GROVE MOBILEHOME PARK 43555 HIGHWAY 41 OAKHURST, CA 93644

PARK RULES AND REGULATIONS

The following are the Rules and Regulations of Grove Mobilehome Park. These Rules and Regulations are implemented pursuant to California Civil Code Section 798.25 and are applicable to all Residents, upon proper notice, on the effective date noted above, whether or not they are signed. Management reserves the right to supplement and amend these Rules and Regulations as allowed by law. Although Management will take reasonable steps to enforce these Rules in a reasonable fashion from and after their effective date, the manner and method of enforcement lies solely within the discretion of Management, and there is no guarantee that these Rules will always be enforced to the exact satisfaction of any particular Resident. Since Management personnel and resources are limited, Residents should notify Management, in writing, of any Rule violation which Residents believe to require the attention of Management. These Rules and Regulations supersede any other rules and regulations dated prior to the date set forth above.

1. RENTAL AGREEMENT:

- **A.** These Rules and Regulations are an integral part of the Park's Rental Agreement and Lease Agreement. All Residents are required to sign a written Rental Agreement or Lease Agreement.
- **B.** Prospective residents must fill out a Resident Application form and sign a Rental Agreement or Lease Agreement before they can be accepted as a Resident of this community. A prospective Resident who has already purchased a mobilehome from a previous Resident is not a legal Resident of this community until and unless Management has accepted that person as a Resident and a Rental Agreement or Lease Agreement has been signed.

2. FAIR HOUSING COMMUNITY:

The Grove Mobilehome Park is open to qualified Residents without regard to age, race, color, national origin, marital status, religion, gender, political affiliation, source of income, sexual orientation, or disability. The Grove Mobilehome Park is a fifty-five (55) and older community wherein the primary person occupying the space must be fifty- five (55) years of age or older.

3. WORD USAGE:

- **A. HIS, HER:** Any reference to his or her is intended to include the other and is not limited to any particular gender.
- **B. PARK, COMMUNITY:** Any reference to Park or Community refers to Grove Mobilehome Park:
- **C. MANAGER:** Any reference to the Manager refers to the Resident Manager.
- **D. MANAGEMENT:** Any reference to Management refers to the owners and/or operators of the Park, including the Resident Manager.
- **E. RESIDENT:** Any reference to a Resident refers to a person who resides in the Park, and is subject to a Rental Agreement or Lease Agreement.
- **F.MOBILEHOME:** Any reference to Mobilehome refers to the Resident's Mobilehome or manufactured home.
- **G. GUESTS:** Any reference to a Guest refers to a person who is present in the Park at the invitation of the Resident, but who has not signed a Rental Agreement, Lease Agreement or have any other rights of tenancy.
- **H. RENTAL AGREEMENT:** Any reference to rental agreement refers to the Rental Agreement between the Management and the Resident.
- **I. LEASE AGREEMENT:** Any reference to Lease Agreement refers to the Lease Agreement between the Management and the Resident.
- **J.SPACE, LOT, HOMESITE:** Any reference to space, lot or homesite refers to the area upon which the Resident's Mobilehome rests and surrounding area, which area is described by a specific number in the Rental Agreement or Lease Agreement.
- K. COMMON AREA: Certain areas within the Community established by Management for the joint use and enjoyment of all Residents, as well as providing for the proper functioning of the Community.
- **L.HCD (Housing and Community Development):** Authorized agency of the State of California governing Mobile home codes and standards.

- 4. <u>SPECIAL RULES INCORPORATED BY REFERENCE:</u> Other rules of conduct concerning the use of the Park's facilities are posted throughout the Park and by this reference are incorporated herein as though set forth in full. The Residents must read and follow the posted rules.
- 5. INSURING PROPER DRAINAGE: It is the Resident's responsibility to assist Management in assuring the natural flow and drainage of water on the home site. This requires that the Residents do no act in a manner which would impede the natural flow and drainage of water, or assist in the buildup of water. The Residents are required to use proper irrigation techniques. Additionally, it is required that the Resident level the coach on a consistent basis and install rain gutters and down spouts to drain water to the street.
- 6. MOBILEHOME STANDARDS: All Mobilehomes to be placed in the Park must meet all local, state, and federal standards and must be brand new, including but not limited to the standards created by the Earth Advantage Certification and have at least a 5 year warranty issued by the manufacturer, except where otherwise required by law. All Mobilehomes to be moved into this community must have written approval of Management. The Management will designate size and placement of each home.

