

**MOREHEAD PARK**  
An “All Age” Community  
24221 S. Chrisman Road  
Tracy, California 95304  
(209) 835-1455

## **RULES AND REGULATIONS**

### **INTRODUCTION:**

*Morehead Park has established the following rules and regulations for the protection of the Community, to promote compliance with the law, care for common areas and reasonable conduct and maintenance standards which apply to all homeowners, residents and guests. As used in these rules and regulations, the word:*

“Community” means Morehead Park.

“Homeowner” is defined as the registered owner of the manufactured home, the approved tenant who has executed a space rental agreement or lease offered by the management, and regularly resides in the manufactured home as principal place of residence.

“Resident” refers to other occupants regularly lawfully residing in the manufactured home with homeowner as part of the household and has signed a written rental agreement.

“Guest” includes persons who are in the community or the manufactured home at the request, invitation or acquiescence of the homeowner such as homeowner’s agents, employees, persons sharing the homesite pursuant to Civil Code §798.34(b).

“Guests” also includes any persons who are not homeowners or residents.

“Manager” is used to designate the owner’s appointed representative, vested with authority to enforce the rules and regulations on behalf of owner. The manager has no authority to enter into any verbal or written agreement, waiver or other understanding, or to make exception, or approve any arrangement inconsistent with the rules and regulations and rental agreement.

“Owner” includes, but 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.

“Homesite” means the real property rented to Homeowner by Owner as defined by the “lot lines” described herein. The singular of a word includes the plural and gender references (male, female) are interchangeable descriptions.

“MRL” means the California Mobilehome Residency Law, Civil Code §§798, et seq.

“MPA” means the California Mobilehome Parks Act, Health and Safety Code §§18250, et seq.

“Title 25” means the California Code of Regulations, Title 25, Division 1, Chapter 2.

“Adult” means someone age 18 or older.

“Child,” “children” or other similar words means a person under the age of 18.

“Vehicles” includes any and all moving gas or electric powered machinery including motorcycles, motor scooters

## 1. “ALL AGE” COMMUNITY:

A. THE COMMUNITY IS FOR INDIVIDUALS AND FAMILIES WITH NO MINIMUM AGE REQUIREMENTS FOR TENANCY. PERSONS OF ALL AGES MAY RESIDE IN ACCORDANCE WITH THE FAIR HOUSING AMENDMENTS ACT OF 1988 AND THE CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT. THERE IS NO AGE PREFERENCE EXPRESSED BY MANAGEMENT.

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

C. All prospective residents, including an additional occupant provided for under Civil Code § 798.34(b), must complete an application for residency and it must be approved by management before they may reside in this Community. Management may require any person who will reside in the manufactured home to execute appropriate documents to formalize their occupancy (i.e. rental agreement, additional occupant agreement, caregiver agreement, etc.) There are occupancy limits of two (2) persons per bedroom plus one additional person (“bedroom” means as designed and per original specifications of the manufactured home and which conforms to required laws and regulations, including a window and proper exit).

D. A homeowner may share his or her mobilehome with any person over eighteen (18) years of age if that person is providing live-in health care, live-in supportive care, or supervision to the homeowner. Management shall not charge a fee for the live-in caregiver but may require written confirmation from a licensed health care professional of the homeowner’s need for the care or supervision, if the need is not readily apparent or already known to management. Any live-in caretaker providing health or supportive care shall have no rights of tenancy, shall not change the terms and conditions of the rental agreement between management and the homeowner, and shall be obligated to comply with the rules and regulations of the Community. A violation of the rules and regulations by a live-in caretaker shall be deemed a violation of the rules and regulations by the homeowner. In addition, prior to the caregiver occupying Homeowner’s home, the caregiver must register with management, and Homeowner and the caregiver must execute a caregiver agreement with management.

E. Owner reserves the right to amend the rules and regulations at any future time for purposes of converting to a community for “older persons” as defined in the Housing for Older Persons Act of 1995 and its implementing regulations. Owner does not represent or promise that the Community will always be, remain, or operate for “all age.” Purchasing a manufactured home should not be made in reliance on any belief that the Owner will not change or abandon this regulation during the course of tenancy.

F. Any advertisement for the sale of the manufactured home should include a reference to the fact that the Community is available for rental and leasing to persons of any age. Advertising shall not discriminate on any grounds forbidden by law.

G. The foregoing rules and regulations express the exclusive and complete statement of the Owner's intentions respecting the rules and regulations with respect to any minimum age requirement, or lack thereof, to reside in the Community. There is no other written or verbal statement, representation, or inducement upon which you rely in residing in this Community, and you do not rely on any information except as conveyed by the foregoing provisions.

H. Any regulations which result in differential treatment based on age merely implement existing law or regulations or health and safety imperatives to avoid risk of injury, danger or harm which can be avoided by reasonable care of parents or adult custodians. Such rules and regulations as contained herein, and other policies of the management expressed in any writings, posted signs, memos, notices or otherwise, have been based on consultation with legal counsel for compliance; in the event that any such policy is ruled or challenged as being or having become unenforceable or void based on legal interpretations, rulings or complaints, management may on receiving notification of the existence of such a dispute, omit, delete or rescind operation thereof without further notice and without inference or implication of fault or wrongdoing. Management will not at any time unlawfully administer, enforce or express any preference with respect to existing or prospective tenants, residents, or guests based on any protected class status as defined under such laws.

## **2. NO COMMERCIAL ACTIVITIES & SIGNS:**

A. **No Commercial Activity:** The manufactured home and homesite shall be used only for private residential purposes and no business or commercial activity of any nature shall be conducted thereon. This prohibition applies to any commercial or business activity, including, but not limited to, the following:

1. Any activity requiring the issuance of a business license or permit by any governmental agency.
2. Any activity inconsistent with lawful and enforceable Community zoning and conditional use permits, or which would increase the risk of harm to the management or to any other person or property.
3. Any activity which increases insurance costs to owner or homeowner, affect the ability of either to obtain insurance.
4. Any activity which would increase noise, dust, vibration, odors or fumes, smoke, or any other condition offensive to the senses, traffic (vehicle or pedestrian), congestion, deliveries and delivery or mail trucks, require storage of anything outside the manufactured home, result in manufacturing of anything, require additional employees or other persons on the homesite, affect parking.
5. Except for the sale of homeowner's manufactured home, no "auction," "moving sale" will be permitted.
6. Violation of any law or regulation, rules and regulations or conditions of tenancy.
7. "In Home" businesses may be permitted providing prior written approval is obtained from management and required business licenses obtained. All proposed in-home business activity must be approved in writing and in advance by Owner and we may, in our sole discretion, refuse permission. Any such activities that in the judgment of the management become detrimental to the well-being of the Community or if complaints are received shall be suspended at the direction of management. No signs will be allowed to be displayed for such "in home" businesses. Homeowner shall comply with applicable regulations governing in-home businesses. The impact of a home occupation must be undetectable from normal and usual residential activity. No home occupation shall be established unless and until a permit has been issued. The types of home occupations allowed are as follows: general office uses, such as accountant, appraiser, architect, attorney, bookkeeper, broker or agent (real estate, insurance, etc.), consultant, drafting service, engineer, stenographer, word processing service and telephone answering service. No commercial vehicles at the premises permitted; no service or work outside permitted.

B. **Signs:** Unless as specifically allowed by these Rules and Regulations, or otherwise required by law, no signs are permitted on or around the homesite, or in the windows of the manufactured home.

1. Moving sales, Garage/Yard sales or auctions will not be permitted. Advertising or message signs are not allowed on vehicles or in yard. Posting "For Sale" signs for personal or other items is also not allowed.

