

RULES AND REGULATIONS

SUMMERLAND BY THE SEA MOBILE HOME PARK

**A Resident Owned Non-Profit Corporation
2155 Ortega Hill Road, Summerland CA 93067.**

Dated: _____, 20__

These are the Rules and Regulations of Summerland by the Sea Mobile Home Park. We have prepared them according to the provisions of the Mobilehome Residency Law. If any of these rules are unclear, you should contact the park manager or a member of the Association's Board of Directors for explanation.

We have tried to write these Rules and Regulations in friendly terms. We have used the word "you" to describe the resident, the words "we," "us," and "our" when referring to the Corporation, and the words "Summerland by the Sea Mobile Home Park" and "park" to describe the mobile home park. We earnestly desire to operate a clean, efficient, and orderly park. The following Rules and Regulations are intended to promote a healthful and pleasant atmosphere.

1. CONDUCT

A. Actions by anyone that may be dangerous, or may create a health or safety hazard, or disturb others are not permitted.

B. Radios, televisions, record players, musical instruments and the like must not be loud enough to disturb others. The official Park "quiet time" is 10:00 p.m. to 8:00 a.m. Please be considerate of your neighbors.

C. Subject to the terms of a Member Occupancy Agreement or Lease and the Mobilehome Residency Law, no one may encroach or trespass on any resident's homesite. No resident or such resident's guests may trespass in any area which is not open for general use, such as gas, electric, water and sewer connections. No resident or such resident's guests may trespass or encroach on the pool pump-house. No resident or such resident's guests may trespass or encroach on any unoccupied homesite.

D. All guests must be well-behaved, and such guests are not allowed on any other resident's homesite without the resident's prior consent. You are responsible for the behavior of your guests and children. All children must be supervised by an adult resident, be well behaved and they are not allowed to be on the homesite of other residents or to play in the streets.

E. Door to door sales in the park are not allowed without manager's prior written approval. You must obtain prior written permission from the park management for any yard sales, garage sales or other in-park sales. "Garage" or "yard" sales are strictly limited to two (2) per household each year. Estate sales are limited to fourteen (14) days. Any garage or yard sale shall be limited to residents of the park. Except as otherwise allowed by law, any sign advertising the sale or exchange of your mobilehome is limited in size to no larger than 24 inches by 36 inches. Only one sign shall be permitted per mobilehome and such sign must be located entirely within the homesite.

F. No member, guest, resident or other person shall threaten or interfere with the Park manager or employees or contractors of the Park.

G. Wrecked or inoperative motor vehicles, motorcycles, boats, RVs or other vehicles shall not be allowed into the Park or stored anywhere in the Park grounds.

H. External radio, television or satellite antennas are prohibited, except as otherwise allowed by law. Residents may install a FM radio antenna at the rear of their home, provided the radio antenna does not exceed three (3) feet above the roof line of the mobilehome. Satellite dish antennas may not exceed twenty (20) inches in diameter and must be installed at the rear of the resident's mobilehome and in such a manner as to minimize the ability to see the dish from the street or other areas.

I. Wind-chimes must be small in size and volume. In the event of high winds, residents are required to remove the wind-chimes in order to avoid excessive noise and disturbing other residents and members.

J. No lighting shall be installed upon a homesite that shines on other homesites or otherwise causes a nuisance or material discomfort to another resident.

K. Smoking is prohibited at all times in the Clubhouse and all other Park buildings and structures.

L. No trees or lawns may be planted without Park approval.

M. No hazardous materials may be placed in the Park's dumpsters or trash containers. Such items include, but are not limited to, paint, paint thinner, certain cleaning chemicals, televisions, computer monitors, and batteries. If there is any doubt, check with the Park manager or local or State hazardous waste agencies.

2. GUESTS

A. All guests must register with the office if they are to stay more than a total of twenty (20) consecutive days or thirty (30) days in a calendar year. This rule does not apply to paid attendants or companions as authorized by statute.

B. You must acquaint all your guests with the conditions of tenancy at Summerland By The Sea Mobile Home Park, including, but not limited to, these Rules and Regulations. You are also personally responsible for all the actions and conduct of each of your guests.

