exceed thirty pounds (30 lbs.) in weight and twenty-four inches (24") 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 pet/animals (including farm animals) are prohibited under any circumstances.

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

(4) If a pet/animal is lost or dies, written permission to acquire a new pet/animal must be obtained from Community Management in order to verify the pet/animal meets all the restrictions required by this section.

(5) If any of the rules regarding pet/animals 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/animal will receive an official notice in writing

stating that the right to keep a pet/animal within the Community is under investigation and that the right to keep the pet/animal may be terminated

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

(1) Each pet/animal 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) Pet/animals must be on a leash or securely confined AND under resident supervision when not inside the mobilehome

(3) Any pet/animal 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/animal.

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

(5) Pet/animals 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/animal to invade the privacy of anyone's Homesite, flower beds, shrubs, etc. Pet/animal owners are responsible at all times for their pet/animals, 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/animal.

(6) No exterior pet/animal housing is permitted in the Community. This includes, but is not limited to, any type of confining barricade or structure.

(7) Guests are not permitted to bring any pet/animal into the Community, 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 pet/animals outside the mobilehome and leaving them unattended is prohibited. Leaving the pet/animals outside the mobilehome unattended is prohibited. Pets must be confined to the interior of mobile home when resident is not home.

(10) Community Management encourages pet/animals 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 eight (8) weeks.

(11) Owners need to pick up and dispose of all pet/animal waste immediately.

(12) Guide dogs, signal dogs and other service dogs as defined by Civil Code § 54.1, must comply with the Pet/Animal Conduct Rules of these Rules and Regulations.

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

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

City of Vista, County of San Diego, CA MHP

B. 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 is as follows: The Community is not operating pursuant to a conditional use permit which has an expiration date.

C. 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.

D. 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.

## **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 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.

## **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 ensure 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, including removal of home due to age per section Civil Code 798.73.

A. Upon the sale of Resident's mobilehome, Community 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, 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 Homesite, such improvements shall remain upon and be surrendered with the Homesite. 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 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 Community'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 Community), utilities and other improvements belonging to Community. In addition, Resident shall comply with the following requirements:

(1) Provide the Community with the name and contact information for the mover of the mobilehome.

(2) Require, and provide to Park, 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.

(3) Provide the Community with at least three (3) days' advanced notice, in writing, of the date of removal of Home.

## **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 Community 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 pet/animals, 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 Community Management written proof of liability and homeowner insurance.

## **26. 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 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 Community 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 Community Management's consent. All salespeople must make individual appointments with the Resident concerned or interested.

## **28. 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.

- 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 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.

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

A. 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.

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 Community Management must be obtained if the prospective purchaser of the mobilehome intends for the mobilehome to remain in the Community. 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 Community'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 Community, as allowed under the Mobilehome Residency Law, can be obtained from Community Management upon request. In addition, see the requirements under Paragraph 31 of these Rules and Regulations which are incorporated herein by this reference. Community 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, Community Management must be notified.

C. If Homeowner chooses to sell the mobilehome before the expiration of the Sixty Day Notice period and have the mobilehome remain in the Community, 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 Community's then effective Community 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 Community 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 Community, 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 Community, 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.

**See next page for signature**

**RULES AND REGULATIONS READ AND ACCEPTED:**

RESIDENT

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

RESIDENT

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

RESIDENT

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

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