2. Political signs may be placed in yard or window no more than 90 days prior to election and must be removed within 15 days after election. The size of the face of a political sign may not exceed six square feet.

3. Homeowner may advertise the sale of the manufactured homes by one (1) sign, not to exceed 24" x 36", placed in yard or window of home facing street, or "H," or "A," or "L" frame design sign or generally accepted yard arm type design sign in the yard on street side of the manufactured home. Signs may not extend into the street. No "Open House" signs, flags, balloons or banners are permitted without the prior written approval of Management.

### **3. STANDARDS OF CONDUCT:**

Actions by any person of any nature which may be dangerous or may create an unreasonable risk of harm to persons or damage to property are prohibited. Such conduct (acts or omissions) shall constitute grounds for the termination of tenancy as a substantial annoyance as per Civ. Code § 798.56. This includes, but is not limited to, any unusual, disturbing excessive noise, intoxication, quarreling, threatening, fighting, immoral or illegal conduct, profanity, assault, battery, stalking, credible threats to others, criminal activity, or abusive language or conduct. Homeowner and guests shall not encroach or trespass on any homeowner's homesite or upon any area which is not open for general use by Homeowners. All Community property which is not for the use of residents, shall not be used, tampered with, or interfered with in any way. Homeowners are cautioned to control the behavior of their guests and co-residents. Homeowner is responsible for the conduct of all guests and co-residents at the homesite.

A. **Substantially Annoying Behavior:** The Mobilehome Residency Law provides that management may terminate a homeowner's tenancy due to conduct upon the Community premises by the homeowner or residents which constitutes a substantial annoyance to the other Community residents. The term "substantial annoyance" includes, but is not limited to, the following:

1. Frequent arguments at your homesite (neighbor to neighbor disputes, domestic disputes, domestic violence, etc.) which are audible to a next-door neighbor inside their home or in the Community streets;
2. Any terrorist threats or racial/ethnic insults made to others, including management staff or neighbors;
3. Brandishing of any deadly weapon and/or discharge of any explosive device including fireworks, or discharge of any gun including compressed air guns and "B-B" guns within the community, whether intentional or accidental;
4. Multiple responses (i.e. 3 times in any 12 months) to the Community by the police for reported criminal and/or nuisance activity or disturbances of the peace at your homesite;
5. Frequent late night and early morning social or business gatherings at your homesite;
6. Frequent vehicular traffic to and from your homesite for short visits;
7. Frequent bicycle or foot traffic to and from your homesite for short visits;
8. Frequent loud music at the homesite night or day which is audible to a next-door neighbor inside their home or in the Community streets at an unreasonably loud level;
9. Operation of electronic transmission devices (e.g. "Ham" or "CB" radios) which interfere with radios, TVs or computers;
10. Frequent open consumption of intoxicants and/or drunken disorderly behavior whether at your homesite or in common areas;
11. Unsafe driving within the Community including driving at an unsafe speed, failure to stop or yield, endangerment to pedestrians, children and pets;
12. Loud motor vehicle noises including modified muffler systems, car stereos and motorcycles going to and from your homesite;
13. Frequent improper street parking;
14. Continuing failure to maintain the manufactured home and homesite – including landscaping – according to the Community rules and regulations and general Community standards. This includes, but is not

necessarily limited to improper open storage of personal property or debris, hazardous materials, inoperative vehicles, unregistered vehicles, unsightly vehicles and vehicle repair at the homesite;

15. Frequent or continuing accumulations of litter, rubbish or debris at the homesite;

16. Causing any open fire, whether intentional or accidental.

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

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

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

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

21. Any complaints of odors or second-hand smoke of any kind, tobacco, marijuana, or otherwise, emanating from within a manufactured home due to a controlled or illegal substance as such odors may impair the senses of others in close and inescapable proximity to the space resulting in dangers and risks posed to health and safety including exacerbation of medical frailties, equilibrium, unsafe operation of a motor vehicle or other machines and appliances.

22. No planting of marijuana in a planter or in the ground outside of the home is allowed.

**B. No Guarantee:** Management will reasonably seek compliance with these Rules and Regulations, however there may be minor or ordinary occurrences which are tolerated in a typical neighborhood and constitute modern day life. There will also be instances where management may be unsuccessful in such effort. In some instances, it may be impossible or impractical to enforce these rules because, for example, our legal advisors conclude that judicial willingness to enforce certain rules may not be reasonably certain, the severity of the violation warrants no enforcement activity, and due to other practical and legal reasons. Because of these and other similar considerations, and in assuming ordinary and specific risks in entering into this residential environment, owner will not be liable for typical and routine disturbances commonly foreseeable, nor liable for inconsistent or lack of enforcement of these Rules and Regulations based on practical realities as specified. Homeowner agrees that he is not a third-party beneficiary of any agreement between Owner and any other resident in this Community.

**C. No Fires:** Except for barbecues or fireplaces and other appliances installed in the home, no fires are permitted. This includes a prohibition on outdoor fire-pits.

**D. Criminal Activity:** Residents shall not use a home site, home, or any area of the Community for any unlawful purpose.

1. Resident, any member of the Resident's household, all guests and/or other persons under the Resident's control, shall not engage in criminal activity, including but not limited to drug-related criminal activity, on or near the subject premises. Drug-related criminal activity means the illegal manufacture, sale or use of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

2. Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in an act intended to facilitate criminal activity, including but not limited to drug-related criminal activity, on or near the subject premises.

3. Resident or members of the household will not permit the dwelling unit to be used for, or to facilitate, criminal activity, including but not limited to drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.

4. Resident or members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near the subject premises or otherwise.

5. Resident, any member of the Resident's household, or a guest or other person under the Resident's control, shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near the subject premises.

6. ANY VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THESE RULES AND GOOD CAUSE FOR TERMINATION OF TENANCY. A SINGLE VIOLATION OF ANY OF THE PROVISIONS OF THIS RULE SHALL BE DEEMED A SERIOUS VIOLATION, A MATERIAL NON-COMPLIANCE WITH THESE RULES, AND A SUBSTANTIAL ANNOYANCE TO OTHER RESIDENTS. IT IS UNDERSTOOD AND AGREED THAT A SINGLE VIOLATION SHALL BE GOOD CAUSE FOR TERMINATION OF THE RESIDENT'S TENANCY. PROOF OF VIOLATION SHALL NOT REQUIRE AN ARREST BY LAW ENFORCEMENT AND/OR CRIMINAL CONVICTION.

E. **Guests:** All guests are bound by the same rules as homeowners. Homeowner must accompany guests at all times within Community premises excluding entry to and departure from the homesite. No guest may use any common area facility, service, amenity or be present in any common area without accompaniment of a homeowner at all times. Guests planning to stay longer than 20 consecutive days or 30 days in a calendar year must register at the Community office and fill out an information card, management may require such guest to be approved for occupancy and to execute a long-term guest agreement. Owner reserves the right to determine whether the common areas and other facilities can accommodate all the homeowners and their guests; therefore, management may refuse any guest access to said facilities if the guest's presence would unreasonably detract from the use and enjoyment of these facilities by other homeowners and guests who are then using the facilities. If Homeowner will not be present or reside at the homesite, no guests may occupy or otherwise use homeowner's manufactured home without management's prior written consent.