C. Guests need your written permission to occupy your mobilehome in your absence. The written permission form must be filed with the park office before you leave the area. If there is no permission form on file with the park management and you are absent from the area with an unregistered person staying in your home, it will be presumed by management that such person or persons are trespassers and legal action will be taken by management to remove such person(s) from the park.

3. SUBLEASING

A. Except as otherwise allowed by Civil Code Section 798.23.5, no-one may sub-lease their mobilehome without the written approval management and the use of a park approved sublease. The registered owner(s) of the mobilehome must reside in the mobilehome, qualify for residency in the park and be approved as a resident in writing by management. Any guest that stays longer in the mobilehome than allowed by Section 2, above, must qualify as a resident and be approved as a resident in writing by management.

4. RECREATIONAL FACILITIES

A. Except as otherwise set forth in these Rules, neither you nor any of your guests may consume any alcoholic beverages in any area of Summerland By The Sea Mobile Home Park, except in the privacy of your own homesite or home. All Park recreation areas are for the use of Members, Residents and their authorized Guests only.

B. The clubhouse may be reserved by park residents only for parties or other gatherings. Apply to the park management. If the date does not conflict with other planned use of the facilities, the park management will approve. Event participation is limited to those invited by the host-resident. The host is responsible for clean-up after the event. A security deposit may be required, at the discretion of park management. No alcoholic beverages may be served at any function in the clubhouse, without the prior written consent of Park management. The member or resident utilizing the clubhouse for a function will be required to defend and indemnify the Association for any and all claims arising from or connected with any function held in the clubhouse by a resident. A resident must accompany any Guest using the Clubhouse or other recreational facilities in the Park. If resident is unable to accompany their Guest, the resident must notify management before the Guest uses the Clubhouse or other recreational facilities in the Park. Shirts and footwear must be worn in the clubhouse at all times.

C. NO LIFEGUARDS ARE PROVIDED IN THE SWIMMING POOL AREA AT ANY TIME AND USE OF THE SWIMMING POOL FACILITIES IS AT THE RESIDENT'S AND RESIDENT'S GUEST'S SOLE RISK. DO NOT SWIM ALONE. Children under fifteen (15) years of age may use the swimming pool only when accompanied by an adult resident. Adult guests may use the swimming pool, however, all guests must be accompanied by an adult park resident in the pool area. If resident is unable to accompany their Guest, the resident must notify management before the Guest uses the swimming pool. The pool may be closed from time to time for cleaning and repairs. Suntan oil or lotion is not to be worn in the pool. Hairpins must be removed before using the Pool. Only swim wear, not cut-offs or other casual clothing, may be worn in the pool. Food is not allowed in the swimming pool area. Drinks must be in non-breakable containers in the swimming pool area. No running, jumping or "horse-play" is permitted in the swimming pool area. Diving is forbidden. Lifeguard protection is not available, therefore do not swim alone. Glass containers may not be used in the swimming pool area or Recreation Hall. Pool, hours are as follows as of the date of adoption of these Rules. The hours may be subject to change upon sixty (60) days notice: Pool hours: 9:00 a.m. to 9:00 p.m.

D. Additional rules and regulations governing the use and hours of operation of the swimming pool area are posted on-site and subject to change from time to time.

5. LAUNDRY

Laundry hours and rules are posted in the laundry area and are subject to change from time to time. Laundry may not be hung to dry anywhere in the Park, except in the laundry drying facility provided by the Park. Clothes must be promptly removed from the machines. Unattended and dry clothes may be carefully removed from the dryer by the next user. Please take care to remove your clothes when dry in order to free up the machines for the next user. Dyeing of clothes is strictly forbidden, except in the stationary tub. Any such dye must be cleaned up and removed by the resident doing such clothes dying. Please notify management of any inoperable machines. Leave laundry area clean and neat. The laundry will be closed occasionally for cleaning and repairs. No ironing, smoking or food in laundry rooms.

6. VEHICLES

A. The speed limit in the park is five (5) miles per hour. Driving safely and slowly in the park is especially important because of children and elderly pedestrians. All posted traffic control signs must be obeyed (e.g., STOP, NO PARKING, SPEED LIMIT).

B. No vehicle repairs or other automotive services, oil or other fluid changes or automotive painting will be performed in the park. Notwithstanding this rule, minor repairs necessary to allow a vehicle to be driven to a repair facility may be allowed, provided such minor repairs are accomplished within a twelve (12) hour period.

