

EFFECTIVE DATE: SEPTEMBER 1, 2014

RULES AND REGULATIONS

of

CAMANCHE SOUTH SHORE MOBILEHOME PARK

Equal Housing Opportunity

**We do business in accordance with
the Federal Fair Housing Law**

**It is illegal to discriminate against any person
because of race, color, religion, sex,
handicap, familial status, or national origin**

**Camanche South Shore Mobilehome Park
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Burson, California 95225
(209) 763-5121**

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1. INTRODUCTION.

Our Rules and Regulations have been developed as a basis for good relations within Camanche South Shore Mobilehome Park. Because ours is a mobilehome community, it has unique conditions which must be recognized and dealt with in a fair and reasonable manner, and applied and complied with on an impartial basis.

The following Rules and Regulations are a part of your Rental Agreement. Please read the Rules and Regulations carefully and keep them on file as they constitute a binding agreement between you and Park Management. Furthermore, the regulations contained in these Rules and Regulations will apply to any legal owner, registered owner, junior lienholder, heir, joint tenant, or personal representative of the estate of Resident or any other person or party who gains ownership of Resident's mobilehome pursuant to the Mobilehome Residency Law or other California law. Park Management will interpret and enforce these Rules and Regulations in a reasonable manner.

2. COMMUNITY STATUS.

Camanche South Shore Mobilehome Park is an all-age community with no minimum age requirements for Residents.

3. DEFINITIONS.

The definitions set forth below shall apply unless the context indicates that a different meaning is intended:

- A. "Park" means Camanche South Shore Mobilehome Park.
- B. "EBMUD," "District" and "Park Owner" means East Bay Municipal Utility District, the holder of the fee simple interest in the Park (including EBMUD's, directors, representatives, officers, manager, employees, and agents other than "Park Operator").
- C. "Park Operator" means the concessionaire of the Park (including the concessionaire's, directors, representatives, officers, managers, employees, and agents).
- D. "Park Management" means the "Park Operator" and the "Park Owner" acting in joint capacity.
- E. "Resident" is a homeowner or other person who lawfully occupies a mobilehome. A prospective homeowner, purchaser, or those persons listed on the last page of the Rental Agreement as "Lessee" who have not been approved for tenancy by the Park and have

not closed escrow on the mobilehome occupying the homesite shall not be deemed a "Resident."

F. "Guests" includes all of Resident's agents, employees, persons sharing the homesite pursuant to Civil Code §§ 798.34(b), (c), or (d), invitees, permittees or licensees or other persons in the Park or on the homesite at the invitation, request or tolerance of Resident; such persons do not have the right to occupy Resident's mobilehome as a member of Resident's immediate family as defined by Civil Code § 798.35. "Guests" also include any Residents who are not homeowners.

G. "Common Facilities of the Park", "Park Facilities", and "Common Areas" are those facilities of the Park generally available for use to Residents and their guests without application of fee, and include the recreation hall (subject to prior reservation), coin operated laundry, day use areas, boat ramp and adjacent courtesy docks (limited to one resident's boat as on file at Park office), Resident access to Camanche Reservoir, streets and street lights, guest parking, children's playgrounds, and basketball and tennis courts. Please note: Many of the Park's Common Facilities/Areas have hours of daily closure which are posted on site. Further, all of the Park's Common Facilities/Areas are subject to closure from time to time for safety and/or maintenance purposes.

H. "Homesite" means the real property rented to Homeowner by Park Management. The boundaries of the real property rented to Homeowner shall be the lesser of either (1) the lot lines as determined by a governmentally approved survey or by a recorded plot plan and (2) the apparent physical boundaries of the Homesite as they exist at the time of execution of Homeowner's Rental Agreement. However, if the minimum area necessary to comply with setback requirements of state and local agencies comprises a smaller area than stated above, then this smaller area shall comprise the "Homesite."

I. "Mobilehome Residency Law" means those provisions of the California Civil Code Sections 798 et seq. which are known as the "Mobilehome Residency Law" (including any and all amendments, Deletions or modifications).

J. "Park Management's approval," "approval of Park Management," "Park Management's consent," "consent of Park Management," or other similar terms as used in these Rules and Regulations or in other documents referred to in these Rules and Regulations, means that the Park Management's prior written approval must have been obtained by Resident before Resident

commences any such action requiring Park Management's approval. If Park Management's prior written approval is required, Resident shall submit a written request to the Park Operator at the Park Office that describes the action Resident proposes to take and requests Park Management to give prior written approval.

K. "Accessory Building or Structure" means any awning, awning enclosure, window awning, cabana, ramada, storage cabinet, storage building, earthquake bracing, driveway, antenna, satellite dish, spa, greenhouse, garage, carport, fence, stairway, porch, patio, or any other building or structure, established on a specific lot for the use of the occupant of a unit.

4. COMPLIANCE WITH LAW AND RULES AND REGULATIONS.

A. Residents and guests have the right to use the Homesite and Park Facilities only if they comply with these Rules and Regulations and the other provisions of the Park's residency documents. Park Management reserves the right to implement seasonal closures of Park Facilities for the purposes of resource recovery and/or maintenance.

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

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

D. Resident must recognize that Park Management will not be responsible to Resident for normal, day-to-day disturbances that may result from the close proximity of other Residents and persons within the Park. Park Management will not be liable to Resident for monitoring each routine disturbance, disagreement or minor

problem that may occur between neighbors. If Resident is unreasonably disturbed or bothered by the activity of another Resident or the guest of another Resident, Resident should attempt to reasonably resolve any such problem.

E. Any violation of the Rules and Regulations shall be deemed a public nuisance. Homeowner agrees that a breach of any of the Rules and Regulations cannot reasonably or adequately be compensated in damages in an action of law and, therefore, Park Management shall be entitled to injunctive relief including, but not limited to, restraining Resident from continuing to breach any such rules or regulations, term, or condition, or to allow a condition violative of a rule or regulation, term or condition to exist or continue to exist.

F. Violation of these Rules and Regulations may be cause for termination of tenancy in the Park pursuant to the provisions of the Mobilehome Residency law. Resident eviction or citation may also take place in accordance with applicable law and the access revocation provision in the EBMUD Watershed Rules and Regulations. **Copies of the Watershed Rules and Regulations are available at the Park office.**

5. GUESTS.

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

B. Park Management reserves the right to determine whether the Park's recreational and other facilities can accommodate all the Residents and their guests; therefore, Park Management may refuse any guest access to said facilities if the guest's presence would unreasonably detract from the use and enjoyment of these facilities by other Residents and guests who are then using the facilities.

C. All guests must be accompanied by their host Resident at all times when using any of the recreational facilities, unless guest has completed payment of the respective vehicle charge established by the District. Violators are subject to citation under Watershed Rules and Regulations section 4.03

D. If Resident will not be present, then no guests may occupy or otherwise use Resident's mobilehome without Park Management's consent. A registered guest may be permitted to occupy Resident's mobilehome and to use the Park's recreational facilities.

6. MOBILEHOME STANDARDS.

A. General Standards

(1) Mobilehomes. Only “mobilehomes” as defined in Health and Safety Code Section 18008 are permitted in the Park. “Factory built housing,” “multi-unit manufactured housing,” and “recreational vehicles” as defined in Health and Safety Code Section 18010, and “commercial coaches” as defined in Health and Safety Code 18001.8 are not permitted.

(2) Mobilehomes may only be set on concrete or steel piers: no perimeter foundations are allowed.