F. **Non-Resident Occupants:** Any person who resides in the manufactured home but is not a party to the rental agreement who remains in the Community after the homeowner has died, moved, or for any other reason does not physically reside in the Community on a regular basis, will be considered to be the equivalent of a prospective purchaser and will be subject to the requirements of new tenancy approval and must apply for and be approved for tenancy, whether or not said person has an ownership or financial interest or lien in or to the manufactured home, such as a "legal" or "registered" owner of record. The requirements of this agreement will also apply if homeowner only sells/transfers a portion of the interest in the manufactured home.

G. **Trespassing:** Homeowners and residents under no circumstances are to enter upon another's homesite without permission. Homeowners and residents are also not allowed to enter upon any vacant homesite because these empty homesites may have unseen hazards from time to time.

H. **Use of Streets:** No activity other than driving, walking, or riding a bicycle is allowed on Community streets.

I. **Quiet Hours:** Please be courteous to your neighbors. Quiet hours are from 8:00 p.m. to 8:00 a.m. every day. No construction, work or noises which cause complaint from your neighbors is permitted during quiet hours. Unreasonable noise is prohibited at all times.

J. **Compliance with All Laws:** The violation of any law, ordinance, regulation or governmental directives or orders of the city, county, state or federal government will not be tolerated.

#### 4. **PETS:**

A. **Prior Approval Required:** Prior written approval is required before a resident may bring a pet into the Community, and pet owners must sign the Pet Agreement as an addendum to their Rental Agreement before they may keep a pet in this Community. Only **indoor** pets are permitted. These are limited to fish, small caged birds, and two (2)-small cats or two (2) small dogs not to exceed 20 pounds each in weight and 16 inches in height at the shoulder when full grown. Certain aggressive breeds of dogs (pit bulls, rottweilers, chows, or Doberman pinchers etc., whether full bred or mixed), farm animals, or any exotic/dangerous pets will not be allowed. Management reserves the right to require homeowner to obtain a statement from a veterinarian that

provides the projected weight and height of any dog at its maturity in order to verify that the dog will not exceed the maximum size limitations set forth herein. Pets must have valid registration and be current on their vaccinations. No food may be left outside the home.

B. **Guest Pets Not Permitted**: Guests may not bring pets into the Community, this includes a prohibition on “pet sitting.”

C. **Pets in Common Areas**: Pets will not be allowed in any recreational area of the Community at any time.–Pets must be walked on a short leash and the person walking the pet must carry a “pooper-scooper” or something else to use to pick up any excrement from the pet. Pets, including cats, are not allowed to run loose in the Community. Pets are not permitted on another homeowner's homesite without that homeowner's permission.

D. **Cleaning Up After Pets**: Regardless of the area, any excrement left by a pet must be picked up on a daily basis and disposed of within the manufactured home or the trash collection facilities provided by owner. Dog, cat, or bird litter may not be disposed of in the Community’s sewer system.

E. **Pet Behavior**: Pets will not be allowed to cause any unreasonable disturbance or harm. If a pet causes any unreasonable disturbance, annoyance or harm (including, without limitation, excessive barking, growling, biting, or any other unreasonable noises or damage to property) permission to keep the pet may be revoked by owner. Management reserves the right to require the removal of a pet within seven (7) days of written notice of any Homeowner/Resident’s pet which exhibits dominant or aggressive behaviors, including but not limited to the following: 1) Unprovoked barking, growling or snarling at people approaching the animal, 2) Aggressively running along a fence line when people are present, 3) Attempting or actually biting or scratching people, and 4) Escaping confinement or restriction to chase people.

F. **Pet Housing**: No exterior pet housing is permitted in the Community. This includes, but is not limited to any type of fence, confining barricade, kennel, cage, pen or structure. Tying of pets outside the manufactured home or leaving pets unattended outside the manufactured home or anywhere in the Community's common areas is prohibited. No food may be left outside the home. Only sugar-water type humming bird feeders are permitted, birdseed is prohibited as it attracts rodents into the Community.

G. **Stray/Feral Animals**: Management should be notified in the event stray and/or feral animals are found in the Community. Feeding of stray and/or feral animals is prohibited.

## 5. **STRUCTURES AND HOMESITE MAINTENANCE:**

A. **Prior Approval Required**: No manufactured home, structure, accessory structure or equipment, fence, pavement or the like may be installed or modified without prior written approval of management. Structural standards and maintenance standards for such items are set forth in these Rules and Regulations. Under no circumstances may Homeowner add burglar bars to the manufactured home or homesite.

B. **Timeframe for Complete Installation**: The installation of all required appliances, accessory equipment and structures on incoming manufactured homes shall be completed within sixty (60) days of the date the home arrives on homesite, weather permitting. Any accessory equipment, appliance, or structure that does not conform to Community standards shall be removed by Homeowner within seven (7) days of written notice from management that the structure is non-conforming. Any additions or modifications, once begun, must also be completed within sixty (60) days.

C. **Homeowner Responsibility**: Homeowner is financially responsible for ensuring at all times that the manufactured home, Homesite, and improvements thereon comply with these Rules and Regulations, and all local, state and federal laws and regulations. The preceding includes, without limitation, such things as insuring

that all required setbacks and lot line requirements are met and there are no encroachments on other property; that all building code and other similar requirements are met; and that all building and other permits have been obtained.

1. If any landscaping on the Homesite, including as planted by a former homeowner, causes any damage whatsoever to the streets, curbs and gutters, driveways, homeowner is financially responsible for immediately removing the landscaping and paying the full cost of repairing or replacing the damaged property, except as otherwise required by law.

2. No acts or omissions shall be permitted which would place the management in violation of any such legal requirement or standard. We are not responsible to inspect and approve any work done by you or for you by others, including, but not limited to, the installation of your manufactured home, driveway, walkways, fences or any other equipment or improvements of any type.

3. To the extent that we may inspect or approve something, it is for our own purpose only and you are not entitled to rely on that inspection or approval to ensure that the item has been installed or constructed correctly or that the work has otherwise been done as required. Instead, you are responsible for all required inspections and approvals and you agree to indemnify and hold us harmless from any work which is improperly done.

**D. Maintenance of Home & Accessory Structures:** Homeowner must maintain in good condition and repair, the home, carport/garage, and all accessory equipment or appliances which are presently installed or may be installed. This obligation includes replacement of any items which are missing or damaged beyond repair within 30 days of loss or damage, and includes repainting of home and/or accessory equipment when reasonably in need or at discretion of management. Changes in original base or trim colors must be approved by management **prior** to painting.

**E. General Maintenance of Homesite:** Homeowner is responsible for keeping the homesite clean, neat, and in every part free of trash, weeds, and debris. The only items which may be stored outside of the manufactured home or a shed are furniture specifically designed for outdoor use, grills/barbeques, potted plants, and play structure equipment which is in good condition and repair. Items such as indoor use type furniture, appliances, ironing boards, brooms, mops, tools, gardening equipment or any item which is unsightly in appearance may not be placed outside the home or storage shed ~~or garage~~.

**F. Management Right of Entry:** Management and community employees shall have a right of entry upon the homesite for inspection for compliance with the rules and regulations, maintenance of utilities, for maintenance of the homesite where the homeowner fails to maintain the homesite in accordance with the Rules and Regulations, and for the protection of the Community at any reasonable time and as allowed by law. The Community management may enter a home without the prior written consent of the resident in the case of an emergency or when the resident has abandoned the home.

**G. Use of Licensed Contractors:** For any work valued over \$500.00, only licensed contractors having adequate liability and Worker's Compensation insurance are permitted to work in the Community and Owner may require them to provide proof of insurance in advance of beginning any work. All contractors, subcontractors and others you hire to do the work required by these specifications must meet and comply with the following requirements. If they do not, they will not be allowed to do the work and must promptly remove themselves and all of their equipment and materials from the Community. For convenience and ease of reference, only the word "contractors" is used in the following paragraphs to refer to all such contractors, subcontractors or others performing any work required by these specifications.

