

**RULES AND REGULATIONS**

MOBILEHOME PARK NAME:

Westwind Estates

General (The term "Tenant" shall include the Tenant, all legal residents and guests of his mobilehome.)

1. Tenant and all residents must complete an Application for Residency prior to residing in the Park.

OCCUPANCY RESTRICTION NONE 55+/

Before departing on vacation or extended absence, Tenants should notify the office of departure and return dates.

2. Solicitors, vendors, peddlers, etc., are not permitted in the Park.
3. Drunkenness and immoral conduct is not acceptable and will not be tolerated. No alcoholic beverages are to be served or consumed in the clubhouse, around the pool or any other community area except on management approved occasions.
4. All Tenants and guests shall observe all Rules and Regulations posted in the recreation areas. Tenants shall pay for all damages to the clubhouse, recreation areas, equipment or any other Park property caused or contributed by them or their guests. Tenants are responsible for the conduct of their guests. Guests must be accompanied by an adult Park Tenant when using recreational facilities or equipment. Skateboarding is prohibited in the Park.

5. No loud talking, radio, television, or other noise capable of disturbing a neighbor in any manner will be permitted between the hours of 10:00 p.m. and 8:00 a.m. No unusual disturbing noises will be allowed at any time. Tenants shall not commit, or allow to be committed, any nuisance or any waste on the Premises, nor shall Tenants use or allow the Premises to be used for an unlawful purpose.

6. Except for negligence of the Landlord, Landlord shall not be liable for liability of debt or damage claimed for injury to persons, including Tenants and their guests or invitees or licensees, or for property damage from any cause related to Tenants occupancy of the Premises, including those arising out of damages or losses occurring in areas adjacent to the space, or for loss of personal property, mobilehome parts or equipment.

7. Tenant agrees not to use the Premises in any manner that will increase the risk of or rate of insurance or cause cancellation of any insurance policy covering the Premises.

8. Tenant shall permit Landlord to enter the mobilehome lot at all reasonable time for the purpose of inspecting, maintaining or making repairs, alterations, or additions to any portion of said lot, including erection and maintenance of such scaffolding, canopies, fences and props as may be required.

9. Tenant shall maintain the Premises, landscaping and mobilehome in a clean, attractive and well kept fashion at his own expense, including the front, sides and back at all times. Tenants shall not make additions or improvements on the Premises without first obtaining management's written consent. Said additions or improvements shall be at Tenant's expense and will remain the property of the Tenant.

LANDSCAPE MAINTENANCE: Landscaping includes shrubs, grasses, trees and other plants and living things. Trees on the space or lot lines are included whether planted by Tenant, prior Tenant or other persons. Tenant shall maintain all landscaping as required by the rules and regulations. Landlord may require that Tenant effect and suffer the expense for, in Landlord's discretion to be reasonably and fairly exercised, upon at least fourteen (14) days' written notice, any of the following per owner's written specification: tree branch and limb thinning, trimming or removal or other surgery, or tree removal, cutting and stump grinding to grade, or root removal, as necessary. With respect to trees that are on the Premises that pose a specific hazard or health and safety violation, Park shall be solely responsible for the trimming, pruning, or removal, and the costs thereof, upon written notice by a Tenant or a determination by the Park.

In the case of a dispute over that assertion, Park or a Tenant may request an inspection by the Department of Housing and Community Development or a local agency responsible for the enforcement of the Mobilehome Parks Act (Part 2.1 – commencing with section 18200 of Division 3 of the Health and Safety Code) in order to determine whether a violation of that act exists. Park is fully responsible for all common area trees. Tenant **MAY NOT** plant a tree within the park without first obtaining **WRITTEN** permission from the Park.

In the event the Tenant chooses to move his mobilehome and remove said additions or improvements he may do so providing all depressions or holes left by said removal are filled and lot is left in a neat, uncluttered condition. Original landscaping must be completed within sixty (60) days. At all times, the Tenant is responsible for the drainage of his Premises. Drainage must not be blocked by walks, shrubs, etc., and must not drain on adjacent lots. Landlord expressly prohibits the use of any furniture on the patio, porch, or yard unless it is approved outdoor patio furniture. No brooms, mops, appliances, etc., are allowed outside the mobilehome. Open storage of any type beneath, behind, or around the mobile home, or on driveways is prohibited.

10. Tampering with Park fuses, electric service connections, or other Park utility connections is strictly forbidden. Please contact the management in case of trouble.

11. Approval by the Landlord is required prior to installation as to size, condition, age and construction of mobilehome and all accessories, including awnings, skirting, carport, porches, storage sheds, etc. Storage sheds are allowed per California Administrative Code Title Number 25. ALL fencing or screening, if permitted must have the prior written approval of Landlord before installation. Park shall be solely responsible for the maintenance, repair, replacement, paving, sealing, and the expenses related to the maintenance of all driveways installed by Park including removal and repair of root damage to driveways and foundation systems, Tenant shall be responsible for the maintenance, repair, replacement, paving, sealing, and the expenses related to the maintenance of a Tenant installed driveway. A Tenant may be charged for the cost of any damage to the driveway caused by an act of the Tenant or a breach of the Tenant's responsibilities under the rules and regulations.