7. ACCESSORY EQUIPMENT, STRUCTURES AND APPLIANCES:

A. The installation by the Resident of all accessory equipment, structures and/or appliances on incoming Mobile homes shall be completed within ninety (90) days of the date the Resident signs the Rental Agreement and/or Lease Agreement or first occupies the Mobile home, whichever is earlier. Prior to commencing installation of or a change in accessory equipment, structures or installation of, or a change in any appliance which is to be connected to the gas, electric or water supply, the Resident shall submit for the Management's approval a written plan describing in detail the accessory equipment, structure or appliance which the Resident proposes to install or change. Because of the wide variety of types and styles of available accessory equipment, structures and appliances, it is impossible to describe all those which the Management will or will not accept. Consequently, the following accessory equipment, structures and appliance standards are provided only to assist the Residents in their preliminary planning. The Residents must discuss their plans for accessory equipment, structures and/or appliances with the Manager prior to preparing the written plan for the Management's approval. The Management approval is required before work is to be done. The Residents are cautioned that there are Mobile homes and spaces in the Park which contain accessory equipment, structures and appliances which may no longer conform to the present park standards and regulations. The Resident may not assume, therefore, that their

plans will be approved because they conform to accessory equipment, structures and/or appliances existing on other Mobile homes and/or spaces. Any accessory equipment, structure or appliance installed or changed which was not covered in the approved written plan and which does not conform to the Park's residency documents shall be removed by the Resident within ten (10) days of receipt of written notice.

- **B.** The Management's general standards for accessory equipment, structures and/or appliances for incoming Mobile homes are:
 - 1. The Management requires that porch and carport structure, skirting, steps, porches and a shed be added where applicable;
 - 2. Carports and porches must be covered by a structure which covers the entire carport and porch where applicable;
 - **3.** All exterior siding of the Mobilehome must be of Alcan, Hardibacker, Masonite or equivalent, with approved skirting to match;
 - **4.** The Management requires that exterior steps, both patio side and carport side, be of an approved material matching the exterior material of the Mobile home. Treads and porch surfaces must be covered with carpet or other approved material;
 - 5. The temporary steps must be removed from the Park no later than sixty (60) days from the time the Mobile home is moved into the Park. Steps must have approved handrails;
 - **6.** All Mobile homes moving into the Park must remove hitches;
 - 7. Drippings from air conditioners are not allowed to fall onto the ground under the Mobile home but must, instead, be piped away from the Mobile home in a manner satisfactory to the Management. The Management must approve the location and type of all air conditioning units. Air conditioning units requiring 220 volt electrical capacities are prohibited without park approval. No air conditioning units or roof cooler are allowed on top of the Mobilehome;
 - 8. All appliances must conform to all applicable federal, state and local laws and ordinances. The Resident is responsible for making sure that the Mobilehome and all accessory equipment, structures and appliances are compatible with the electrical service now available and do not exceed available amps;

- **9.** The Management must approve of height, sizes and location of all dishes and other antennas;
- 10. Storage: Written approval of Management must be obtained before a storage shed is installed. ONLY ONE STORAGE SHED PER LOT IS PERMITTED. The storage shed must not exceed a total of 120 square feet. The location and placement of the storage shed must be approved by Management. Storage shed must be commercially manufactured and meet The Grove Architectural Guidelines. The cost of the storage shed is to be paid by the lessee. Electrical service to the shed requires a State permit. The maintenance requirements for a shed are the same as those required for the Mobilehome as outlined in paragraph 11. Sheds must be at least three (3) feet from the utility pedestal to allow for maintenance and reading of meters.
- **C.** The Management's general standards for accessory equipment, structures and appliances for existing Mobilehomes are:
 - 1. The Management requires that the Resident maintain in good condition and repair the Mobilehome and all accessory equipment, structure and/or appliances which are presently installed. This obligation includes the replacement of any items which are missing or are damaged to the point that they cannot be reasonably repaired. This obligation also includes the repainting of the Mobilehome accessory equipment, structures or appliances when reasonably needed. Color and materials used are subject to the Management's approval. In addition, all such items shall be required to comply with all applicable laws and regulations. Substantial or significant change must be approved by the Management.
 - 2. Persons who were Residents prior to the standards for incoming Mobilehomes being instituted will not be required to adhere to the standards for incoming Mobilehomes unless the Resident voluntarily undertakes to make a change or addition to the Resident's Space, Mobilehome, accessory equipment, structures or appliances. The Resident will only be required to adhere to the new standard(s) which apply to the change or addition the Resident is actually making. For example, if you added a storage shed, you would only be required to adhere to the storage shed standard. In other words, the standards for skirting and awnings would not apply to you unless you voluntarily made some change or addition to your skirting or awnings.
- **D.** Any Mobile home which is sold to a prospective purchaser with the intent to remain in the Park shall be inspected and approved (both interior and exterior) by the Department of Housing and Community Development (HCD) or other regulatory agency responsible for such inspections. The cost for such inspection shall be the responsibility of the Resident.

8. PERMISSIBLE USE SPACE OR OF LOT: The homesite shall be used for a home, approved by Management, to be used solely as a residence and shall house only those persons approved, in writing, by Management, and no others. The Resident agrees not to change the home on said homesite without first obtaining Management's written consent and all necessary permits. The homesite shall remain accessible to Management at all times in order to facilitate repairs of equipment, installation of new equipment, maintaining landscaping in proper condition and other emergencies that may arise. No commercial business shall be conducted in the Park, unless specifically authorized by State Law.