1. No work, including the delivery of materials or other things which would cause noise or other disturbances, may begin before ~~7:00~~ 8:00 a.m. All work, including the removal of equipment, materials and other things which might cause noise or other disturbances, must cease by 7:00 p.m. The foregoing applies to work done Monday through Saturday. Any work performed on Sunday may not begin before ~~8:00~~ 9:00 a.m. and must cease by 6:00 p.m.



2. Contractors are required to completely clean up the homesite and the streets in front of the homesite each day before stopping work.

3. All equipment, tools and vehicles belonging to contractors must be removed from the Community upon the completion of each day's work. All such items must also be maintained in good condition and repair so that they may be safely operated. Contractors must supply their own trash container service and portable sanitary toilet facilities. Contractor must also supply and use proper caution signs and safety devices around the construction.

4. All contractors must be experienced in the work to be done and approved in advance by management. Management may require any contractor who is to perform work in the Community to carry adequate liability and Worker's Compensation Insurance and provide proof of insurance in advance of beginning any work. Liability and Property Damage insurance in the minimum amount of \$1 million may be required of each contractor. If the contractor does not have such insurance, you or your manufactured home dealer may obtain it for them. Management's approval of a contractor is solely for the purpose of protecting Management and is not an endorsement or warranty to you that the contractor will perform as required. Instead, you are responsible for selecting contractors who will perform to these specifications and your other requirements. If the contractor fails to do so, we will have no responsibility to you.

5. Management may require the following to have your contractors approved: the contractor's name, address and phone number; the addresses of local jobs the contractor has done in the past involving the same type of work which is to be done for you in the Community, the contractor's license number, proof of the contractor's liability and property damage insurance in the minimum, amounts required, including the naming of Management and Owner, as additional insureds in the insurance policies and proof that the contractor has the required Worker's Compensation insurance.

6. Contractors are responsible for all damage or injury to any person or property belonging to Management or others.

H. **No Recording of Interest:** This Agreement shall not be recorded by Homeowner. Homeowner shall not allow any liens or other claims to be made against Owner's property and shall immediately do whatever is necessary to remove them and protect Owner's interests. Homeowner shall not record any homestead against the title to the park property, nor allow any mechanics lien, materialman lien or other lien to be filed against the park property. Homeowner shall not file any lis pendens against the park property. Homeowner shall not record this agreement or any memorandum of this agreement against the park property. Owner may require Homeowner to discharge same within 30 days by payment, deposit or bond. If Homeowner fails to do so, then, in addition to any other rights or remedies Owner may have, Owner may, but is not obligated to, procure the discharge of the lien, claim or demand by either paying the amount claimed to be due by deposit in court or bonding. Any amount Owner pays or deposits plus all other costs and expenses incurred, including reasonable attorneys' fees and costs in defending any such action or procuring the discharge of the lien, claim or demand, shall be payable by Homeowner as additional rent on demand by written invoice.

I. **Permits Required:** Building permits, licenses and other similar permission from governmental or quasi-governmental bodies or agencies are required and must be obtained before construction, installation, and/or modification of certain accessory equipment and structures and appliances and all appliances, equipment and structures must comply with all federal, state and local laws and ordinances. A copy of the building permit and final inspection report must be provided to management.

J. **Hitches and Tongues:** New manufactured homes must be ordered with removable hitches and tongues. All other manufactured homes must have hitches and tongues covered in materials matching the manufactured home so that they are not visible from the street.

K. **Paving & Driveways:** Homeowner shall be responsible for the maintenance, repair, replacement, paving, and the expenses related to the maintenance of a homeowner installed driveway, including driveways installed by any previous homeowner. All concrete, asphalt and other surfaces shall be kept clean and

maintained free of oil and other sticky or oily substances. Owner shall comply with its obligations under the Mobilehome Residency law including but not limited to Civil Code §798.37.5 as it may be amended from time to time with respect to driveways. A homeowner shall be charged for the cost of any damage to a community owned driveway caused by an act of the homeowner or a breach of the homeowner's responsibility under these rules and regulations and such costs and damages may be added as further rent. As a result of underground utilities. Homeowners may not pour concrete anywhere on the homesite without prior written approval from Park Management and with the express understanding that in the event that concrete needs to be removed for underground repairs or modifications, the current homeowner will be responsible for the cost of demolition and any cost to restore the surface to its original condition.

L. **Appliances**: No appliances (including hot tubs and spas) are permitted outside of the mobilehome.

M. **Sheds**: One (1) storage shed which is no more than a maximum of 120 square feet combined may be constructed on the homesite. Placement shall be directed by management, but in no event may a shed be constructed within three (3) feet of the lot line. All exterior storage space will be inside of shed. Homeowner must obtain Management's prior written approval as to the size, color, materials, and location of the shed. No utility service may be supplied to the shed, and in no event may washers, dryers, or other appliances may be operated in the shed. Sheds may be used for storage space only, and may not be used as a habitable structure. Storage shed must be constructed of a non-flammable material. Wood sheds are prohibited due to fire danger.

N. **Heating & Air Conditioning Equipment**: Management must approve the location of all heat pump/air-conditioning units, window air conditioners, and evaporative coolers to ensure reasonable sound barrier levels to neighboring homes.

O. **Antenna & Satellite Dishes**: No ham or C.B. radio antennas may be installed outside the home. Satellite T.V. dishes may be approved providing they are no larger than 39" in diameter and placement and installation must be on the manufactured home, and must be approved in writing **prior** to installation. Per FCC codes presently in effect, outside T.V. antennas may be installed with prior written approval. Contact Management before installing, placement of any such antenna must be approved in writing by Management prior to installation.

P. **Utility Pedestals**: The utility pedestals must be accessible at all times. If one of the Community's utility shut-off valves or in-ground vault is located on Homeowner's homesite, it must be kept uncovered and accessible at all times. Homeowner 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. Homeowners must obtain management's written approval for modification to the pedestals, in addition to any required permits. The pedestal shall not be used, tested, examined, opened, adjusted, inspected, tampered with or interfered with in any way by homeowner for safety reasons and to avoid risk of harm or injury. No plating, storage, or any other object may be kept within three (3) feet of any utility pedestal.

Q. **Homeowner Responsible for Manufactured Home Utilities**: Homeowner is responsible for all accessories, equipment and utilities on the homeowner side of the homesite utility connections, outlets and fixtures into which the utilities for the manufactured home are attached and connected. Accordingly, for example, Homeowner is responsible for the provision and installation of water pressure regulator valves and other devices and equipment for the protection of plumbing fixtures and to avoid excessive water pressure from entering the plumbing of the manufactured home.

R. **Fences**: Fences may only be installed after Homeowner first obtains the prior written approval of management for the size, height, location, material, and color of the fence. Fences may only be constructed of wood-or vinyl material and must always be unlocked so as to allow Management access to read the utility meters. Management is not responsible for any damage or injury which may occur as a result of the fence/gate

being left open or not properly closing. Fence posts may not be driven into the grounds, nor may fence post holes be power dug. No fence may be constructed across the driveway/carport pavement.

S. **Mailboxes & Flagpoles**: The mailboxes located at the center of the Community are the property of the Community. Do not paint or alter. No permanent flagpoles are permitted. Only small flagpoles, which are four (4) feet in length or less and are designed to be mounted on the front of the home, are allowed. Flags must be maintained in good condition.