C. No wrecked, inoperative, or unsightly vehicles may be kept on your homesite or in any parking areas. Upon notice any such Vehicle will be towed and storage and towing

costs will be added to the home owners next monthly billing. Excessively noisy vehicles are not permitted in the park. All motorized vehicles operated or stored within the park must be currently licensed for operation on the streets and highways of the State of California.

D. Any vehicle dripping oil must be repaired in sixty (60) days and avoid damage to the pavement or car parking pad. You must remove any oil or other fluid drippings immediately. You are responsible for the repair to the pavement caused by any fluids dripping or otherwise released by your vehicle(s). Gas leaks must be repaired at once.

7. PARKING

All parking violations may be subject to a fine per noticed hearing of the Violation.

You may park up to two automobiles or light trucks on your driveway/carport, if the parking is in compliance with the official parking schedule. Carport or driveway parking is allowed only if your driveway/carport is large enough to park two (2) vehicles without the parked vehicles protruding into the street. **No guest parking is permitted within the park.** Street parking is allowed only for: (1) loading and unloading or in space designated parking spaces. A driver with keys to the vehicle in other than designated parking in the street must be present at all times. **All other street parking is prohibited.** Vehicles parked in violation of this paragraph may be towed at vehicle owner's expense. In no event shall RVs be allowed to hook up any utility system to a homesite. **IT IS IMPERATIVE THAT THE PARK'S STREETS BE KEPT CLEAR FOR UNIMPEDED ACCESS BY FIRE AND OTHER EMERGENCY VEHICLES, THUS ILLEGALLY OR IMPROPERLY PARKED VEHICLES ARE SUBJECT TO IMMEDIATE TOWING WITHOUT PRIOR NOTICE.**

8. PETS

No more than one (1) dog or two (2) cats will be allowed per homesite. All pets must be on a leash at all times when outside the mobilehome. No pet shall be allowed to live and sleep outside the mobilehome on a regular basis. No pets are allowed to roam the park. The pet owner is responsible for the behavior of the pet. Fecal waste must be removed and properly disposed of by the pet owner at the time it is made. We suggest that your pet be spayed or neutered in order to avoid overpopulation. Service and guide dogs are allowed in the park, as required by law. No pets over twenty (20) pounds shall be allowed, with the exception of guide and service dogs. Any pets that become a nuisance or substantial irritant to other homeowners may be subject to removal from the Park. Excessive barking is presumed to be a nuisance. Guests are not allowed to bring pets into the park. Our insurance carrier will not permit the park to have potentially dangerous breeds in the park, therefore all such breeds may not be in the park. For example these breeds include but are not limited to: Pit Bulls, Mastiffs etc.

9. PARK OFFICE, COMPLAINTS AND TELEPHONE

The normal business hours of Summerland By The Sea Mobile Home Park office are posted at the office. The park office telephone is for business and emergency use only. Please do not contact the park manager after normal business hours, except in the event of an emergency. If you have a complaint against your neighbor, try to solve the problem yourself (if possible) before coming to the manager.

10. HOMESITE AND MOBILE HOME MAINTENANCE AND APPEARANCE

A. You must maintain your homesite and mobilehome and all landscaping, structures, improvements, and other things attached. All such to your mobile home or on your lot things must be in good condition and appear neat and clean. Trees, shrubs and other landscaping must be kept trimmed. When you are away, it is your duty to have someone maintain your coach and homesite.

B. Debris, refuse, litter or any item that is unsightly may not be stored outside. The only items to be stored outside your mobilehome are patio furniture. Storage of any other items outside your mobilehome requires the prior written consent of the Park management. Trash and garbage must be wrapped in sturdy bags and tied with appropriate ties and then placed in proper containers. No furniture, tree trimmings, landscape waste or other large items may be placed in the Park refuse dumpsters or containers. The removal of such large items from the Park is the resident's responsibility.

C. Anything that creates a threat to health and safety or endangers property is not permitted. No flammable or explosive materials, except household chemicals, may be stored in quantities more than is reasonable for normal household purposes.

D. Barbecuing is only allowed in the backyard of your mobilehome or at the clubhouse in designated area. No barbecuing is allowed on porch or steps.