9. GUESTS:

- **A.** The Residents shall make all the guests aware of the Rules and Regulations. The Residents are responsible for the conduct and actions of their guests and any damages done by the guest are the responsibility of the Resident.
- **B.** The term Guest in this section includes temporary and permanent occupant guests. Guests are sponsored by and the responsibility of the Resident.
- **C.** Resident Homeowner shall bear the cost of repair to any park property damaged by the Resident's guests.
- **D.** All guests must register with Community Management if they stay with resident more than a total of twenty (20) consecutive days or a total of thirty (30) days in a calendar year [hereinafter "grace period"]. Residents are responsible for their guests and the conduct of their guest at all times. Guests are required to observe the Community's rules. It is the responsibility of the residents to make their guests aware of the rules.
- **E.** Resident agrees to acquaint all guests with the conditions of tenancy of the Community including, but not limited, to the Community Rules and Regulations. Resident is personally responsible for all the actions and conduct of resident's guests. No more than two (2) guests per resident with a maximum of four (4) guests per residence will be permitted at any recreational facility without written permission from Management.
- **F.**Community Management reserves the right to determine whether the Community 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 reasonably detract from the use and enjoyment of these facilities by other residents and guests who are then using the facilities.

- **G.** A temporary occupant guest will have full use of any of the common facilities if accompanied by a homeowner resident but may not hold a position on any Community Committees or Community's Boards nor have any voting rights.
- H. If resident is not present, then no guest may occupy or otherwise use Resident's Manufactured Home without Community Management's consent. Except, if a guest has received approval as a permanent occupant guest by the Community such guest may be permitted to occupy Resident's Manufactured Home and to use the Community's recreational facilities in the absence of the Resident. However, a permanent occupant guest may not bring guests to Community facilities other than residents.
- **I.** Guests may stay with the Resident for twenty (20) consecutive days or thirty (30) days in a calendar year without registering. Thereafter, guests must register at the Management office. Management reserves the right to determine whether the Park facilities can accommodate all the Residents and guests in the Park. Therefore, Management may, at its sole discretion, refuse a guest permission to stay in accordance with Civil Code provisions. Management agrees that it will not unreasonably withhold its consent to allow additional people to move in with the Resident. Subject to the provisions of the California Civil Code Mobilehome Residency Law (Section 798 et seq.) which allows certain guests to remain in the Park on a long-term or indefinite basis, any guest remaining in the Park more than sixty (60) days in any calendar year will be considered a Prospective Resident, and must apply for residency as set forth in Rule 1-B, above. If such Prospective Resident is accepted for residency in the Park, a Rental Agreement or Lease Agreement and other Park documents must be signed by such person. If the application of the Prospective Resident is denied, that person must vacate the Park upon at least seven (7) days written notice to the host Resident. No guest may remain in the Park without the presence of a host Resident occupying the home on an ongoing basis. The Resident agrees to have prospective new Resident in his or her home complete a Resident Application form which must be acceptable to Management. Thereafter, subject to the limitations of Civil Code Section 798.34 (b) and (c), the Resident agrees to have the new Resident execute the Rental Agreement and/or the Lease Agreement and the Rules and Regulations.

10. LANDSCAPING:

A. The Resident is required to provide and maintain attractive landscaping of the homesite. Landscaping of un-landscaped spaces or changes to existing landscaping shall be completed within ninety (90) days of the date the Resident signs the Rental Agreement or Lease Agreement or the date work is first commenced, whichever is earlier. Additional or subsequent landscaping must be approved by the Management. Prior to commencing any landscaping, the Resident must prepare and submit a written plan for the approval of the

Management. 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 the Management will or will not accept as landscaping. Consequently, the following general landscaping standards are provided only to assist the Residents in their preliminary planning. Residents shall discuss their landscaping plans with the Manager prior to preparing the written plans for the Management's approval. The Residents are cautioned that there may be spaces in the Park which contain landscaping which no longer conform to the present Park standards and regulations. The Residents may not assume therefore, that their plans will be approved. All landscaping installed without the required written approval shall be removed by the Resident within ten (10) days of written notice.

B. The Management's general landscaping standards are:

- 1. The Management encourages everyone to be as original and elaborate as they wish as far as flowers and shrubs are concerned;
- 2. Landscaping changes in the existing landscaping must be approved in writing by Management.
- **3.** Plants that are native to the area and require minimum irrigation are recommended. Any planned irrigation system to be installed by residents must first be approved by management. Any approved system must have automatic timers and stress no wasting of water.
- 4. Woodcutting removal of non-hazard snags, clearing of brush, tree pruning (except hazards), or disturbances on any plant or animal throughout any area of the park other than the residents own lot is prohibited.
- 5. The Communities general landscaping standards are: rock is an acceptable landscape material; bark may be used but not as predominate ground cover. No plastic or other ground cover material can be exposed at any time. The rest of the space must be landscaped in grass, ground cover, shrubs, trees, flowers or other growing plants at Resident expense and must be completed within 90 days after home installation, weather permitting.
- 6. Management must approve the location and type of trees and shrubs to be planted on the space in accordance with Landscaping Agreement. Tree or shrubbery which have, or may develop, root structures which cause cracking, buckling, or otherwise interfere with streets, driveways, or other facilities are not permitted. Residents are responsible for trimming and maintaining all landscaping on the space whether planted by Resident or former Resident. Maintenance of all trees adjacent to roadway, are the

responsibility of the Management. Maintenance of other trees on Resident's property is Resident's responsibility. Management reserves the right to remove any tree on any lot or in the common area. Management's approval is required to remove a tree. Resident is responsible for any damage or injury caused by Resident's failure to maintain the landscaping, except for trees that are planted and/or maintained by the Community.