T. **Seasonal/Holiday Decorations**: Holiday/seasonal decorations, outside or visible from outside, may not be put up more than 30 days prior to and must be taken down not more than 15 days after celebrated holiday. No fireworks will be allowed within the Community boundary.

U. **Clotheslines**: Homeowners may utilize a clothesline or drying rack in the Homeowner's private area (defined as an outdoor area of the homesite that is enclosed by a wall or fence and has access from a door of the manufactured home) between the hours of 8:00 a.m. and 6:00 p.m., railings, awnings, fences, and/or any part of the manufactured home or its accessory structures may not be used as a clothesline/drying rack. Clotheslines and drying racks must be taken down and stored out of sight when not in use. Permanent clotheslines/drying racks that are affixed to the manufactured home, accessory structures, or fences are prohibited.

V. **Storage of Hazardous Materials**: No flammable, combustible, or explosive fluid, material, chemical, or substance (except those customarily used for normal household purposes which shall be properly stored within the home and/or storage building) may be stored on the homesite and then only in quantities reasonably necessary for normal household purposes. You may not keep in any place in your home, on your lot, in a storage shed or elsewhere in the Community any hazardous materials in excess of the quantities required for ordinary/typical single-family household use. You may not allow such substances to be disposed of anywhere in the Community, including, but not limited to trash cans, trash bins, surface areas, the sewage disposal system in the Community. Such substances must be physically removed from the Community and disposed of elsewhere in compliance with law.

W. **Grading & Drainage**: Existing drainage patterns and grading of the space may not be changed without prior written consent of management. Homeowner is responsible at all times to make sure the drainage is proper so that water will drain away for the home to the street and not onto other homesites or common areas. This includes present grade and all natural and artificial changes to the grade. Water must not be permitted to collect under the home.

X. **Garbage**: Garbage service is once a week, and Homeowners must provide their own trash can. Each homeowner is allowed one (1) covered can as at their homesite and all other trash or junk must be hauled to an appropriate disposal site outside of the Park. The Tracy City Dump is available for this purpose. All garbage and refuse must be stored in said trash can. Garbage should be placed in sealed plastic garbage bags inside the garbage bin. Your trash can must be kept in good condition and appearance. Do not paint or mark homesite numbers on containers. Trash containers must be kept in an area that is not readily seen from the street except when set out on the day to be picked up and must be placed back by that evening.

Y. **Sewer**: Material which will not dissolve in the sewer system, such as facial tissue, paper towels, sanitary napkins, or dryer sheets must not be flushed down the toilets. To prevent stoppage, grease and coffee grounds must not be placed in sewer system. Any cost or expense incurred by the management in remediating a sewer stoppage caused by homeowner or residents which can be identified as having occurred in the branch line located between the manufactured home sewer outlet and the main sewer line, not affecting other manufactured homes, shall be the responsibility of the homeowner or residents who caused the stoppage to occur.

## 6. LANDSCAPING

A. **General Landscaping Plan Requirements:** A landscape plan must be approved **before** installation. Because of the infinite variety of living and non-living objects which may be used in landscaping, it is impossible to describe all things which management will or will not accept as landscaping; however, the landscape plan must, at a minimum, provide that all exposed yard surfaces be covered in decorative rock, flower beds, or ground cover type plantings, grass or garden. Vegetable gardens will be restricted to areas not readily visible from the street. Some corner homesites may require additional landscaping. Initial and/or major changes to the original approved landscape plan must have **prior** written approval of management. Initial landscaping must be completed within sixty (60) days after homesite is occupied, weather permitting. Any landscaping not approved or installed without management approval shall be removed by Homeowner within seven (7) days of written notice from management that the landscaping is non-conforming.

B. **Trees:** Trees may not be planted without management's prior written consent. Dwarf, slow growing trees which do not exceed 15' in height when mature may be planted in pots or barrels and placed so that their foliage or root systems do not create problems for in ground utilities, driveways, streets, sidewalks, or adjoining neighbors. Management reserves the right to require the removal of any such tree in the event its roots enter the ground. All trees will be subject to maintenance by homeowner, except where otherwise required by law.

C. **Ornamental Items:** Ornamental items (i.e.: fountains, wishing wells, lawn plaques, etc.) incorporated into landscaping must be tasteful and approved by management before installation.

D. **Maintenance of Landscaping:** Homeowner is responsible for the control and maintenance of all vegetation on his/her homesite. Landscaping shall be kept mowed, trimmed, watered and well maintained at all times. If you live on the perimeter of community, you may not attach anything to or allow anything to grow on or through the fence surface. Homeowner must make arrangements for maintaining the home site when on vacation, absent, or unable for any reason to care for home site.

E. **Approval Required for Digging:** Homeowners must obtain prior written permission from management prior to digging or driving rods or stakes (including fence posts) into the ground as they might damage in ground utilities. Homeowners shall bear the cost of any repairs to any utilities or anything else damaged by Homeowner.

F. **Removal of Landscaping Upon Sale of Home:** When moving or vacating a homesite, Homeowner, at his/her own expense, may remove Homeowner plantings that are not embedded in the ground (i.e. potted plants, yard ornaments, etc.), provided any damages to the property caused by the removal is repaired and lot is left presentable. Any plantings or other improvements put into or attached to the ground by vacating the Homeowner become a part of the Community and may not be removed without management approval.

## 7. **VEHICLES & PARKING:**

A. **Condition of Vehicle:** Vehicles are not permitted in the Community if they are not regularly maintained in normal operating condition (proper mufflers and equipment) or are unsightly. All motorized vehicles operated within the Community must meet applicable state laws that regulate operation on public streets. Operators and vehicles must be properly and currently licensed. Vehicles leaking oil or other fluids must be removed from the Community.

B. **Speed Limit:** Prudent speed for Community streets should be a safe speed of 15 M.P.H or less. Unsafe or imprudent speed or use of a vehicle within the Community or failure to obey posted traffic signs will be considered a violation of these rules.

C. **Maintenance of Vehicle in Community:** Maintenance or repair work of any kind including washing vehicles, boats or trailers may not be done within the Community. This includes changing or adding vehicle fluids. Any damaging dripping or spill from any vehicle or other source caused by or resulting from the acts or omissions of homeowners must be immediately cleaned by homeowner. Drip pans may be used if kept clean.

D. **Motorcycles and Scooters:** Regularly, often used, motorcycles, motor-scooters or other licensed small motorized vehicles may be parked in the carport, but may not be driven in the Community except while in transit to and from access entry to Community. **Exception:** Electric vehicles may be driven to and from recreational facilities.

E. Trucks, **Campers, RVs, Commercial Vehicles:** Pickup campers/shells, boats on a trailer or not, utility trailers, other non-motorized gear or seldom used or inoperable motorized vehicles may not be stored in carport, driveway or any place else on the homesite unless the item can be enclosed in your storage shed. After first notifying management, recreational vehicles may be parked on Homeowner driveways or on street for the purposes of loading or unloading only, and may not remain parked in the driveway or street for more than one (1) night. Before any vehicle is permitted to park in the street overnight, Homeowner must first obtain the prior written approval from Management, and under no circumstances may the parked vehicle interfere with neighbors' access to their homesites and/or driveways. R.V. trailers may not be detached from tow vehicle. In case of emergency, vehicle must be able to be moved immediately. An R.V. storage is lot available for a fee; no person may access or use the R.V. storage lot unless he/she signs an R.V. storage agreement with management. No commercial or company trucks over 3/4 ton will be allowed in the Community except service vehicles of contractors or other persons performing work for the Homeowner during the time service is being performed. No parking in front of Fire Hydrants is allowed at any time. No sleeping in vehicles is permitted anywhere within the community at any time.