12. Antennas are not allowed in many mobilehome parks. This includes radio antennas, CB antennas and TV dishes. Please check with the Park office for specific policy.

13. "FOR SALE" SIGNS: Tenant is permitted to advertise the sale of the mobilehome in accordance herewith and the Mobilehome Residency Law as it may change from time to time. Accordingly, Tenant may: Place a sign not greater than twenty-four inches in width by thirty-six inches in height in a window, on the side of the mobilehome facing the street, or in front of the mobilehome facing the street an "H" or "A" frame design sign, stating that the mobilehome is for sale or exchange. Posted signs in front of the mobilehome shall be perpendicular to but may not extend into the street. The Mobilehome Residency Law states that the sign shall state the name, address and telephone number of the mobilehome owner or agent. Open house signs are not permitted. All future changes to the Mobilehome Residency Law are incorporated herein by this reference and shall become effective concurrent with such changes. However, no other sign may be posted on the Premises.

14. No commercial business shall be conducted in the Park, nor shall "auction", "moving", or "garage" sales be permitted.

15. All guests are limited to 20 consecutive days or a total of 30 days in a calendar year. Landlord's written approval is necessary prior to any extension of guest stays – additional charges may be applicable.

16. Tenant must furnish Park Manager with a copy of HCD Registration or copy of property tax bill whichever is applicable to status of mobilehome ownership (legal and registered). The mobilehome must bear a current yearly license where required by the regulations.

17. No "babysitting or childcare" of non-Tenants is permitted in the Park.

18. AGE REGULATIONS: Management reserves the right to amend, or add rules and regulations which relate to the age restrictions for residency in the Park. If management elects to change such rules or other rules and regulations, all requirements to do so as provided under the Mobilehome Residency Law shall be followed. Such amendment to the rules and regulations may be made at any time in the future. The law specifies that Park manager is not required to comply with age restrictions for residents.

LAUNDRY ROOM (If Applicable)

19. Instructions are posted in all laundry rooms. Please abide by the rules. Do not overload or abuse washing machines. Washing machines are to be cleaned inside and outside after use. Laundry rooms are to be left in a neat and orderly condition. Please empty lint trays. Wearing apparel, towels or laundry of any description is to be hung in the laundry drying yard only, if dried outside.

PETS

20. You must obtain permission from the Management to keep a pet in the Park. Pets (not over 16 inches high at the hips measured when animal is standing erect at maturity) will be allowed. Those of you have pets enjoy them; however, there are others who do not share your views. In consideration of others, it is important those who have pets observe the following rules:

- a. Tenants will be limited to 1 pets per space.
- b. If your pet causes any disturbance such as barking, snarling, etc., which will annoy your neighbor, permission to keep this pet will be revoked.
- c. Any pet, when not inside your mobilehome, must be kept on a short leash. Pets may not be left unattended outside of mobilehome. Any pet found loose in the Park will be taken to the animal shelter. (This includes cats.)
- d. No pets are to invade the privacy of anyone's homesite, flower beds, shrubs or common areas provided for the use and enjoyment for the use and enjoyment of all Tenants.
- e. No pets are permitted in the clubhouse areas.

- f. Droppings must be picked up, wrapped in paper, and placed in the trash daily.
- g. No pets will be allowed to be acquired or replaced after moving into the Park unless approved by Park Manager.
- h. The word "pet" is defined as dog or cat; small household birds and fish are permitted. All other animals and reptiles are prohibited.
- i. No exterior pet housing allowed. Feeding or leaving pet food outside of the home is prohibited
- j. NO PIT BULLS, ROTTWEILER OR ANY OTHER AGGRESSIVE DOG WILL BE ALLOWED.

NOTE: ALL DOGS MUST BE BROUGHT TO THE PARK OFFICE FOR FINAL APPROVAL.

AUTOMOBILES

21. DRIVE AT SAFE SPEEDS THROUGHOUT PARK. The parking of two (2) vehicles where applicable for each mobilehome space will be permitted however, more than two (2) approved vehicles will be permitted providing Tenant extends driveway on carport side with approved material and the placing of additional vehicles will not encroach into the area in front of the mobilehome or any area nearer than five (5) feet from the rear property line. Only approved vehicles are to be parked at the mobilehome site in approved locations. If a storage area is provided for the parking of travel trailers, boats, campers, trucks, and other vehicles, there will be monthly charge for each unit parked in the storage area. No inoperative, unsightly, or unregistered vehicles will be allowed to remain in the Park, at mobilehome site or in the storage areas.