- 7. The landscaping must be maintained at all times by Resident, or after a 14 day and 72 hour notice to Resident, Management may take an action required to maintain Resident's landscaping. The cost for labor, equipment and/or materials, for maintenance incurred by Management will be at Resident's sole expense, which expense shall be immediately reimbursed to Community Management upon notice to Resident.
- **8.** A vegetable garden is permitted in a back yard only on Resident's lot.
- **9.** No artificial products such as windmills or any decorative items, statues, animal or bird forms, wind chimes shall be placed in the front yard without prior approval from Management.
- 10. No solid hard fencing of any type is permitted, except the cedar split rail fencing that is currently used in the park and certain types of decorative fencing as described below. The split rail fencing cannot be used on the front of the house unless it is a corner lot. The decorative fencing can only be used on the sides or rear of the homes. All residents must submit to management a drawing and description of the type, material and location of a proposed fencing. Residents must receive approval from management of said plan before an installation can begin. The decorative fencing must be an open style (picket type, etc.); it must not be higher than 3 feet, and the color must be either white, cedar or dark green. Decorative fencing is to be used as decorative fencing only and under NO circumstances is it to be used as a pet enclosure. NO UNATTENDED PETS of any kind will be allowed inside the fenced area. The park leash law applies to all pets when they are outside the house. If a resident accompanies a pet in the fenced area the pet must be leashed. Residents shall have the right to restrict access to the back one third of his/her yard with foliage or landscaping materials no higher than six (6) feet, except on the street side of a corner lot it shall be restricted to three (3) feet. Type of planning must be pre-approved by Management. Such barrier is or becomes landscaping and is the Resident's responsibility to maintain.
- **11.** Foliage trimmed so 80% or more of all windows facing the street/roadway are visible (a security issue).
- **12.** All shrubs and plants in the front must be maintained and "organized" (pests).

- **13.** No "volunteer" trees or plants growing within three feet of the Manufactured Home (fire protection, security, etc.)
- **14.** All shrubs, plants and hedges on the sides of the home must not exceed six feet in height (fire protection, security, etc.)
- **15.** No tree limbs, branches or vines, etc. touching the home or shed(s), three foot distance minimum from home (prevention of home damage and gutter clogs/water damage).
- **16.** All trees must have a nine foot clearance from the ground to foliage.
- **17.** No leaves, thickets or weeds on the ground (fire protection).
- **18.** No vegetable gardens in the front of the property (pests and appearance).
- **19.** No cactus or other plants which have harmful characteristics, quills, poisonous leaves, etc. (resident safety).
- **20.** Any tree plantings must be approved by Management. No trees other than the ones planted by Management are allowed in the front of the homes.
- **21.** Planting on corner lots and wherever else applicable must provide sufficient visibility for vehicle, bicycle and pedestrian safety.
- **22.** The Management expressly prohibits the use of manures and odorous chemical fertilizers;
- 23. Decorative rock of no more than ¾ inch diameter, wood chips and decorative bark may be incorporated in your landscaping plan provided approval is first obtained from the Management. Construction grade black plastic ground cover, six millimeters or thicker must be placed under rock, wood chips or bark to prevent weeds from growing up through the rocks, wood chips or bark;
- 24. The Management must approve the type of trees planted and their location. No tree or shrubbery is allowed which does or may develop a root structure which causes cracking, buckling, or otherwise interferes with streets, driveways, park street lights, mailboxes or other Park facilities;
- 25. Installation of walls and fences is prohibited without the prior written consent of the Management and then only in a location approved by the Management; Waterfalls, statuary and other forms of décor will be permitted only with the Management's prior approval;

- **26.** Permanent flagpoles are not permitted. Flagpoles which are four (4) feet or less in length, which are designed to be mounted on the front of the Mobile home and easily removed for storage are permitted.
- 27. Subject to the provisions of Civil Code Section 798.37.5, which makes the Management responsible for some trees and for driveways in certain limited circumstances, the Resident is solely responsible for maintenance, pruning, trimming and when necessary in the Management's discretion, removal of any tree on the Resident's space.