F. **Parking:** Single wide homeowners may park no more than two (2) vehicles in the carport driveway at any time and double wide homeowners up to three (3) vehicles. Under no circumstances may any vehicle extend into the street or beyond the end of the carport on the homesite. Vehicles parked on Homeowner's homesite may only be parked on the driveway and not on the landscaped or other areas of the homesite. No vehicle may be parked on the street (except as otherwise specifically allowed by these rules), and no vehicle may be parked so as not to impede emergency vehicles. Management reserves the right under the MRL to post "tow away" no parking signs and to tow away vehicles parked in violation of these Community standards at owner's expense. Due to the limited parking facilities, traffic congestion and noise, Owner reserves the right to restrict the number of guests bringing automobiles or other vehicles into the Community. Parking is not permitted on vacant homesites. Guest parking areas are for guests only.

## **8. VIOLATION OF RENTAL AGREEMENT:**

Homeowner shall not violate any terms or conditions of the rental agreement; the violation of the terms and conditions of the rental agreement for purposes other than payment of rents or other monetary charges (which may be remedied by three day demands for payment of rents and other charges), shall be deemed a violation of the rules and regulations. The rental agreement is incorporated into these Rules and Regulations by this reference.

## **9. NEIGHBORHOOD RELATIONS AND REQUIREMENTS:**

A. **Neighbor to Neighbor Disputes:** As a general rule, the Community can be expected to reflect the foreseeable characteristics of any residential neighborhood. The environment of the Community will be consistent with that of a normal single-family residential housing development with a similar population makeup. Consequently, owner is not obligated to provide a living environment which is free from noise or the other normal disturbances and activities which would be expected under similar circumstances. If a neighbor,

another resident or guest creates a disturbance, homeowner will affirmatively make a respectful contact and seek to resolve and remedy the disturbance. Management is not the cause of such disturbances and shall have no responsibility, duty or obligation to intercede in a “neighbor vs. neighbor” dispute, except as may be required by law. No amount of management effort can make for good neighbors.

B. **Injunctions**: If homeowner obtains injunctive relief against another homeowner (including any family members, homeowners and guests or other invitees) or the homeowners obtain injunctive relief against each other (a reciprocal or mutual order), it is agreed that management is not required to do so, or seek further remedies. If a neighbor obtains injunctive relief against another homeowner (including any family members, homeowners and guests or other invitees), it is agreed that management is not be required to champion a restrained or enjoined homeowner; however, Owner may seek to terminate the tenancy of one or both such homeowners, or seek other relief including without limitation injunctive relief, and this provision shall be without prejudice to such right of owner.

C. **Indemnification for Homeowner-Inflicted Injury or Damage**: Homeowner shall indemnify and defend the owners and all agents (management agents, entities and employees) (severally and collectively “owner”) in respect to any claimed damage or injury inflicted by the homeowner, including homeowner’s family members, homeowners and guests or other invitees.

## 10. **SUBLEASING**:

A. **Owner Occupied Homes/Subleasing Prohibited**: At all times, at least one registered owner of the manufactured home must occupy and reside in the manufactured home. Subleasing is prohibited; there is no power and no right to sublease, except where required by law. Any other subleasing will be void. For purposes of the rental agreement, rules and regulations, and other residency documents, “subleasing” includes the rental of the manufactured home and homesite, including “home sitting”, “housesitting”, “house-watching”, “caretaking”, short term rentals i.e. VRBO and Airbnb, subleasing with an option to purchase, and purchase contracts unless in such circumstances the purchaser is bona fide and has been approved in accordance with Civ. Code §798.74 and becomes the registered owner of the manufactured home. Subleasing also refers to contractors who occupy the homesite or manufactured home in the absence of the homeowner, for whatever the purpose.

B. **Medical Sublease Rent Limitation**: A homeowner who has been permitted a medical sublease pursuant to Civil Code § 798.23.5 may not charge a renter or sublessee more than an amount necessary to cover the cost of space rent, utilities, and scheduled loan payments on the manufactured home, if any. Therefore, the sublease agreement must be submitted prior to the sublease for inspection by the management. Failure to do so or overcharging a subtenant constitutes a violation of these rules and regulations.

C. **Homeowner Responsibility for Sub-Lessee**: A homeowner who has been permitted a medical sublease pursuant to Civil Code § 798.23.5 shall further agree, warrant and guarantee the dutiful performance of all terms and conditions of the sublease agreement by the sub-lessee and agrees to indemnify and defend management and all agents and employees against any claim or demand made by or against the sub-lessee for any injury or damage caused by sub-lessee or resulting to the sub-lessee, active negligence and willful misconduct excepted. Homeowner acknowledges that sub-lessees are not homeowners because there is no landlord/tenant relationship as between management and a sublessee. It is specifically agreed and understood that sublessee cannot become a homeowner by attempting or purporting to pay Community such monies, and that the receipt, retention, acceptance or possession of any monies from the sub-lessee shall only be on behalf of the homeowner. As between owner and sublessee there is no privity of estate or contract. Any endorsements tendered on the face of any conditional obligation of the homeowner to the contrary shall be deemed a breach of this agreement entitling management to immediately declare breach and termination hereof.

## **11. COMMON FACILITIES USE AND ENJOYMENT:**

A. **General Rule for Recreational Facilities:** The hours and rules and regulations for facilities are posted at each facility. The recreational facilities may be closed from time to time for cleaning and/or repairs. Homeowners, 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 residency documents. Additional rules and regulations governing the use of these facilities are posted in and about those areas and are incorporated into these rules and regulations by reference. The following recreational rules apply to all homeowners and guests and may be changed upon sixty (60) day notice as allowed by law.

1. No drinking of alcoholic beverages is allowed in or around the common areas or building. No glassware or glass containers may be taken into recreation areas or buildings.

2. Smoking is prohibited in the ~~recreational building(s)~~, office, laundry facilities, and any enclosed or covered area, and within twenty-five (25) feet of the entrance to any building, as per California law (no smoking in the management workplace).

3. Running or other conduct which may reasonably cause injury or property damage, screaming and other excessively loud noises which will unreasonably disturb others are not allowed in the common areas.

4. No food, glassware or breakable containers are allowed in the common area.

5. Radios, CD and tape players, TVs and similar devices are not permitted in the recreational area and unless kept at low volume or used with earphones so others are not unreasonably disturbed.

B. **Laundry Facilities:** Laundry hours are posted at the facility, and subject to closure from time to time, at management's discretion, for cleaning and repairs. Additional rules and regulations are posted in and about the area and are incorporated into these rules and regulations by reference. Homeowners using laundry facilities shall clean any equipment or facility, if soiled by usage, immediately after using the same. Homeowners must not leave laundry unattended in the laundry room. The owner is not responsible for any items that are lost or stolen from the laundry room. Tinting or dyeing is not allowed in the laundry room facilities.