(3) Mobilehome Sizes. Only single story mobilehomes will be permitted.

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

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

(6) Existing mobilehomes and homesite accessory buildings and structures that meet all federal, state and local laws but do not meet Park Standards may petition Park Management for an exemption.

B. Standards for Incoming Mobilehomes

(1) Mobilehome Sizes. All mobilehomes in the Park shall conform in size to the requirements of the homesite on which they are placed as established by Park Management. Placement of mobilehomes shall be determined by Park Management. Plans for replacement of mobilehome must be submitted as part of the Building Request Process and after receiving a Notice to Proceed, all appropriate permits must be obtained by the Resident from the proper State or Local governmental agencies prior to commencement of any work on the site.

(2) No mobilehome shall be placed on a lot in a manner that will result in interference with access to utility infrastructure.

(3) Mobilehome Condition. Only new mobilehomes will be approved for installation.

(4) Mobilehome Quality. All incoming mobile homes must meet the following minimum quality standards:

(a) Building design. Some front exterior trim; windows are crank awning or horizontal sliding; doors either sliding glass or house-type metal or wood with window; back door metal or wood.

(b) Frame. Medium steel beam undercarriage with outrigger and cross members.

(c) Roof. Corrugated or ribbed metal roofing, typically sloped or arched, with front overhang. May be engineered truss system with sheathing or composite shingles, 3 or 4 in 12 pitch, with moderate to 16" overhang. Roofs shall be non-reflective material in a Park Management pre-approved color. No wood is allowed.

(d) Siding. Pre-finished vertical or shiplap aluminum or hardboard with 2" X 4" wall. Adequate fenestrations with some trim. The exterior of each mobile home unit shall be non-reflective material in a Park Management pre-approved color.

(5) Electrical Appliances. Due to the potential for overloading of the Park's electrical system, the installation of electric heat pumps and other major appliances must be approved by Park Management prior to installation. Park Management may require removal of any appliances (including, but not limited to, air conditioning units) that, in Park Management's reasonable discretion, adversely affect the utility systems of the Park.

(6) Accessory Buildings and Structures. The installation of all appliances, accessory buildings and structures on incoming mobilehomes by Resident shall be completed within thirty (30) days of the date Resident signs the Park's rental agreement or first occupies the mobilehome, whichever is earlier.

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

equipment and structures must comply with all federal, state and local laws and ordinances, including, but not limited to, Title 25 of the California Code of Regulations.

(b) All accessory buildings and structures must comply with the Accessory Building and Structures Standards in Attachment A.

(c) All construction, remodeling or alterations to mobilehomes and accessory buildings and structures must be approved via the current Building Request Process (Attachment B). Plans for building, remodeling or alterations, including but not limited to masonry work, trellises, awnings, and other structural additions and/or improvements, must be submitted as part of the Building Request Process. After receiving a Notice to Proceed, all appropriate permits must be obtained by the Resident from the proper State or Local governmental agencies prior to commencement of work. A copy of such permit(s) shall be given to Park Management. All work on any single project must be completed within ninety (90) days unless alternative arrangements have been made with Park Management.

(d) Only accessory buildings and structures that are prefabricated or otherwise manufactured may be installed on Resident's homesite. No "homemade" structure is permitted, but accessory equipment and structures that are constructed to the standards of the appropriate governmental codes may be permitted with prior written approval of Park Management.

(e) Any accessory building or structure not in compliance with the Park's Accessory Building and Structures Standards in Attachment A shall be removed by Resident within fourteen (14) days of receipt of written notice.

C. Standards for Existing Mobilehomes

(1) Siding. The exterior of each mobile home unit shall be non-reflective material of Park Management pre-approved color. The exterior finish shall not be faded, peeling, flaking, chipping, or deteriorated in any other manner that detracts from the aesthetic beauty of the Park. Siding shall be free of rot and rust and uniform in appearance. Exterior shall be free

of any condition that might admit rain or moisture to the interior portions of the walls or to the occupied spaces.

(2) Roof. Roofs shall be composition shingle, aluminum, or other material approved by Park Management and shall be non-reflective white, gray, or brown. No wood is allowed. All metal roofs shall be painted with a non-reflective white, gray or brown paint of Park Management pre-approved color. The exterior finish shall not be faded, peeling, flaking, chipping, or deteriorated in any other manner that detracts from the aesthetic beauty of the Park. Roof shall be structurally sound with no obvious defects which might admit rain or cause moisture to collect on the interior portions of the structure. Roof shall be free of rot and rust and uniform in appearance.

(3) Windows and Doors. Every window, door and frame shall be in sound condition, good repair and weather tight. All windows can be opened to the outdoors and all glazing shall be free of cracks and holes. Only glass shall be used in windows. Doors, window trim/shutters shall not be faded, peeling, flaking, chipping, or deteriorated in any other manner that detracts from the aesthetic beauty of the Park. Doors shall be structurally sound with no obvious defects which might admit rain or cause moisture to collect on the interior portions of the structure. Doors shall be free of rot and rust and uniform in appearance. Doors and window trim/shutters shall be of Park Management pre-approved color and shall match.

(4) Skirting. Skirting material shall be of composite (e.g., Hardiplank), fiber cement, vinyl, masonry, stone, or wood. Wood skirting shall be of approved wood of natural resistance to decay, such as cedar, redwood or treated wood. Wood skirting may be of an unfinished natural material with subdued earth tones which are unobtrusive, blend with the natural background and complement the unit. Other skirting material shall be painted with Park Management pre-approved color. Skirting shall have a removable access panel not less than four (4) square feet in size (with no dimension less than eighteen (18) inches; such access panel must be kept closed. Park Management may specify location of opening relative to utility access. There must also be sufficient opening for cross-ventilation in the

area beneath Resident's mobilehome, pursuant to Title 25 of the California Code of Regulations.

(5) New Accessory Buildings and Structures. The installation of all appliances, accessory buildings and structures by Resident shall be completed within ninety (90) days of the date Resident receives notice to proceed from Park Management.

(a) Building permits, licenses and other similar permission from government or quasi-governmental bodies or agencies must be obtained, if so required, before any installation or construction of accessory equipment and structures. All such equipment and structures must comply with all federal, state and local laws and ordinances, including, but not limited to, Title 25 of the California Code of Regulations.

(b) All accessory buildings and structures must comply with the Accessory Building and Structures Standards in Attachment A.

(c) All construction, remodeling or alterations to mobilehomes and accessory buildings and structures must be approved via the current Building Request Process (Attachment B). Plans for building, remodeling or alterations including but not limited to masonry work, trellises, awnings, and other structural additions and/or improvements, must be submitted as part of the Building Request Process. After receiving a Notice to Proceed, all appropriate permits must be obtained by the Resident from the proper State or Local governmental agencies prior to commencement of work. A copy of such permit(s) shall be given to Park Management. All work on any single project must be completed within ninety (90) days unless alternative arrangements have been made with Park Management.

(d) Only accessory buildings and structures which are prefabricated or otherwise manufactured may be installed on Resident's homesite. No "homemade" structure is permitted, but accessory equipment and structures which are constructed to the standards of the appropriate governmental codes may be permitted with prior written approval of Park Management.

(e) Any new accessory building or structure not in compliance with the Park Rules and Regulations shall be removed by Resident within fourteen (14) days of receipt of written notice.

(6) Existing Accessory Buildings and Structures.

(a) All accessory buildings and structures must comply with the Accessory Building and Structures Standards in Attachment A.