11. MOBILEHOME MAINTENANCE:

- A. The Residents shall maintain their Space, Mobilehome, all landscaping, structures, improvements and other items attached to or placed thereon in good condition and repair as well as in a neat, clean, attractive and well kept. Weeds must be kept under control. Residents shall maintain and trim all trees located on the Resident's Space. All concrete, asphalt, and other surfaces, including parking spaces, shall be maintained free of oil, and all other sticky or oily substances. The Resident is responsible for the maintenance of the Resident's driveway. When the Resident is away, it is the Resident's responsibility to have someone maintain the Mobilehome and Space.
- **B.** Wheels, hitches and other items permitted by law are the only objects which may be stored under the Mobilehome. Unless specifically permitted by the Management's residency documents or approved by the Management, nothing shall be placed or stored outside of the Mobilehome or storage shed(s). Patio furniture, operable bicycles and barbecue equipment, all of which are to be maintained in an attractive and neat condition, are the only items permitted outside of the Mobilehome or storage shed. Nothing is to be hung outside of the Mobilehome or shed to dry, air or for any other purpose.
- **C.** Only outdoor patio furniture approved by the Management may be used on the patio, porch, yard or other portions of the Space. **Such approval is not to be unreasonably withheld.**
- D. Any garbage that cannot be placed in a mechanical garbage disposal must be wrapped, and, with other refuse, must be placed in plastic trash bags or trash cans and kept inside the Mobilehome or storage shed(s) until placed in the Park's disposal bins. The Park's disposal bins are for the use of the Residents only. Sanitary and health laws must be obeyed at all times. The Resident shall not dispose of any hazardous waste, substance or household products in the Park disposal bins and shall not dump any such substance on any Park property, on any Space within the Park, in any drain connected to the sewer system or in the Park streets. All hazardous waste, substance and household products including, but not limited to, used motor vehicle oil, engine coolant,

- pesticide, paints, cleaning products and other similar substances shall be taken by resident to a hazardous waste collection center or otherwise disposed of in accordance with all applicable local, state and federal laws.
- **E.** Anything which creates a threat to health and safety shall not be permitted on Space. No flammable, combustible, or explosive fluid, material, chemical or substances, except one customarily used for normal household purposes, may be stored on the Space and then only in quantities reasonably necessary for normal household purposes.
- **F.**As major repair and painting can cause damage to the property of others if not properly conducted, the Resident is required to obtain the Management's consent before undertaking such action. Spray painting and the use of heavy equipment requires written consent and compliance with the directions of consent. All contractors and other person involved in painting or the use of heavy equipment must be licensed and insured.
- **G.** If any portion of the exterior of the mobile home or its accessory equipment, structures or appliances, or the Space is damaged, the damage must be repaired within two (2) weeks. This obligation includes, but is not limited to, damage to the siding, awning supports, downspouts, skirting, porch or storage shed.
- H. The utility pedestal (water and utility hookups) must be accessible at all times. If one of the Park's water or gas shut-off valves is located on the Resident's Space, it must be uncovered and accessible at all times. The Resident shall not connect, except through existing electrical or natural gas outlets or water pipes on the Space, any apparatus or device for the purpose of using electrical current, natural gas or water.
- **I.** Existing drainage patterns or grading of the Space may not be changed without the Management's written consent.
- **J.** The Resident shall bear the cost of repairs to any utility or the Park's property damage by the Resident. To avoid damage to underground facilities, the Residents must have the Park's consent before digging or driving rods, stakes and structures into the ground.
- **K.** The Resident shall not sweep or hose dirt, clippings or debris into the street or the neighboring Space.
- L. Building permits, license and other similar permission from governmental or quasi-governmental bodies or agencies are required and must be obtained before construction or installation of certain accessory equipment, structures and appliances and all such accessory equipment, structures and

appliances must comply with all federal, state and local laws and ordinances. Only licensed and insured contractors may install items which are required to be connected to the electrical, gas or waste supplies.

- M. Except in those instances where the electrical system capabilities may be insufficient to supply adequate power to all appliance or where there are specific restrictions on the installation of certain items, referenced in the Rules and Regulations or other residency document to items "connected to the gas, electric or water supply," are not intended to include normal household appliances that can be installed by simply "plugging in" to an electrical plug or attaching a water hose to an existing outlet or making a similar connection to a gas outlet. Rather, the Park is only concerned with items which require more extensive installation efforts where the method and/or quality of the installation may present health or safety problems if not performed correctly or the installation of items which require building permits or installation by a licensed contractor where the Park or other persons may be adversely affected by the installation of the particular item.
- N. Because the Park's electrical service delivery system is subject to minor momentary and transient voltage surges, fluctuations and disruptions which may occur in the normal operation of the Park's electrical system and which are beyond the control of the park, it shall be the responsibility of the Resident, at the Resident's own expense, to install and maintain any and all special and/or auxiliary protective devices on the load side of the service delivery point as deemed necessary by the Resident to protect the Resident's electrical equipment and devices from voltage surges, fluctuations and disruptions resulting from causes beyond the control of the Management.
- **O.** Only manufactured accessory equipment, structures and appliances are permitted and no "homemade" accessory equipment, structures or appliances may be installed without the Management's approval.
- **P.** The Residents shall respect all lot boundary lines and not infringe on other Resident's spaces.
- **Q.** Report any community facility which is out of order to the Management. Any additions to the home (porches, screen rooms, cabanas, air conditioners, water softeners, etc.) must be approved by Management in writing, and then submitted to the proper regulatory agency for the necessary permit.
- R. The Residents shall maintain their homesites and spaces in a clean, well kept and attractive fashion, including the front, sides, and back. If a homesite or space is neglected, after reasonable written notice, Management reserves the right, but is not obligated to, take over its care and bill the Resident for this service, pursuant to Civil Code Section 798.36. All trash, boxes, barrels,