C. **Indemnification:** Homeowner releases Owner and management and its agents and employees from any and all claims for damages, injuries and otherwise, resulting from the homeowner's use of common area facilities, amenities and improvements, and any injury caused by other homeowners or other residents or guests. Homeowner further agrees to hold Owner and management free and harmless from all liability and expense in connection with all injury and damage resulting to any of the homeowner, residents, their guests or invitees in the use of the common area facilities, amenities and improvements. Homeowner further expressly agrees that the foregoing release and waiver of liability and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

## **12. LOT LINES, LOT LINE MARKERS, EASEMENTS:**

Lot lines are for purposes of compliance with legal requirements for construction and operation, not to represent useable area of a homesite. The area leased by homeowner includes the footprint of the manufactured home and accessory structures and required set-backs from the manufactured home and accessory structures; the area expected to be used and enjoyed may not be represented by apparent physical boundaries or lot lines as they exist at the inception of tenancy. The lot lines may be changed, enlarged or reduced as legal requirements, compliance or other business necessities may require. In some instances, usage may be limited because a neighbor occupied an area of its lot first, hence precluding usage or occupation on the adjacent lot. Any encroachment for landscaping, egress or ingress, travel, parking, storage or other use is not enforceable or recognized by the owner. Lot lines do not represent a promise or representation of homeowner's allowable use and enjoyment, and all are subject to change and may be modified as allowed or as required by law. Lessee shall maintain the space, lot line markers, and the area defined by the lot line markers and may use, occupy and enjoy such as subject to further modification and alteration. Lessee shall promptly notify Owner if the lot line

markers are lost, moved or destroyed. The homesite is demised and let unto Lessee, SUBJECT TO ALL EASEMENTS AND ENCUMBRANCES of record and which exist in fact. Please review the Rental Agreement Disclosure statement. There may be rights of way, utilities or other encumbrances which may limit the maximum size of any replacement manufactured home, accessory structure or equipment.

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### **13. OFFICE/COMPLAINTS AND SUGGESTIONS:**

The Community Office telephone is for business and emergency use only. Except in an emergency, please do not telephone or contact management after normal business hours. Except in an emergency, all complaints and suggestions must be made in writing and signed by you on the forms provided at the Community Office. Owner shall be represented by a Community Manager who is vested with authority to enforce the Rules and Regulations on behalf of Owner. The Community Manager has no authority to enter into any verbal or written agreement, waiver or other understanding, or to make exception, or approve any arrangement inconsistent with the rules and regulations and rental agreement. The Community manager has no authority to represent or give opinions about home values, quality, utility, condition or merchantability: please consult your dealer or broker. Telephone numbers for the managers when not in the office are posted. The Community Manager may not give advance written consent where called for by the rental agreement or the rules and regulations. Community employees are prohibited from receiving any notices, mail, service of process, gratuities, deliveries or packages (in particular mail or parcel post) or other property from anyone for safekeeping, storage or any purpose on behalf of any resident or guest. The Community Manager shall do no work in or around a manufactured home except as needed to fulfill Community management duties. In the event that homeowner seeks to have such work done or services performed (beyond the scope of management duties), homeowner should seek independent contractors and management is released from all responsibility and liability therefor.

### **14. WAIVER OF DEFAULT:**

A. **No Waiver:** No waiver to enforce any provision of these rules and regulations after any default will be effective unless made in writing and signed by management, nor will it be considered a waiver of any rights to enforce each and every provision of these rules and regulations upon any further or other default. Acceptance of rent will also not be a waiver (nor estoppel or acquiescence) of any violations of these rules and regulations, including any rule, regulation or other term or provision contained in any document referred to herein, nor affect any demand, notice or suit, but is agreed to offset recovery. Acceptance of rent after service of a notice to cure violations of the rules and regulations or to terminate tenancy shall not waive, affect or prejudice the notice. Nor shall routine service of other notices, management communications, or other actions or omissions of the management waive, prejudice, or affect the right to terminate tenancy, process a purchaser application and approve a homeowner for tenancy, or otherwise affect the rights of management. Possession of rent by the resident manager shall not be acceptance until actually approved by the Community owner; accordingly, the receipt by or the tender of payment to the manager shall be conditional and for custody purposes only until approved and accepted by the Owner. Acceptance of rent shall not reinstate or create a tenancy. Conditional acceptance of rent pending approval of tenancy shall not be deemed to create a tenancy or waive any requirements applicable to tenancy, purchaser application or approval requirements or assignment or transfer requirements, but is deemed received on behalf of the selling homeowner.

B. **Application of New Rules:** Management may exercise any right under these rules and regulations as amended or modified or any other right of the management under applicable law, and do so at any time subsequent to the date such right became effective hereunder. Management may also exercise any right retroactively to the date the right initially became effective or enforceable and demand performance from such inception through to and including the date of the demand and thereafter.



## **15. CHANGES TO RULES AND REGULATIONS AND SEVERABILITY:**

A. **Provisions Subject to Change:** The terms, provisions, covenants and conditions of this agreement, the rules and regulations, and all other residency documents, memoranda, signs and postings which provide for, or relate to, usage and restrictions thereon for the homesite and common areas of this Community, are impermanent, transient, and evolving. Changes in conditions, management practice, custom, usage or business prudence may precipitate amendments, additions, deletions and other changes therein in a manner foreseeable or not foreseeable. Some changes may be material, substantial, and affect the very nature of the holding of the leasehold in the Community. Some changes may alter the nature of the tenancy, the common area appearance, usage or condition, or the Community as a whole. Homeowner is advised that tenancy in our Community is subject to such change in terms and conditions. The Mobilehome Residency Law provides that rules and regulations may be amended unilaterally pursuant to Civil Code § 798.25. Therefore, no term, covenant, condition, promise, or provision of this agreement or rules and regulations and all other residency documents, memoranda, signs and postings is essential to tenancy; none is the “heart” of the tenancy except payment of rents and the right to occupy the homesite; none is an inducement for tenancy; and, all are subject to change by owner.

B. **No Reliance by Homeowner:** Failure to comply with rules and regulations, now and in the future, will constitute good and sufficient cause for eviction of the homeowner. Thus, owner may add new terms and charges to this agreement, amend or delete age restrictions for residency and use of facilities, if any, amend subleasing restrictions; or, change any other term or provision. Owner shall not be restricted in any way from imposing such additions, deletions and modifications; the majority holdings in *Rancho Santa Paula Mobilehome Park, Ltd. v. Evans* (1994) 26 Cal.App.4th 1139, 32 Cal.Rptr.2d 464, shall have no application to tenancy because these rules and regulations preclude the expectations and understandings of all homeowners to any permanency in the provisions of the rules and regulations or lease or rental agreement.

C. **Severability:** If any rule or regulation or any document referred to in them is, in any way, invalid or unenforceable, the remainder of these Rules and Regulations or other documents shall not be affected and will be valid and enforceable to the fullest extent permitted by law. The same is true if the application of any part of these Rules and Regulations, or any document referred to in them, is in any way invalid or unenforceable to any person or circumstance.

## **16. SOLICITATION:**

Throw-away newspapers, distribution of handbills and door-to-door selling or solicitation are not permitted without our prior written consent. All salespeople must make individual appointments with the homeowner concerned or interested.

## **17. DISPUTE RESOLUTION:**

A. **Mediation:** Management and homeowner agree to mediate any dispute or claim arising between them which relates to tenancy or any transaction, before resorting to reference, arbitration or court action. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney's fees even if they would otherwise be available to that party in any action. This mediation provision does not apply to termination of tenancy or injunctive relief. This mediation provision applies whether or not the reference provision is initialed. This section shall be interpreted consistent with decisional law upholding mandatory mediation provisions of the purchase and sale, deposit receipt, or similar contracts for use in consumer transactions of the California Association of Realtors.