(b) Any accessory building or structure not in compliance with the Park's Accessory Building and Structures Standards in Attachment A shall be removed, or repaired/replaced to meet the standards within ninety (90) days of receipt of written notice from Park Management. Homeowner may petition Park Management for a time extension or exemption.

(c) All construction, remodeling or alterations to mobilehomes and accessory buildings and structures must be approved via the current Building Request Process (Attachment B). Plans for building, remodeling or alterations including but not limited to masonry work, trellises, awnings, and other structural additions and/or improvements, must be submitted as part of the Building Request Process. After receiving a Notice to Proceed, all appropriate permits must be obtained by the Resident from the proper State or Local governmental agencies prior to commencement of work. A copy of such permit(s) shall be given to Park Management. All work on any single project must be completed within ninety (90) days unless alternative arrangements have been made with Park Management.

(d) Only accessory buildings and structures that are prefabricated or otherwise manufactured may be installed on Resident's homesite. No "homemade" structure is permitted, but accessory buildings and structures which are constructed to the standards of the appropriate governmental codes may be permitted with prior written approval of Park Management.

7. LANDSCAPING.

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

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

(1) All changes made by Residents already residing in the Park must be completed within ninety (90) days of written approval.

(2) Any landscaping which has been installed by Resident without Park Management written approval and/or in violation of these Rules and Regulations must be removed by Resident within ten (10) days of written notice.

(3) Any irrigation system must have prior written approval of Park Management.

(4) Resident is cautioned that there are homesites within the Park which may have landscaping which no longer conforms with present Park standards and regulations. Therefore, Resident may not assume Resident's plans will be approved because the plans conform to existing landscaping.

C. The following general landscaping standards are provided only to assist Residents in their preliminary planning:

(1) Only live plants may be used.

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

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

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

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

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

(7) No planting of trees or shrubs is permitted without written approval of Park Management. Park Management retains the option to determine the location of and the type of tree or shrub which may be planted. In no event may any tree be planted within six feet (6') of any lot line or in the vicinity of any underground utility system. Resident becomes responsible for future care and upkeep of approved **non-native** trees/shrubs including routine pruning and removal upon decline or death.

(8) No plant, tree, or shrub may be planted that has a root structure that may cause any damage, including, but not limited to, cracking or buckling of streets, driveways or other community facilities or which may interfere with any underground utility system.

(9) Small vegetable or fruit gardens not to exceed one hundred square feet (100 ft²) are permissible subject to written approval by Park Management in the rear of the homesite providing it is out of view from the Park streets. Resident must contact Park Management to determine whether the vegetables or plants they intend to plant are permissible, as several varieties of plants that may infringe on a neighbor's property, or are unsightly, are expressly prohibited.

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

(11) The existing drainage pattern and grading of the homesite may not be changed without Park Management's written approval. Resident is responsible for insuring that water does not puddle or stand and drains away from Resident's mobilehome, but not onto other homesites or common areas. Resident may be required to correct improper drainage at Resident's expense, including, but not limited to, re-leveling or otherwise adjusting Resident's mobilehome or repairing and/or replacing any improvements.

D. All landscaping, including, but not limited to, shrubs, vines, bushes and lawns, shall be well maintained by Resident. Such maintenance shall include, but not be limited to:

(1) The frequent mowing of any lawns, at least once each week or as needed.

(2) Keeping homesite free of weeds and debris at all times.

(3) The trimming of all shrubs, vines and bushes in a manner that maintains an attractive shape and prevents such plants from blocking a neighbor's view or from being excessively high or brushing against a neighbor's mobilehome or awning. In no event shall Resident's landscaping be allowed to overhang onto another Resident's homesite or any common areas of the Park, to exceed the height of Resident's mobilehome, or to obscure the vision of persons driving in the Park.

(4) Residents have permission to perform light pruning on non-native trees within the confines of their own lot. Any extensive pruning of non-native trees, and all pruning of native trees will be performed by Park Management at their discretion.

(5) Resident shall report in writing to Park Management any tree that poses a specific hazard or health and safety violation; upon such a determination, Park Management shall be responsible for the pruning, trimming and/or removal of such tree.

(6) When vacationing or absent for any other reason, it is the responsibility of the Resident to arrange for someone to water and to maintain the homesite.

(7) Resident must be careful when using water to maintain Resident's landscaping. To prevent the waste of water, nuisance to other Residents, or damage to the roadway, water must be conserved and not permitted to overflow into the Park's streets or onto the yards of neighboring Residents.

8. GENERAL MAINTENANCE OF HOMESITE.

A. Fire Protection. Residents are required to maintain defensible space within the boundaries of their lot by removing and clearing away all flammable vegetation and other combustible growth pursuant to Public Resource Code § 4291(a). Residents will be required to have accessible on their homesite a garden hose with a minimum diameter of 5/8-inch and a length of 75 feet. This hose may be needed and should be available at all times for fire protection. Except for barbeques or appliances installed in the mobilehome, no fires are permitted.

B. Storage. Storage of anything beneath, behind or on the outside of the mobilehome is prohibited. This includes, but is not limited to,

storage of boxes, trunks, wood, pipe, bottles, garden tools, mops, ladders, paint cans or any item which is unsightly in appearance.

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

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

C. Maintenance and Appearance of Homesite. Resident shall at all times maintain Resident's mobilehome and homesite in a clean and sanitary condition, and shall cause all rubbish and other debris to be removed from Resident's mobilehome and homesite on a regular basis. Resident is financially responsible to maintain, repair and replace (as necessary) Resident's mobilehome and all accessory equipment and structures, and Resident must keep these items in good condition and repair at all times. Resident's obligation applies, without limitation, to the following: Resident's mobilehome; all accessory buildings and structures; walkways; plantings; any banks or slopes located on Resident's homesite; any utility connecting lines from the meter or utility pedestal to Resident's mobilehome.

(1) Exterior Painting. The exterior paint on Resident's mobilehome, accessory structures and equipment shall be properly maintained. Proper maintenance shall include, but not be limited to, the repainting of the exterior whenever the paint begins to fade, peel, flake, chip or deteriorate in any other manner that detracts from the aesthetic beauty of the Park. Written approval must be obtained from Park Management prior to any painting. Any change in color requires advance written approval of Park Management.

(2) Concrete. All concrete, asphalt and other surfaces shall be kept clean and maintained free of oil and all other sticky or oily substances.

(3) Driveway and Street Area. Individual driveway maintenance shall be Resident's responsibility. Residents shall keep the street area in front of their homesite free from debris.

(4) Damage. If any portion of the exterior of the mobilehome or its accessory equipment, structures, or appliances or the homesite are damaged, the damage must be repaired or replaced within thirty (30) days. This includes, but is not limited to, damage to the siding, awning supports, down spouts,

skirting, porch or storage cabinet. If Resident's mobilehome has not been repaired, reconstructed, or restored within a reasonable time after work has been commenced on it, then Resident shall remove the mobilehome from the Park at Resident's expense. Upon such removal, Resident shall continue to be bound to perform all of Resident's obligations under the Rental Agreement, unless Resident has given Park Management sixty (60) days' written notice that Resident is vacating the tenancy.

D. Dangerous Materials. Anything which creates a threat to health and safety shall not be permitted on the homesite. No flammable, combustible, or explosive fluid, material, chemical or substances (except those customarily used for normal household purposes which shall be properly stored within the mobilehome and/or storage cabinet) may be stored on the homesite and then only in quantities reasonably necessary for normal household purposes.