- brooms, ladders, etc., must be kept out of sight. When homesite is vacated, all holes must be filled and leveled. Driveways must be kept clean at all times.
- **S.** Where permits are required, they must be obtained by the Resident prior to commencement of work.
- T. The Resident waives all rights to make repairs or capital improvements to homesite at Management's expense. All alterations, improvements, and changes desired by the Resident shall be done either by or under the direction of Management, but at the cost of the Resident, and shall at once become a part of the realty and belong to Management. The Resident shall be solely responsible for maintenance and repair of such improvement. However, at Management's option, the Resident shall, at its expense when surrendering the lot, remove all such alterations, additions, or improvements installed by the Resident, and the Resident shall repair any damage to the premises caused by the removal.

12. LOT USAGE AND VEHICLE REPAIR:

- A. No towels, rugs, wearing apparel, or laundry of any type may be hung outside the Mobilehome at any time. No vehicle, boat or trailer other than the Resident's Mobilehome repair, servicing or painting will be allowed in the Park. Vehicles may be washed only at an area designated by the Management. Any vehicle dripping fluids or oil must be repaired to avoid damage to the pavement. Drip pans may be used if kept clean. All vehicles parked at the Park and spaces must be fully operational and capable of being moved in case of an emergency. Driveways are to be kept clean of oil stains if drip pans are not used. No parking or storage of travel trailers, boats over 20 feet in length, large trucks, campers, off-road vehicles, or commercial vehicles permitted at the Park or spaces. Management, upon request, will provide information concerning space available for these vehicles. Carports and porches are not to be used for storage.
- **B.** Vehicles must be operated in a safe manner. Pedestrians, electric carts and bicycles shall be granted the right of way. No motorized vehicle may be operated within the Park by any person unless licensed and has a current registration. Vehicles operated in the Park must be properly licensed and registered. Residents must obey posted traffic control signs (e.g. stop signs, no parking signs, speed limit signs, etc.)
- **C.** Vehicles are not permitted in the Park unless they are regularly maintained in normal operating condition and are neat and clean in appearance. This includes, but not limited to, vehicles whose exterior has deteriorated to a point where they are unsightly and detract from the appearance of the Park or vehicles which contain unsightly loads that are visible to other Residents.

Excessively noisy vehicles are not permitted in the Park. Vehicles dripping gasoline, oil, or other fluids or substances must be kept out of the Park until repaired in order to prevent damage to the pavement. Oil and other drippings must be removed by the Resident, and the Resident is responsible for the repair of damage to pavement. A drip pan may be used if it is cleaned frequently.

- **D.** Bicycles may only be ridden on the roadways and not on sidewalks, grass, vacant spaces or any other paved area. Bicycles must obey the same traffic regulations as other vehicles. Current helmet laws apply.
- E. Motorcycles, motor scooters, mopeds or other licensed two and three wheel motorized vehicles brought into or operated in the Park must be driven by the most direct route between the Park's entrance and Resident's mobile home. Mini-bikes, dirt bikes and other loud off-road vehicles are not permitted within the Park. Guests are not permitted to bring such prohibited vehicle into the Park.
- **13. GARBAGE:** Garbage will need to be placed in the park's disposal bins. These bins are for the use of residents only.
- 14. PARK PERSONNEL: The Park maintenance personnel are employed during scheduled hours for maintenance of park property only. Please do not ask them to do any work in or around your Mobilehome. If you have any questions concerning the utility pedestal outside your Mobilehome, or any questions in regard to the Rules and Regulations, please contact the Manager. Maintenance employees do not have any authority to answer questions concerning State, County, City or other laws and ordinances or the Park Rules and Regulations. The Park property, tools and equipment are for the use of the Park personnel only. The Residents shall not use or borrow any of the Park's property, tools or equipment.

15. **SUBLETTING:**

- A. No subletting, subleasing, or renting of Mobilehomes or homesites is allowed unless required by Civil Code Section 798.23.5. Grove Mobilehome Park is for owner-occupied Mobilehomes. At all times, at least one full-time Park-approved Resident must be listed as the Registered Owner of the Mobilehome occupied, according to the Department of Housing and Community Development (HCD) or County tax records.
- **B.** Residents wishing to have a guest use their Mobilehome during the Residents' absence must obtain written permission from Management if the Residents plans to be absent for more than two (2) weeks. Residents are prohibited from

assigning their rights under the Rental agreement or Lease Agreement without the prior written approval of Management.