B. **Mediation Procedure:** All disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to a neutral mediator jointly selected within 50 miles of the Community. Cost to be advanced by the Community; however, in the event mediation is not successful, the Community shall be entitled to recover the cost of such mediation in the event it is declared the prevailing party in any binding arbitration and/or legal action which may follow. If agreement to a mediator is not reached in 10 days after notice of request to mediate is served, the mediator shall be the least expensive of mediators, identified by any party, affiliated with an alternate dispute resolution entity within 50 miles of the Community. Mediation shall consist of one or more face-to-face meetings of the parties and the mediator, at not less than 2.5 hours for the first meeting. Mediation shall occur within 45 days of first written request, unless such period of time is extended by written agreement of each party.

1. To begin mediation, either party may serve the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties shall then meet and confer as necessary to select a mediator.

2. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, and attorneys, and by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled from the request to mediate to the conclusion of the first face to face mediation conference. The parties will take such action, if any, required to effectuate such tolling.

3. Mediation shall not apply to actions for unlawful detainer, forcible detainer, eviction, injunctions, foreclosures, or matters within the jurisdiction of the small claims court.

C. **ARBITRATION OF DISPUTES:** To resolve disputes fairly, quickly and inexpensively between lessee and owner, all "qualified disputes" will be arbitrated before an impartial arbiter (per the FAA\*). The arbitration is private and arranged at the parties' convenience. The arbiter will be selected jointly by lessor and lessee from a list supplied from an alternate dispute resolution organization such as the AAA\*\* supplied from either party within 10 days after one side gives written notice of an arbitrable dispute. If more than one alternate dispute organization is proposed, the closest and least expensive shall apply; if two or more are equally so, then, the first contacted shall apply.

1. The arbiter shall have no less than thirty (30) years' experience as an attorney or shall be a retired judge. A "qualified dispute" is a dispute with respect to common area maintenance, repair, renovation, operation, utilities, business practices, compliance with laws or regulations such as Title 25, the Mobilehome Residency Law (Civil Code §§798, et seq.) or the Mobilehome Parks Act (Health and Safety Code §§18250, et seq.), or housing discrimination under federal or state laws, including the Americans with Disabilities Act. Also included as a "qualified dispute" is a claim, suit or demand which relates to personal or bodily injury and property damage, rent adjustments, rent levels or fees, and any terms or provisions of tenancy, where the amount claimed exceeds small claims court jurisdiction, with the exception of unlawful detainer, forcible detainer, foreclosure, or injunctive relief actions. "Qualified disputes" include violations of this agreement and rules and regulations regarding, legal compliance in park operation, and community conditions, repair, and maintenance. This agreement covers homeowner and all residents occupying the homesite.

2. The arbiter will decide all aspects of the dispute, including arbitrability and enforceability of this clause. AAA \*\* Commercial Rules will apply, and available at [www.adr.org](http://www.adr.org) (choose "rules and procedures," choose "rules," scroll down to "commercial arbitration rules and mediation procedures..."). A copy is also on file in the office. No joinder of claims with lessees from other homesites, no consolidation of claims or actions, class actions, representative actions or multiple party litigation is allowed. This agreement is governed by the FAA\*, not state law such as set forth in Code of Civil Procedure, §§1280, et seq. Decisions to be made based on competent and admissible evidence in a court of law, not in equity. Arbiter shall split advance costs between the parties equitably so as not to cost lessee more than comparable court litigation. Completion of hearing and award shall be within 120 days of selection of the arbiter. Costs to be awarded to the prevailing party; no attorney's fees are to be awarded to either side. The arbiter may order specific relief; injunctive relief, and

punitive damages per applicable law. Discovery is permitted as allowed by the arbiter for good cause and by arbiter's rules, under applicable federal rules. The award may be entered in any proper court and may be specifically enforced and supervised in the continuing jurisdiction of the court (by, e.g., Code of Civ. Proc. §664.6). If any portion of this arbitration clause is not enforceable, the remainder shall remain in force and effect and we declare this clause to be severable so long as the intent to arbitrate is preserved.

3. NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO BE FIRST DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHT TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

4. WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION.

Agreed: \_\_\_\_\_, 20\_\_\_\_  
**Homeowner**

**(OPTIONAL AGREEMENT: APPLIES ONLY IF HOMEOWNER AND OWNER AGREE)**

\* "FAA" refers to the "Federal Arbitration Act." \*\* "AAA" refers to the "American Arbitration Association."

**18. CIVIL CODE NOTICE:**

NOTICE: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an internet Website maintained by the Department of Justice [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP CODE in which he or she resides.

**19. REMOVAL AND SALE/TRANSFER OF MANUFACTURED HOMES:**

A. **Voluntary Removal of Home:** If homeowner removes homeowner's manufactured home, the space and the park's utilities and improvements must be left in good condition. Homeowner agrees to be personally and financially responsible for the removal of all debris from the tear-down and removal of the manufactured home, and to remove all personal effects from the space. Items left on the space, such as steps, driveways, walkways, or landscaping, will become the property of the park.

B. **Status of Manufactured Home Upon Departure of Homeowner:** Upon the departure of the last homeowner from the space (homeowner is the person who executed a rental agreement for tenancy), the requirements under this rule and regulation shall become applicable and remain in effect until the inception date of a succeeding tenancy approved by park management (as reflected by mutual execution of a new rental agreement for the space). "Departure" is defined as the vacation from the space by the last of the homeowners, whether based on change of residence or as a result of death. In such event, Civil Code §798.78 shall apply in the event of decease and the following requirements shall also be applicable:

1. The manufactured home will be stored (no physical occupancy as a residence, office or any purpose except as defined herein).

2. No prospective homeowner shall take possession of the manufactured home except after approval by the management of the new purchaser, in writing and after close of escrow, and after the new purchaser has executed a rental agreement.

3. Payment made pursuant to this rule and regulation is compensation for storage use, month to month, and shall under no circumstances be construed as rent or evidence of the intention, agreement, or acquiescence to the establishment or renewal of a manufactured home tenancy; no manufactured home tenancy is created by receipt of monies by management, nor shall such receipt affect any demand, suit or claim.

4. Entry on the space is permitted only for showing the home, maintenance of the homesite and landscaping as required by the rules and regulations, to accompany inspectors or contractors giving bids for work. No entry onto the space is otherwise permitted. No use of the common areas is permitted. In the event of any breach or default, management may pursue all rights under law, including public sale of the manufactured home by warehouseman lien foreclosure.

**[INTENTIONALLY LEFT BLANK]**

**20. EXECUTION:**

**HOMEOWNER(S) ACKNOWLEDGE(S) HAVING READ THESE RULES AND REGULATIONS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS HEREIN CONTAINED.**

**I / WE AGREE THAT WE HAVE READ, UNDERSTOOD AND VOLUNTARILY AGREED TO ALL OF THE PROVISIONS OF THIS AGREEMENT WHICH CONSIST OF THIS AGREEMENT AND THE OTHER DOCUMENTS REFERRED TO IN IT.**

HOMEOWNER

Dated: \_\_\_\_\_  
Signature Printed name

Dated: \_\_\_\_\_  
Signature Printed name

MANAGEMENT

Dated: \_\_\_\_\_  
Signature Printed name

**NOTE TO PROSPECTIVE HOMEOWNERS AND ESCROW: THIS AGREEMENT WILL NOT BE EFFECTIVE UNLESS THE PURCHASE OF THE MANUFACTURED HOME IS COMPLETED; OTHERWISE THIS AGREEMENT IS EXPRESSLY NULL AND VOID FOR ANY PURPOSE.**

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

Prospective Homeowner: \_\_\_\_\_

Prospective Homeowner: \_\_\_\_\_

Manager: \_\_\_\_\_

All other occupants of the homesite are as follows: \_\_\_\_\_