E. Sanitary Sewer Prohibitions. The following discharges are prohibited:

- (1) No discharges on the ground (including greywater) that may cause detrimental environmental impact or a nuisance.
- (2) No discharges to the sanitary sewer system that causes obstruction of flow (diapers, grease, cobbles, solids) or damage to the sewerage facilities.
- (3) No construction of appurtenances that cause conditions inhibiting or preventing effective maintenance of the sanitary sewer system.
- (4) No disposal via the toilet or sink drain of non-household waste or material that is:
 - (a) TOXIC – capable of producing injury, illness or damage to humans, livestock or wildlife through ingestion, inhalation or absorption through any body surface,
 - (b) CORROSIVE – capable of destroying by chemical action living tissue through contact,
 - (c) IRRITANTS – capable of causing a local inflammatory reaction,
 - (d) STRONG SENSITIZERS – capable of causing allergic or hypersensitive reactions,

(e) FLAMMABLE – capable of burning during normal handling and which may produce harmful gas or particles.

(5) No person shall discharge waste into the sewerage facilities, which causes, threatens to cause, or is capable of causing, either alone or by interaction with other substances:

(a) Interference with the wastewater treatment process, or overloading of the sewerage facilities, or excessive collection or treatment costs, or use of a disproportionate share of the capacity of the sewerage facilities;

(b) Interference with any wastewater reclamation process, which does or may operate in conjunction with the sewerage facilities, or overloading, or a breakdown of such reclamation process, or excessive reclamation costs, or any product of the treatment process which renders such reclamation process impracticable or not feasible under normal operating conditions;

(c) A detrimental environmental impact, or a nuisance wherever located, or a condition unacceptable to any public agency having regulatory jurisdiction over operation of the sewerage facilities;

(d) Discoloration, or any other adverse condition in the quality of the effluent from the sewerage facilities such that receiving water quality requirements established by any statute, rule, regulation, ordinance, or permit condition cannot be met by the District;

(e) Conditions at or near the sewerage facilities, or any portion thereof, which cause, or may cause, the District to be in violation of the requirements of law.

(f) Pollutants introduced into the sewerage facilities that pass through or interfere with the operation or performance of the sewerage facilities.

(g) Any substance, which will cause the sewerage facilities to violate its National Pollutant Discharge Elimination System and/or State Waste Discharge Requirements permit(s) or the receiving water quality standards.

F. Utilities and Utility Pedestals. Each homesite is provided with hookups for water, electricity, and sewer. Electrical service is limited to 100 amps and 240/120 volts per homesite. Tampering with or altering utility service, meters or connections is strictly prohibited. Park Management is not responsible for damage due to interruptions of electrical service. Electrical service is provided by P. G. & E. Utility pedestals, water and utility hookups must be accessible at all times. To avoid damage to underground utilities, Resident must have Park Management's written approval before digging or driving rods or stakes into the ground. Resident shall bear the cost of repairs to any utilities or Park property damaged by Residents or Guests. If one of the Park's water shut-off valves is located on Resident's homesite, it must be kept uncovered and accessible at all times. Resident shall not connect, except through existing electrical or natural gas outlets or water pipes on the homesite, any apparatus or device for the purposes of using electric current, natural gas or water. All drain and line connections must be gas and water tight.

G. Licenses and Fees. All mobilehomes within the Park must bear an appropriate license decal if issued by the appropriate agency. Any fee, tax or registration charge for Resident's mobilehome by any county, state or federal agency must be paid by Resident. Resident shall provide to Park Management, on three (3) days' written notice, a copy of the registration card issued by the approving agency for the mobilehome occupying the Resident's homesite.

H. Exterior Lighting. Any light bulb used on the exterior of Resident's mobilehome may only be a maximum of 60 watts and must be aimed only to portions of Resident's homesite, and not to any other Resident's homesite or mobilehome. Only UL approved Christmas lights and decorations shall be used on Resident's homesite. Any decoration and/or lights used on the outside of Resident's mobilehome must be UL approved and are subject to Park Management's approval. Christmas lights and decorations may be displayed only after Thanksgiving, but no later than mid-January; in no event may Christmas lighting and decorations be left up any other time of the year.

I. Mailboxes. Mail is delivered to a central mailbox facility in the Park. Resident's mailbox is assigned by Park Management and must be emptied by Resident on a timely basis.

J. Garbage and Trash Disposal. Garbage must be wrapped and, with other refuse, must be placed in plastic trash bags and kept inside the mobilehome or storage cabinet until deposited in the

designated disposal bins. Sanitary and health laws must be obeyed at all times. Construction materials and combustible, noxious, or hazardous materials shall be removed from the Park by Resident and not placed in bins. Lids on the disposal bins are to be closed. Materials must not be left outside of the bins. Bringing trash from outside the Park to dump in the Park's disposal bins is not permitted. Trash will be picked up periodically by the local refuse hauler. Stations for collecting recyclable material are located throughout the Recreation Areas.

9. WATER CONSERVATION.

- A. Resident shall not waste potable water supplied by the water systems in the mobilehome park and recreation areas, and shall comply with any water use restrictions or prohibitions imposed by Park Management during a declared water shortage emergency.
- B. Washing cars, boats, trailers, or other vehicles by hose without a shutoff nozzle is prohibited.
- C. Washing any sidewalks, walkways, driveways, or patios by hose is prohibited.
- D. Overhead irrigation of lawns or gardens is prohibited between the hours of 11:00 am and 7:00 pm.
- E. Watering lawns, gardens, or landscaping at any time in a manner that causes runoff in a street, gutter, or drainage way is expressly prohibited.
- F. Water waste is also a violation of EBMUD's Watershed Rules and Regulations section 10.23 and is therefore subject to citation.

10. FIXTURES.

Resident is exclusively responsible for the maintenance of all accessory buildings and structures or other improvements (hereinafter "fixtures") permanently attached to Resident's mobilehome or embedded in the ground at Resident's homesite whether installed by Resident or pre-existing as of the date of commencement of Resident's tenancy. Resident shall insure that such fixtures are kept in a safe condition and comply with these Rules and Regulations, and Resident shall prevent the deterioration of any fixture and shall be liable for any damage caused by Resident's lack of proper maintenance respecting such fixtures.

- A. Upon the sale of Resident's mobilehome, Park Management may require the seller to repair improve of the exterior of the mobilehome and/or its accessory buildings and structures to comply with local ordinances or state statutes of regulations, or to comply with the then current Rules and Regulations that

implements or enforces local or state ordinances, statutes or regulations relating to mobilehomes. Within ten (10) days of Resident's written notification to Park Management of Resident's intent to sell Resident's mobilehome, Park Management will provide a written summary of required repairs and/or improvements.

B. All landscaping and structures or other improvements permanently attached to or embedded in the ground shall become a part of the realty upon their installation and belong to EBMUD. Upon Resident vacating the homesite, such improvements shall remain upon and be surrendered with the homesite. Park Management may, however, at its sole option, permit or require Resident to remove, at Resident's own expense, said improvements. Resident shall repair any damage to the homesite caused by the removal, including, but not limited to, the filling in and leveling of holes or depressions and shall leave the homesite in a neat and uncluttered condition with the Park's original engineered grade intact.