16. CONDUCT:

- **A.** Actions by any person of any nature which may be a nuisance, dangerous or may create a health and safety problem or disturb others are not permitted. This includes, but not limited to, any unusual, disturbing or excessive noise, intoxication, quarreling, threatening, fighting, immoral or illegal conduct, use of profanity, rude, boisterous, objectionable or abusive language or inappropriate conduct. Persons under the influence of alcohol or any other substance shall not be permitted in any area of the Park which is generally open to the Residents and their guests. Special care and respect for your neighbor's peace and quiet shall occur between 10:00 P.M. and 8:00 A.M.
- **B.** Radios, televisions, record players, stereo, musical instruments and other devices must be used so as not to disturb others.
- C. The Residents, the family and guests shall not encroach or trespass on any Resident's space, lot, homesite or any area which is not open for general use by the Residents and their guests. All Park property which is not for the Residents and guests, including, but not limited to gas, electric, water and connections and other equipment connected with utility services and/or tools and equipment of the Park shall be avoided and not used, tampered or interfered with in any way.
- **D.** Roller-skating, skateboarding, baseball, football and ball throwing of any kind are prohibited in the Park. Flying objects such as Frisbees and the like are prohibited in the Park. Remote control devices and toys are prohibited from being operated in the streets and/or common areas of the Park.
- **E.** Except for fireplaces, barbeques and other appliances in the Resident's Mobilehome, fires are not permitted.
- 17. MPROVEMENTS: All landscaping, 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 the Park and shall remain upon and be surrendered with the Space, unless Resident obtains permission from the Management to remove, at his or her own expense, said improvements. Residents shall repair any damage to the Space caused by the removal, including, but not limited to, the filling in and leveling of holes or depressions and shall leave the Space in a neat, uncluttered condition with the Park's original engineered grade intact.

18. PARKING:

- A. The Residents may park no more than two (2) passenger vehicles on their No other vehicles are permitted unless provided for in the Rental Agreement, the Lease Agreement or the Rules and Regulations, unless otherwise posted, street parking in "unrestricted" between the hours of 6:00 A.M. and 11:00 P.M. Lots without a driveway (carport) may park one (1) vehicle on the street at any time. Vehicles parked on Resident's lot may only be parked on the driveway and not on the landscaped or other areas of the lot or other vacant spaces within the Park. Vehicles parked on the driveway must not extend beyond the property line into the street. Guests may only park on the host resident's lot or in designated visitor's parking area. Because of limited parking facilities, traffic congestion, noise and the need to insure a safe and pleasant environment for all the Residents, the Management reserves the right to restrict the number of guests bringing automobiles or other vehicles into the Park. Sleeping in parked vehicles is prohibited. The Residents may not park in designated visitor parking for any extended periods without manager's approval.
- **B.** Motor homes, buses, travel trailers, boats, boat trailers, and similar vehicles that are not self-propelled may not be parked on the Resident's lot. These limitations do not apply to service vehicles of contractors or other persons performing services for the Resident during the time the service is being performed. Vehicles which are otherwise prohibited may be temporarily parked on Resident's lot or on the street for purposes of loading or unloading (no more than 15 minutes and only while loading or unloading).
- **C.** No vehicle may be "stored" on the Mobilehome lot. "Storage" shall include, but not be limited to, the parking of any inoperative vehicle or the parking of one or more vehicles for the purpose of selling those vehicles.
- **D.** Vehicles parked in violation of these Rules and Regulations are subject to being towed at the owner's expense.
- E. All vehicles parked in violation of these Rules are subject to towing at the vehicle owner's expense as allowed by Civil Code §798.28.5. Each homesite has parking facilities. No vehicle may be parked in the Residents driveway in a manner which allows it to extend into the streets or off the driveway. NO STREET PARKING IS PERMITTED. The streets within this community are narrower than conventional city streets and are in compliance with construction standards for Mobilehome Parks in California. The streets within a Mobilehome park are entitled "Fire Lanes" and as such are under the jurisdiction of the local fire department. Therefore, any Resident or guest of a Resident parked on or protruding into the street or in violation of these rules or posted signs is subject to having their vehicle towed away at the owner's expense. Parking is ONLY

permitted in the designated parking spaces. Guest Parking areas are **ONLY** for guests.

19. PARK OFFICE AND COMPLAINTS: The normal business hours for the Park office are posted. Except in an emergency, please do not telephone or contact the Management after normal business hours. The Park office telephone is for business and emergency use only. Except for emergencies, all complaints must be in writing and signed by the person making the complaint.

20. FOR SALE SIGNS AND COMMERCIAL ACTIVITIES:

- A. Appropriate signs with the Resident's name and address are permitted. Any sign advertising the sale or exchange of the Resident's Mobilehome shall be limited in size as provided in the Mobile Home Residency Law. No more than one (1) sign shall be displayed and it shall be displayed only in accordance with the provisions of the Mobile Home Residency Law. Any change in the Mobilehome Residency Law or other laws affecting the restriction on signs shall automatically become applicable and be part of the Rules and Regulations. Any commercial activity to be conducted in the Park must be approved by Management prior to conducting the commercial activity.
- **B.** Throw-away newspapers, distribution of handbills, and door-to-door-selling or solicitations are not permitted.
- 21. INDEMNIFICATION: The Park and Management shall not be liable for any loss, damage, or injury of any kind to the person or property of any Resident or any of the employees, guests, invitees, permit tees, or licenses of any Resident, or of any other person, caused by any use of the Park or homesite, or by any defect in improvements erected thereon, or arising from any cause, unless resulting from the negligence or willful act of the Park or the Management. Management strongly urges the Residents to keep their Mobilehome secured and all personal effected insured for their protection. It is strongly recommended that the Residents fully secure all windows with locking devices and that a deadbolt lock with one-inch throw be installed on all doors. It is suggested that each Resident carry personal liability, property damage insurance and replacement coverage on their Mobilehome and belongings.