E. If any portion of the exterior of the mobilehome or its accessory equipment or the homesite is damaged, you must repair the damage in thirty (30) days. This includes, but is not limited to, damage to the siding, awning supports, downspouts, skirting, porch, roof or storage shed. You mobilehome and all accessory structures must be kept painted and in a good state of appearance and repair at all times. Paint colors shall be subject to the prior consent of management, but should be soft, neutral colors as opposed to dark or vibrant colors.

F. The utility pedestals (water, gas and electric hook-ups) must be accessible at all times, via a walkway area of not less than three (3) feet wide. If one of Summerland By The Sea Mobile Home Park's gas or water shut-off valves is located on your homesite, it must be kept uncovered and accessible by park management. You may not connect, except through existing electric, gas or water fixtures on the utility pedestal on your homesite, any devise for using those utilities. You are responsible for the maintenance and repair of all utility lines from the utility pedestal to your mobilehome, including gas, electric, sewer and water.

G. Existing drainage patterns and grading of the homesite may not be changed without management's prior written consent. You will be responsible for any damage to your homesite, other homesites or the common area of the park due to your alteration of the existing drainage patterns and grading of your homesite.

H. You must pay the cost of repairs to any utilities or park property damaged by you. Management consent is required before digging or driving rods or stakes into the ground.

I. All appliances, equipment and structures must comply with all federal, state and local laws. You must obtain permits when they are required.

J. Spray painting or the use of other painting equipment requires prior permission from the park. Should permission be granted, you will be responsible for resolving any and all claims arising from the use of such painting equipment, including, but not limited to over spray.

K. Any change to the appearance of your mobilehome or homesite, including, but not limited to, installation of or changes to the mobilehome and any accessory structure, driveway or other improvements, must be done with the prior written consent of Park management. The installation of any new improvements to the homesite, including, but not limited to, storage sheds, patios, awnings, carports, fences, stairs, statuary, trees and the like require the prior written consent of management. Replacement of the mobilehome requires the prior written consent of Park management.

11. LANDSCAPING

Any installation of or modification of existing landscaping shall require the submission of a written landscape plan, indicating the location and type of landscaping to be installed on the homesite. Such plan shall be approved or disapproved by the Association within sixty (60) days of submission. No tree or shrubbery is allowed which does or may develop a root structure is allowed which causes cracking, buckling or otherwise interferes with streets, driveways or other park facilities. Minor trimming of trees for aesthetic purposes shall be the responsibility of the resident upon whose homesite the tree is located. The Park shall be responsible for the trimming or removal of trees on individual homesites that either poses a danger of personal or property injury, or which pose a risk to other trees in the Park due to infestation or disease or impinge on a residents view. Residents are encouraged to use native and drought resistant plants. Patios and driveways shall be swept, not washed down with water. Overuse of water or violation of these watering rules may result in fines.

12. PURCHASE OF MEMBERSHIP ON RESALE

If a homeowner intends to sell a mobilehome and the mobilehome is to remain in the Park after the sale, the homeowner shall give notice of that sale to the Board prior to its closing and shall obtain prior approval of the purchaser from the Board. The Board may not withhold its approval of the purchaser if that person has the financial ability to pay the space fees and charges of the corporation and meets the qualifications for membership in the Corporation, unless the Board reasonably determines that the prospective purchaser, based on prior tenancies, would not comply with these Rule and Regulations and the Corporation's Bylaws. If the Board rejects a prospective purchaser it shall inform the homeowner in writing of the reasons for rejection.

Any Member of Summerland By The Sea Mobile Home Park must sell his or her membership in the Corporation to any person who purchases the Member's mobilehome, if the mobilehome is to remain in the Park. If a Non-Member sells his or her mobilehome and the mobilehome is to remain in the Park after such sale, the purchaser must also purchase a membership in Summerland By The Sea Mobile Home Park.

13. PROHIBITION ON BUSINESS ACTIVITIES IN PARK

No resident may engage in any business for profit or otherwise, if it becomes a nuisance to the residents of Summerland By The Sea Mobile Home Park.

14. Reserved

15. PARTIAL INVALIDITY

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

16. COMPLIANCE WITH LAW AND RULES AND REGULATIONS

You and we agree to comply with all applicable laws, rules, regulations and all terms and provisions contained in any document referred to in these Rules and Regulations, including your lease agreement, as they now stand and as they may be amended by their own terms.