11. ADVERTISEMENTS.

A. All exterior advertising flags, including, but not limited to, open house signs and garage sale signs, are prohibited. However, Resident may place a sign in the window of the mobilehome, on the side of the mobilehome or in front of the mobilehome facing the street stating that the mobilehome is for sale or exchange. Such sign shall not exceed the dimensions permitted by the Mobilehome Residency Law; such sign shall state only the name, address and telephone number of the owner of the mobilehome or Resident's agent.

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

C. "Patio sales," "moving sales," and "yard sales" are expressly prohibited.

12. RECREATIONAL FACILITIES.

A. Residents will be given copies of the Watershed Rules and Regulations regarding the use of the area and its facilities. All of those Watershed Rules and Regulations are incorporated herein by reference. All Residents, guests and visitors are subject to provisions of the Watershed Rules and Regulations unless expressly provided for in the terms and conditions of their Rental Agreement.

B. Facilities other than Common Facilities of the Park require payment of established fees. Many of the Park's Common Facilities/Areas have hours of daily closure which are posted onsite. Further, all of the Park's Common Facilities/Areas are subject to closure from time to time for safety and/or maintenance purposes.

C. Hours for the recreational facilities and additional rules and regulations governing the use of the recreational facilities are posted in and about the facilities and are incorporated into these Rules and Regulations by reference.

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

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

F. Residents wishing to reserve the clubhouse or rooms in the clubhouse for private parties, meetings or other functions must apply by making arrangements with Park Operator two (2) weeks in advance. Should the date not conflict with any other applications, social events or planned use of the facilities and upon approval by the Park Operator, the request will be granted. During such a scheduled event or party, the reserved clubhouse facilities will not be available to other Residents and their guests. There will be no charge for the use of the clubhouse; however, Resident will be required to pay for any damage that may occur. Those scheduling the function will be responsible for normal cleanup immediately after the event or party. All such functions must be carried on in full compliance with these Rules and Regulations and the other residency documents of the Park. Resident will, therefore, be required to provide Park Operator with information relating to the function so that Park Operator may evaluate the function.

13. LAUNDRY FACILITIES.

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

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

14. PARKING.

A. Only "permitted vehicles," up to a total of two (2), may be parked at Resident's homesite. All of Resident's vehicles defined as "other vehicles" or in excess of two (2) in number must be parked outside of the Park. Notwithstanding this restriction, a third vehicle may be parked at the homesite provided space is adequate and resident has obtained written approval from Park Management.

(1) "Permitted vehicles" specifically include sports cars, coupes, sedans, vans, station wagons, pickup trucks, or sport utility vehicles. One vehicle may be replaced with a trailered vessel less than twenty-eight feet (28') in length, subject to Park approval and vessel registration at Park Office. Not included as permitted vehicles are "other vehicles" such as campers, buses, trucks and other commercial vehicles of every kind and description, trailers (except the mobilehome occupied by Resident), "RVs," dune buggies, motor scooters, minibikes, mopeds and other two and three wheeled motorized or self-propelled transportation.

(2) A pickup truck or van may not, without Park Management's consent, be substituted for one of the two permitted vehicles if it is equipped with exterior racks, storage containers or compartments or other similar devices or contains tools or equipment which are mounted on the outside of the vehicle or are otherwise visible from the street or adjacent mobilehomes.

(3) Notwithstanding anything contained herein to the contrary, one (1) motorcycle, one (1) golf cart, and/or one Neighborhood Electric Vehicle may be parked at Resident's homesite if used by Resident on a regular basis. The permission to park a motorcycle does not relieve Resident of the obligation to abide by all other rules and regulations relating to motorcycles.

B. Parking is permitted only in designated areas. No parking is permitted on the streets of the Park.

C. Vehicles parked at Resident's homesite may only be parked on the driveway, and not on the landscaped or other areas of the homesite. Parking is not permitted on vacant homesites.

D. Guests may only park in designated guest parking spaces or on the host Resident's homesite. Because of the limited parking facilities, traffic congestion and noise, Park Management reserves

the right to restrict the number of guests bringing automobiles or other vehicles into the Park.

E. Resident may use the guest parking if the Resident is using the recreational facilities. Otherwise, Resident may not park in spaces designated for guests without Park Management's approval.

F. Any vehicle parked in violation of these Rules and Regulations or in violation of signs posted throughout the Park may be cited and/or towed from the Park at the expense of the vehicle's owner pursuant to Civil Code 798.28.5.

G. Sleeping in vehicles is prohibited.

H. No vehicle (as defined by California Vehicle Code §670) may be "stored" on the homesite. "Storage" shall include, but not be limited to, the parking of an inoperative or currently unregistered vehicle for a period exceeding two (2) weeks or the parking of any vehicle for the purpose of selling those vehicles as part of a commercial activity.

I. No permanent parking of trailers (except boats where permitted), trucks, or Recreational Vehicles is permitted in the driveways. Permanent parking shall include, but not be limited to, parking for a period exceeding 24-hours or parking on the homesite more than five (5) times in any one month, except for short periods (1 hour) for loading and unloading. Connection of RVs to the site utilities at any time is strictly prohibited.

15. MOTOR VEHICLES AND BICYCLES.

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

B. Vehicle/vessel painting and major repairs will not be allowed. Minor vehicle/vessel repairs and routine maintenance (e.g. oil changing, motor tuning, small parts replacement) will be allowed provided the repairs can be completed within 24 hours.

C. Cars may be washed in the driveway or carport area of Resident's homesite.

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

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

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

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

H. Motorcycles, motor scooters, mopeds or other two and three wheel motorized vehicles, and golf carts must be equipped with mufflers or other necessary noise suppressing devices. Furthermore, all such vehicles shall be licensed street legal and driven by a licensed driver only.

I. Bicycles may only be driven on the roadways and not on sidewalks, grass, vacant homesites or any other paved area. Bicycles must obey the same traffic regulations as cars.

J. If driven at night or at dusk, bicycles must be equipped with a light on the front and a reflector in the rear.

K. All bicycle riders under the age of 18 must wear an approved bicycle helmet as per California Vehicle Code.

L. Vehicles and vessels are not permitted in the Park unless they are regularly maintained in normal operating condition and are neat and clean in appearance. This includes, but is not limited to, vehicles whose exterior appearance has deteriorated to a point where they are unsightly and detract from the appearance of the Park, or vehicles which contain unsightly loads that are visible to other persons.

16. ENTRY GATE.

A. An entry gate is provided at the Recreation Park entrance. The entry gate may be removed by the Park Management at Park Management's option. This gate is not intended as a "security gate" and does not imply any additional security. Residents are cautioned to maintain their own security precautions as Park Management is not responsible for any intrusion in or on Resident's homesite, mobilehome, personal property or person.

B. Entrance gate entry permit stickers will be issued to Residents only, for use on resident-owned vehicles. If Resident sells or trades a vehicle which presently has an entry sticker, the sticker must be removed and returned to the Park Office before a sticker will be issued for Resident's new vehicle.

C. All vehicles in Park must display a valid and current entry permit sticker **or temporary visitor pass. The sticker or pass must be clearly displayed on the front driver's side of the vehicle.**

17. CONDUCT.

A. Actions by any person of any nature which may be dangerous or may create a health and safety problem or disturb others are not permitted. This includes, but is not limited to, any unusual, disturbing or excessive noise, intoxication, quarreling, threatening, fighting, immoral or illegal conduct, profanity, or rude, boisterous, objectionable or abusive language or conduct. The use or display of any weapon, including, but not limited to, a bow and arrow, BB guns, knives, fireworks and guns are expressly forbidden. Persons under the influence of alcohol or any other substance shall not be permitted in any area of the Park which is generally open to Residents and their guests.