Only licensed motorcycles, motor scooters, mini bikes or mopeds will be allowed in the Park; and the Rules and Regulations regarding the use of such vehicles are incorporated herein by this reference.

22. Car washing shall be done only in designated car wash area if available. Repairing of motor vehicles at the mobilehome is prohibited. Tenants are prohibited from using "guest parking" for personal vehicles.

23. Visitors or guests that cannot utilize the on-site parking must park their vehicles at designated guest parking area. Parking in the street is strictly forbidden as fire ordinances require streets be kept clear for all emergency vehicles. The appearance of the Park is also improved if automobiles are not parked on the street. Management reserves the right to post "no parking" signs at each entrance to the Park. If management does so, vehicles parked in violation of the Rules and Regulations will be removed from the Park in accordance with the applicable requirements of the Vehicle Code.

SWIMMING AND POOL RULES (If Applicable)

The use of the swimming pool is a privilege extended to help make your residence more pleasant.

- 24. Swimming hours are as posted.
- 25. State health laws require that a person shower before entering pool.
- 26. Swimmers must not use bobby pins or hairpins while in the pool as they leave unremovable rust stains and damage the filter pumps.
- 27. No glass will be allowed around the pool area.
- 28. No sun tan oil other skin preparations are to be used prior to entering the pool.
- 29. The safety rope is not to be removed from the pool.
- 30. No swimming suits – wet or dry – are to be worn in the clubhouse.
- 31. No games or horse-play are allowed in the pool or adjacent areas, no running around the pool.
- 32. Tenants may have a reasonable number of guests provided their presence does not overcrowd the pool.
- 33. Do not swim alone. Make sure someone else is in or around the pool in case you might need help.
- 34. Additional rules regarding use of the pool are posted in the pool area. The Park Manager and the Landlord are not responsible for accidents or injuries resulting from the use of the pool.

GROUND FORS FOR EVICTION

Any of the following shall constitute grounds for termination of tenancy and eviction, upon such notice and pursuant to such proceedings as may be provided by law and in force from time to time.

- 35. Failure of the tenant to comply with local ordinances and state laws and regulations relating to mobilehomes within a reasonable time after the Tenants receive a notice of noncompliance from the appropriate government agency.
- 36. Conduct of the Tenant, upon the Mobilehome Park Premises which constitutes a substantial annoyance to other Tenants.
- 37. Failure of the Tenant to comply with reasonable Rules and Regulations of the Mobilehome Park or for nonpayment of rent, utility charges, or reasonable incidental service charges.
- 38. Condemnation or change of use of the Mobilehome Park.
- 39. Violation of any Federal, State or Local law, statute or ordinance (regulation promulgated under any such law, statute or ordinance) which adversely affects, or is detrimental to; the health, safety, or welfare of Tenants in the Park.
- 40. The breach or violation of any provision of the Rental Agreement.
- 41. Any other basis or grounds now or hereinafter provided by law. In any event no action will be taken which is not in compliance with California Civil Code Provisions relating to Mobilehome Park residency.

HAZARDOUS MATERIALS

42. State Law requires you to give written notice to the Landlord if you discover the presence or suspected presence of any hazardous substance on or beneath the space you are renting. There are civil penalties for failure to do so.

Management reserves the right to prosecute Tenants and terminate tenancies of those Tenants who cause hazardous substances to be located on or beneath the mobilehome space.

ZONING AND CONDITIONAL USE PERMIT INFORMATION

The following information is being supplied to all Tenants in accordance with the requirements of section 798.27 of the Mobilehome Residency Law which went into effect on January 1, 1981.

- 43. The nature of the zoning under which the Park operates is as follows: **Zone RC**
- 44. The date of expiration or renewal of any conditional use or other permit required to operate the Park which are subject to expiration or renewal are as follows: **2060**
- 45. The duration of any lease of the Park or any portion thereof, in which the Landlord is a lessee is as follows: **75 Years**
- 46. If a change occurs concerning the zoning permit under which the Park operates or a lease in which the Landlord is a lessee, all Tenants shall be given written notice within thirty (30) days of such change.

ENFORCEMENT OF RULES AND REGULATIONS

From time to time, the Mobilehome Residency Law may be amended. Accordingly, should the Mobilehome Residency Law be changed to invalidate or modify the Tenant's obligations under these Rules and Regulations, such changes shall be deemed to be automatically applicable to these rules and regulations.

Management will make every effort to enforce all of its Rules and Regulations and conditions of tenancy applicable to residency in the Park equally. However, Tenant agrees that the enforcement of those rules, regulations and conditions of tenancy are a private matter between the management and the affected Tenant and the enforcement, or lack thereof, will not result in any damage or claim by any Tenant in the Park. Tenant hereby acknowledges that he is not a third party beneficiary of any other lease or Rules and Regulation between management and any other Tenant in the Park.

Date: _____

TENANT SIGNATURE

Tenant: _____

Tenant: _____

Landlord: **Westwind Estates** _____

By: _____