22. PETS:

A. Special permission to keep a house pet must be obtained from the Management. A house pet is defined as a pet that spends its primary existence

- within the Mobilehome. Approved pets must be registered with the Management.
- **B.** The type of pets permitted are domesticated dogs, cats, small birds, such as parakeets and canaries, fish and other usual household pets approved by Management. No more than two (2) dogs or two (2) cats, or one (1) dog and one (1) cat will be allowed per mobile home. All non-house pets are prohibited.
- **C.** Each pet must be licensed and inoculated in accordance with applicable law.
- **D.** Any pet running loose in the Park will be impounded at the pet owner's expense and the Resident may be notified to vacate his or her Space or give up his or her pet. Should a Resident lose the pet the Resident must obtain written permission from Management before acquiring another one.
- **E.** Pets must be kept inside the Mobilehome at all times except when taken for exercise. When taken for exercise, pets must be walked with a leash.
- **F.** Regardless of the area, any excrement left by a pet must be picked up immediately and disposed of within the Resident's Mobilehome.
- **G.** Pets will not be allowed to cause any disturbance which might unreasonably annoy neighbors. If a pet causes any disturbance or harm, such as barking, growling, biting, or any other unusual noises, offensive odors, or damage which will unreasonably annoy or cause harm to a neighbor or a neighbor's property, permission to keep the pet will be revoked.
- **H.** Guests are not permitted to bring their pets into the Park.
- I. No exterior pet housing is permitted in the Park. This includes any type of confining barricade or structure.
- **J.** Tying of pets outside the Mobilehome or leaving them unattended is prohibited.

23. MOBILEHOME RESALE:

A. Residents must notify Management sixty (60) days prior to the intended date of sale. At this time, Management will notify the Resident in writing of any conditions of sale for Mobilehomes which are to remain in the Park. A twenty-four by thirty-six inch (24" x 36") A-frame or H-frame sign advertising the sale of the mobilehome may be placed in front of coach. No other For Sale signs are permitted. Management reserves the right to require removal of a Mobilehome upon resale in order to upgrade the park, in conformance with the California Civil Code.

B. Before the sale has been completed, the prospective resident (buyer) must be accepted in writing by Management and a Rental Agreement or Lease Agreement signed. Failure to comply with this Rule may result in the buyer's denial of entry into the Park.

24. ANTENNAS:

- **A.** No radio antennas may be erected in the Park.
- **B.** Satellite dishes and T.V. antennas are permitted with prior Park approval, in accordance with FCC regulations. An underground hookup to a central satellite dish service is provided by the Community, with hook up and programming available, at a monthly fee to the Resident. Should resident desire satellite dish service, resident may arrange for such service at their own expense with the following restrictions:
 - **1.** Any satellite dish installed can be no larger than 39 inches" in diameter.
 - 2. A satellite dish may NOT be placed on the front half of the house (the front half is the portion facing the street). The dish may be placed on the back half of the house or on the ground on the back half of the lot. The dish can be attached to the roof or the side of the house or placed on the ground. NO extensions can be used. The satellite dish must be standard dish with the standard attachment.
 - 3. If you can get no reception by placing the satellite in the front of the house we will make an exception if the satellite is placed on the ground and covered by a rock satellite cover which can be purchased at a local retailer.
- **25. SAFE DRIVING:** Due to heavy pedestrian traffic in the Park, everyone is urged to drive SLOWLY and CAREFULLY at all times within the park. Drivers must observe any posted signage within the Park.
- **26.** CLUBHOUSE: In the future, it is anticipated that this facility will be open during posted hours and is for the exclusive use of the Residents and their guests. There is a limit of two guests per homesite at any time. All guests must be accompanied by a Resident at all times. Residents may reserve the Clubhouse in advance through Management for special occasions or parties.
- **27. ZONING:** The Grove Mobile home Park is zoned RMS (Residential, Mobile home, Single Family).

- **28.** <u>WRITTEN APPROVAL:</u> References to "approval", "permission", or "authorization" of the Management shall be construed as written approval prior to taking action.
- 29. RECEIPT OF THE RULES AND REGULATIONS AND APPLICABLE LAW:
 Resident hereby acknowledges receipt of the Rules and Regulations and a copy of the California Civil Code provisions entitled "Mobilehome Residency Law". The Management reserves the right to amend these Rules and Regulations from time to time pursuant to the provisions of the Civil Code.
- **30.** <u>CAPTIONS:</u> The titles of paragraphs herein are for identification only. The Residents should read the complete text of all paragraphs in order to fully understand the Rules and Regulations, or to find answers to particular questions.
- **31. EXECUTION AND ACKNOWLEDGMENT:** The Resident acknowledges having read the Rules and Regulations and agrees to be bound by all the terms and conditions Herein contained.

Date:	
	Resident
Date:	
	Resident
Date:	
	Resident
Date:	
	Park Manager