B. Radios, televisions, record players, musical instruments and other devices must be used so as not to disturb others. "Ham" or "CB" radios or other radio transmitters may not be operated in the Park.

C. Residents and their guests shall not encroach or trespass on any other Resident's homesite or upon any area which is not open for general use by Residents and their guests. All Park property which is not for the use of Residents and their guests, including, but not limited to, gas, electric, water and sewer connections and other equipment connected with utility services and tools and equipment of Park Management, shall not be used, tampered with or interfered with in any way by Resident.

D. Residents and guests must keep the noise level from television, stereos, and all other sources at a reasonable level so as not to disturb the quiet enjoyment of other Residents and shall reduce that level to an especially quiet mode between the hours of 10:00 P.M. and 8:00 A.M. May through October, and between 8:00 P.M and 8:00 A.M. November through April.

E. The Park's streets shall not be used for the playing of games and sports.

F. The violation of any law or ordinance of the city, county, state or federal government will not be tolerated. No acts shall be permitted which would place Park Management in violation of any law or ordinance.

G. Resident is responsible for the actions and conduct of all other occupants or Residents of Resident's mobilehome and for the actions and conduct of Resident's guests and invitees. Such responsibility shall include, but not be limited to, financial responsibility for any breakage, destruction, or vandalism of the Park's recreational facilities and common areas.

H. The mobilehome 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) The leasing, subleasing, sale or exchange of mobilehomes.

18. PETS.

A. Special permission to keep a house pet in the Park must be obtained from Park Management. A house pet is defined as a pet that spends its primary existence within the mobilehome. Approved pets shall be registered at Park Office, and registration is complete upon submission of proof of licensing, inoculation, photograph of pet, and receipt of Park Management approval. Park Management reserves the right to deny a Resident a pet if a proposed pet would pose a threat to the health and safety of Residents of the Park. No more than two (2) pets are allowed per mobilehome.

(1) The types of pet permitted are: a domesticated bird, cat, dog, or aquatic animal kept within an aquarium. Only medium-sized or smaller dogs which, at maturity, do not exceed fifty pounds (50 lbs.) in weight are permitted. Guide dogs, signal dogs, and other service dogs as defined by Civil Code § 54.1 are exempt from the size limitation otherwise applicable to dogs. Pit Bulls (American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, Argentine Dogo, English Bull Terrier, American Bulldog, Perro de Presa Canario, Bull Terrier, Miniature Bull Terrier, Bandogs, and Pit Bullmastiffs), Pit Bull mix and other aggressive breeds are expressly prohibited. Residents with a dog exceeding 50 lbs. (except Pit Bulls which were prohibited in the 1999 Rules and Regulations) will be allowed to keep their pet provided they have received written approval and have registered their pet prior to July 1, 2007.

(2) Non-house pets (including farm animals) are prohibited under any circumstances. Strange and exotic pets are not permitted.

(3) After moving into the Park, a pet may not be acquired without written permission from the Park Management. Park

Management must approve all pets before application to rent is accepted.

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

(5) If any of the rules regarding pets is violated, and such violation is noted by Park Management or a valid complaint is made by another Resident, the Resident owner of the pet will receive an official notice in writing stating that the right to keep a pet within the Park is terminated.

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

(1) Each pet must be licensed and inoculated in accordance with local law. Evidence of licensing and inoculation shall be submitted to Park Management within seven (7) days of receipt of written request for such information.

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

(3) Any pet running loose in the Park will be taken to Animal Control. Recurring violations of this rule will lead to the loss of the privilege to maintain a pet.

(4) Other than guide dogs, signal dogs and other service dogs as defined by Civil Code § 54.1, pets will not be allowed in the clubhouse.

(5) Pets will not be allowed to cause any disturbance which might annoy neighbors, including, but not limited to, barking, growling, biting or any other unusual noises or damage. Under no condition is a pet to invade the privacy of anyone's homesite, flower beds, shrubs, etc. Pet owners are responsible at all times for their pets, including injury, destruction, and annoyances to other Residents, and the Park and Park Management shall not be liable for any loss, damage or injury of any kind whatsoever caused by Resident's pet.

(6) Guests are not permitted to bring any pet into the Park, other than guide dogs, signal dogs, and other service dogs as defined by Civil Code § 54.1, with the following exception: a guest may be allowed to bring a pet into the park if a host Resident properly registers pet with Park Management in advance, subject to the two-dog maximum at the site, including any dogs registered by the Resident. Registration requires the dog be licensed and inoculated in accordance with local law and proof of such shall be submitted to Park

Management along with a photograph of the dog to be registered.

(7) Feeding of stray cats and other animals is prohibited.

(8) The tying up of pets outside the mobilehome and leaving them unattended is prohibited.

(9) All excrement left by resident's pets must be picked up immediately.

19. ZONING AND CONDITIONAL USE PERMIT INFORMATION.

A. The nature of the zoning under which the Park operates is as follows: "X" Special Use District.

B. The Park Operator is not operating pursuant to a conditional use permit which has an expiration date.

C. The Park is not subject to any underlying ground lease.

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

20. SOLICITATION.

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

21. PARK OFFICE AND COMPLAINTS.

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

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

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

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

D. Any notice required to be given by Resident to Park Management under these Rules and Regulations must be provided to Park Operator in writing at the Park Office.

22. REVISIONS OF RULES AND SEVERABILITY.

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

B. If any provision of these Rules and Regulations or any document referred to in these Rules and Regulations shall, to any extent, be held invalid or unenforceable, the remainder of these Rules and Regulations shall not be affected thereby, and each provision of these Rules and Regulations or the other document shall be valid and be enforced to the fullest extent permitted by law.

23. PARAGRAPH HEADINGS.

The headings and titles of the paragraphs within these Rules and Regulations are included for purposes of convenience only and shall not affect the construction or interpretation of any of the provisions of said Rules and Regulations.

READ AND ACCEPTED:

RESIDENT
Date: _____

RESIDENT
Date: _____

RESIDENT
Date: _____

Homesite No. _____

WITNESS
Date: _____

ATTACHMENT A. Accessory Building and Structure Standards

(Definitions are from Title 25, California Code of Regulations, Division 1, chapter 2)

Accessory building or structure. Any awning, window awning, cabana, ramada, storage cabinet, storage building, private garage, carport, fence, stairway, ramp, or porch, or any other building or structure other than a patio, established for the use of the occupant of a unit.

- The total occupied area of the lot, including the unit and all accessory buildings and structures, shall not exceed seventy five (75) percent of the lot size.
- All accessory buildings and structures are subject to meeting Park Management requirements for utility access.
- All accessory buildings and structures must comply with all ~~current~~ federal, state, and local laws and ordinances, including, but not limited to, Title 25 of the California Code of Regulations.
- Any concrete slabs, pads, and/or foundations shall be approved by Park Management.
- All accessory buildings and structures must comply with Park Management's pre-approved color scheme.
- All accessory buildings and structures must be free of tears, loose or rotting boards, fading, peeling, flaking, chipping or deterioration in any manner that detracts from the aesthetic beauty of the Park.

Antenna. A metallic apparatus for sending or receiving electromagnetic waves.

- Television antennas (two (2) maximum per unit) shall be located to the rear of the unit (away from the street) and may not extend more than eight feet (8') above the highest point on Resident's unit.
- Other than for television, all other antennas (including, but not limited to, ham radio and CB antennas) are not permitted in the Park.

Awning. An accessory structure, used for shade or weather protection, supported by one or more posts or columns erected, or used on a lot.

- Only one (1) awning (excluding window and door awnings) may be installed on the lot and must be freestanding.
- Freestanding awning shall be supported entirely by columns or posts and, other than flashing, not attached to or supported by a unit or other accessory structure.
- An awning is not limited as to width or length, except that the total area of the awning shall not exceed fifty (50) percent of unit size. If a cabana, carport, patio, or porch is installed on the lot, the combined area (footprint) of an awning, cabana, carport, patio, and porch shall not exceed seventy five (75) percent of the unit size.

- The awning structure shall have a clearance of not less than eight (8) feet above underlying surface, except for valances, which shall not be less than seven (7) feet above the underlying surface. Valances shall not extend more than 12 inches in width.
- Awning coverings shall be a non-reflective material and comply with Park Management's pre-approved color scheme.

Awning Enclosure. An enclosure designed for outdoor recreational purposes, not for habitation, constructed under an awning or freestanding awning, which may include a screen room, and either an accessory building or structure, or a building component.

- Awning enclosures shall be used only for recreational or outdoor living purposes and shall not be used as carports or storage rooms nor shall they be constructed or converted for use as a habitable room or a cabana.
- Awnings may be enclosed or partially enclosed as follows:
 - With insect screening or removable flexible plastic material. Awning drop or side curtains shall not be permanently fastened at the sides or bottom.
 - With rigid, readily removable transparent, or translucent materials.
 - Awnings may be partially enclosed with solid or opaque panels, provided the panels do not exceed fifty (50) percent of the total wall area.
 - Awnings may be completely enclosed with solid material, provided that fifty (50) percent of the total wall area is translucent or transparent material, of which twenty-five (25) percent of the total wall area shall be able to be opened for ventilation.
- Heating, cooking, or fuel burning appliances or equipment shall not be installed or used within an awning enclosure.

Awning, Window or Door. An accessory structure, used for shading a window or door, supported wholly by the unit or other accessory building or structure to which it is attached.

- A window or door awning shall not project more than forty-two (42) inches from the exterior wall of the unit. Window and door awnings shall not extend more than six (6) inches horizontally beyond either side of a window or door.
- The minimum clear height of any window or door awning shall not be less than six (6) feet two (2) inches.
- Window and door awning coverings shall be consistent (all similar material, construction, and color) and shall be a non-reflective material and comply with Park Management's pre-approved color scheme.

Cabana. A freestanding accessory building or structure, or building component of a unit, located immediately adjacent to and intended to increase the living area of that unit, which is a portable, demountable, or permanent room enclosure or other building erected or constructed for habitation.

- Only one (1) cabana may be installed on a lot.
- A cabana shall not exceed the fifty (50) percent of the size of the unit to which it is an accessory. If an awning, carport, patio, or porch is installed on the lot, the combined area (footprint) of an awning, carport, cabana, patio, and porch shall not exceed seventy five (75) percent of the unit size.
- A cabana shall be designed and constructed as a freestanding structure. A cabana shall not be attached to a unit, however, to provide a weather seal, flashing or sealing materials may be affixed between the cabana and the unit.
- Siding and roofing material must be of an approved material matching the exterior material of the unit. Siding shall be a non-reflective material and comply with Park Management's pre-approved color scheme. Roofs shall be non-reflective shingle, aluminum, or other material approved by Park management and comply with Park Management's pre-approved color scheme.

Carport. An accessory structure for vehicle parking only, used for shade or weather protection, supported by one or more posts or columns and/or completely or partially supported by a unit or other accessory structure installed, erected, or used on a lot.

- Only one (1) carport may be installed on a lot.
- A carport is not limited as to width or length, except that the total area of the carport shall not exceed fifty (50) percent of unit size. If an awning, cabana, patio, or porch is installed on the lot, the combined area (footprint) of an awning, cabana, carport, patio, and porch shall not exceed seventy five (75) percent of the unit size.
- At least two sides or one side and one end of a carport shall be maintained open and unobstructed at all times.
- Siding and roofing material shall be of an approved material consistent with or complimentary of the exterior material of the unit. Siding shall be a non-reflective material and comply with Park Management's pre-approved color scheme. Roofs shall be non-reflective shingle, aluminum, or other material approved by Park management.

Driveway. A structure for vehicle lot entry and/or parking.

- Driveways shall be constructed only of asphalt or gravel.

Earthquake Bracing System. An anchoring system, bracing system, or other device designed and constructed for the purpose of protecting the health and safety of the occupants of, and reducing damage to, an MH-unit in the event of an earthquake.

- If Resident installs a manufactured home earthquake-resistant bracing system, such system must be installed and maintained in compliance with the California Health & Safety Code and Title 25 of the California Code of Regulations.

Fence, garden. A freestanding vertical structure erected to enclose a garden or landscaping or act as a barrier generally constructed of posts and wire.

- Maximum height of fence shall be sixty (60) inches
- Fence may be welded-wire (2"x 4" 14 gauge, or 3"x2" 16 gauge).
- Corner and in-line support materials may be either steel garden/fence posts (green or brown) or pressure treated 4 x 4 posts set in place, tamped, without concrete.

Fence, property. A freestanding vertical structure erected to enclose an area or act as a barrier generally constructed of posts, boards, wood, wire stakes or rails.

- Maximum height of fence shall be thirty six (36) inches
- Fence must be slat type (picket) with slats one and one-half (1 1/2) to four (4) inches in width with a minimum of three-quarters (3/4) inch spacing between slats.
- Fence material may be redwood, cedar, or vinyl. Wood fences must be natural or stained – no paint. Vinyl fences must be sand or white in color.

Garage. An enclosed accessory building or structure located on a lot and designed for the storage of motorized vehicles.

- Garages are not permitted

Greenhouse. An accessory structure constructed mainly of translucent or transparent materials used for the cultivation of plants.

- No greenhouses are permitted.

Guardrail. A vertical barrier erected along the open edges of a porch or other elevated area to prevent persons from falling to a lower level.

Handrail. A railing provided for grasping with the hand for support, erected along one or more edges of a stairway or ramp.

Landing, Stairway. An individual platform, usually at the top or bottom of a stairway, to ease the transition from a stairway to a level walking surface.

- Landings shall not exceed twelve (12) square feet.
- Landing surface material may be stone, brick, gravel, or concrete and shall blend with the natural background and complement the unit.

Patio. A paved or raised area not to exceed eight (8) inches in height above grade, used for access or recreational activities.

- A patio is not limited as to width or length, except that the total area shall not exceed fifty (50) percent of unit size. If an awning, cabana, carport, or porch is installed on the lot, the combined area (footprint) of an awning, cabana, carport, patio, and porch shall not exceed seventy five (75) percent of the unit size.
- Patio surface material may be stone, brick, or gravel and must blend with the natural background and compliment the unit.

Porch. A freestanding, outside walking platform with an area exceeding twelve (12) square feet, having a floor or deck surface elevated more than eight (8) inches above grade.

- Only two (2) porches may be installed on a lot.
- A porch is not limited as to width or length, except that the total area shall not exceed fifty (50) percent of unit size. If an awning, cabana, carport, or patio is installed on the lot, the combined area (footprint) of an awning, carport, cabana, patio, and porch shall not exceed seventy five (75) percent of the unit size.
- Porches shall be designed and constructed as completely freestanding, self-supporting structures
- All exterior construction members exposed to the weather shall be of approved wood of natural resistance to decay, such as cedar, redwood or treated wood.
- Flooring can be either wood or vinyl but shall be of a material with subdued earth tones which are unobtrusive, blend with the natural background and compliment the unit.

Ramada. Any freestanding roof, or shade structure, installed or erected above a unit or accessory building or structure or any portion thereof.

- No ramadas are permitted.

Retaining Wall. A wall designed to resist the lateral displacement of soil or other materials.

- Retaining walls shall be constructed of stone, rock, brick or wood and shall be of a material with subdued earth tones which are unobtrusive, blend with the natural background and compliment the unit.

Satellite Dish. A dish antenna used to receive and transmit signals relayed by satellite.

- Only satellite dishes with a diameter or diagonal measurement of one (1) meter (approximately thirty-nine (39) inches) or less will be permitted.
- Any permitted satellite dish must not be visible from the streets or common areas of the Park and must be located on at the rear of Resident's unit. This standard may be relaxed to ensure homeowner's dish receives adequate signal strength.

Skirting. Material used to enclose or partially enclose the area under a unit or accessory building or structure.

- Skirting is required on all units
- Skirting material shall be of composite (e.g., Hardiplank), fiber cement, vinyl, masonry, stone, or wood. Wood skirting shall be of approved wood of natural resistance to decay, such as cedar, redwood or treated wood.
- Skirting material shall comply with Park Management's pre-approved color scheme.
- Skirting shall have a removable access panel not less than four (4) square feet in size (with no dimension less than eighteen (18) inches; such access panel must be kept closed. Park Management may specify location of opening relative to utility access.

Stairway. A step or any configuration of steps or risers where the run (length) of an individual tread or step does not exceed thirty (30) inches, and which is designed to enable passage from one elevation to another.

Storage Building. An accessory building that may exceed ten (10) feet in height or one hundred twenty (120) square feet of gross floor area located on a lot, designed and used solely for storage of the personal equipment and possessions of the unit's occupants.

- Storage buildings are not permitted

Storage Cabinet. An accessory structure, not exceeding ten (10) feet in height or one hundred twenty (120) square feet of gross floor area, located on a lot, designed and used solely for the use and storage of the personal equipment and possessions of the unit's occupants.

- The maximum floor area shall not exceed one hundred twenty (120) square feet.
- The storage cabinet must be painted and trimmed with the same colors as the unit.
- A storage cabinet shall not exceed ten (10) feet in height.
- Park Management will review requests for multiple storage cabinets on a case-by-case basis, but will generally apply the following limitations:
 - The total, combined floor area of all storage cabinets on a lot shall not exceed one hundred twenty (120) square feet.
 - To preserve the visual aesthetics of the park setting, the placement of storage cabinets will be limited to the sides of the mobilehome. Storage cabinets will not be permitted at the front or street-sides of mobilehomes, or at the rear where "common areas" exist.
 - Where multiple storage cabinets are desired, only one may be placed at ground level – all others must be placed on decks, patios, or porches.

- Storage cabinets may not be placed over or within 4 feet of an underground utility.

Spa. A tub of water designed and used solely for relaxation or therapy, usually including a device for raising whirlpools in the water.

- A locking cover shall be in place when the spa is not in use.
- Only one (1) spa may be installed on the homesite.

Unit. Mobile homes as defined in Health and Safety Code Section 18008.

ATTACHMENT B

Building Request Process for Construction, Modifications, Additions or Repairs

Park Management approval is required for almost all construction, repair, removal and/or alterations, of the mobilehome or lot, including accessory buildings and structures, landscaping, grading, and drainage, occurring within the mobilehome parks. All such projects or work contemplated by the homeowner must be permissible under the Mobilehome Park Rental Agreement, and the Mobilehome Park Rules and Regulations in effect at the time of the homeowner's request.

This packet is meant to help establish procedures and timelines to guide the process of all permissible construction, repair, removal, additions, and/or alterations within the Park by Residents and/or their agents that require written permission from Park Management. This includes, but is not limited to: fences, carports, decks, cabanas, storage cabinets, landscaping, retaining walls, painting, any earthworks, landscaping, irrigation systems, and/or any utility hookups or disconnects, including the removal and/or addition of propane tanks.

Information in this packet pertains only to the approval required from Park Management and does not fully address nor relieve the homeowner of compliance with local, county and/or state regulations and permit requirements.

1. Homeowner is to pick up plot plan for their lot from the Park Office. Park Operator staff will mark, with white paint, the outline of the mobilehome lot in order for the homeowner to contact **1-800-USA-DIGS** and request that they check and mark all utilities within the lot lines. After homeowner contacts USA and utilities have been marked, homeowner marks out footprint of all construction including proposed (new) utility lines, hookups and excavations for park management review.

2. Homeowner must submit a drawn project, to scale, on the provided plot plan, along with their written request to Park Operator. This request must be in detail and include the following information: letter of intent with description of project (include measurements and distances from lot lines, as shown on plot plan, and the materials to be used), blueprints and/or plans and specifications, Housing and Community Development (HCD) permit application (if required), who will be doing project, desired start date and estimated time for completion.

3. Park Operator will review all requests to assure that all application requirements have been met, to consider Park requirements and to work with the homeowner to guide them through the approval procedures.
4. Park Operator will forward completed requests to Park Owner for their review. Park Operator will have propane lines marked if required by Park Owner.
5. Park Owner will conduct an on-site inspection and then notify Park Operator of their: (a) requirements without modification (of submitted plans), (b) requirements with specific modifications, or (c) denial with explanation; which Park Operator will then forward to the homeowner.
6. Within thirty (30) days of submitting a completed written request, Homeowners should receive in writing from Park Operator either the **requirements** necessary to obtain permission to proceed with construction or denial of the project. In case of a denial, homeowner may request a consultation with Park Owner through the Park Office to consider alternatives. All written requests from homeowners will be answered by Park Operator.
7. Once all pre-construction requirements are met, including the homeowner's provision of required permits to the Park Office, Park Management may issue a conditional **Permission to Proceed with Construction**. **No construction may begin without this written permission.**
8. Homeowner has 90 days to complete construction, provide final inspections from the Department of Housing and Community Development (HCD) and notify the park office of completion of the project. **Any changes from the original request must be submitted in writing and approved by Park Management before construction.**
9. Park Management will conduct a final inspection of the project. When all conditions have been met to the satisfaction of Park Management a **Final Notice of Approval** will be granted by Park Management. **No project/works are considered completed or approved until final inspections by the Park Management, and if applicable, HCD are completed and all permits are signed off as approved.**
10. All permits required by local, state or federal agencies and compliance with their requirements are the responsibility of the Homeowner. Homeowner is responsible for contacting the State of California, Department of Housing and Community Development (HCD) at **(916) 255-2501** to acquire all permits that may be required.

Homeowner may also review HCD requirements and/or permits at HCD's website www.hcd.ca.gov. Homeowners are also responsible for ensuring that copies of all permits are on file with the Park Operator before any construction begins, and that copies of inspections and final reports (HCD, etc.) are provided to the Park Operator with-in 48 hours of receipt by homeowner.

11. This process is not intended to negate or circumvent existing Park rules or agreements, nor does it release anyone from compliance with those documents as they exist at the time of the homeowners request.

Homeowners with questions should contact their applicable Park office. The North Shore office number is (209) 763-5121. South Shore office number is (209) 763-5178.