17. **INDEMNIFICATION**

We will not be liable for any loss, damage, or injury of any kind to the person or property of any resident or any of their employees, guests, children, or of any other person caused by any use of Summerland By The Sea Mobile Home Park or homesite arising from any cause.

18. **SANCTIONS FOR RULE VIOLATIONS**

A. As a resident of Summerland By The Sea Mobile Home Park you agree to comply with all the foregoing Rules and Regulations and any and all documents referred to in these Rules and Regulations.

B. Non-compliance with these rules and regulations will result in:

FIRST

VIOLATION: A written notice to you from the on-sight manager. You will have seven (7) days to correct the rule violation.

SECOND

VIOLATION: A written notice shall be sent to you and to members of the Board of Directors of the park. This will be a formal notice to cure the violation of the Rules and Regulations or quit. You will have the opportunity meet with the Association to be heard on the issue of the violation of the Rules and Regulations.

THIRD

VIOLATION: Termination of tenancy proceedings (eviction) will be started.

19. **MOBILEHOME INSTALLATION REQUIREMENTS**

All mobilehomes, accessory buildings and other structures must be approved by the Board and all state and local codes relating to skirting, storage, utility connections and similar matters must be observed. No major alterations to existing structures or landscaping may be made without Board approval. Approval of construction plans by county or other authorities does not constitute approval of the Board. No new mobilehome or accessory building and no structural alterations or modifications to the exterior of any mobilehome or accessory building in the Park shall exceed one story in height without prior written approval from the Board, not cause any significant negative impact on other residents' views or privacy. Extenuating circumstances (e.g., non-availability of single-wide mobilehomes) may qualify for an exception to this rule. All approvals of construction plans by the Board pursuant to this section shall be conditioned on the homeowner's assurance that other residents' view will not be affected by said construction, alterations or modifications. In the event that a resident's view is affected by said construction, the homeowner shall bear the cost of any changes required by the Board in order to restore the affected resident's view if the view is impinged by a Board authorized home installation or remodel.

Residents and/or Members must do the following at their sole expense within sixty (60) days of the occurrence of either of the following;

- 1.) Moving a mobilehome onto a previously vacant homesite; or
- 2.) Moving a mobilehome onto a homesite to replace an existing mobilehome.

A. Obtain the prior written consent of Park management for the installation of the mobilehome. Any installation of a mobilehome shall require the submission of a written installation and landscape plan, indicating the exact location of the mobilehome and other improvements on the homesite and type and location of landscaping to be installed on the homesite. The plan shall be sufficiently detailed to show color, materials, size, height and aesthetic impact of the installation. Such plan shall be approved or disapproved by the Park within thirty (30) days of submission.

B. Build a Patio; and

C. Erect an unitized awning; and

D. Erect an unitized awning over the parking area (carport) on the homesite;
and

E. Construct the improvement set forth above utilizing the following criteria: New mobilehomes installed in the Park should have a carport awning and covered patio where possible. Mobilehomes and accessory structures should be painted white or pale colors versus bright or dark colors. Storage buildings must be placed in the back one third (1/3rd) of your homesite. Homesite located on corners should locate storage sheds on the side of the yard away from the street. Coolers should be painted white or silver for efficiency and aesthetic concerns. All patios and stairways must be covered in appropriate indoor/outdoor carpeting or other material approved by management.

F. Resident shall be solely responsible for obtaining all necessary governmental permits and consents for the installation of a mobilehome and other improvements. Resident shall ensure that all installation of mobilehomes and accessory structures shall be in compliance with all applicable zoning laws and Title 25 of the California Administrative Code. The Park's approval of a particular installation shall not be construed as a representation or guarantee that such installation meets applicable zoning requirements or the terms of Title 25. Residents are advised to obtain their own inspections by the applicable governmental agency to ensure compliance with such requirements.

20. INCORPORATION BY REFERENCE

Except for the term of the Member Occupancy or Lease Agreement and the amount of the rent charged, each provision of your Member Occupancy or Lease Agreement shall also be considered a rule and regulation and may be modified and enforced as such under the applicable provisions of the Mobilehome Residency Law. The provisions of this paragraph shall not affect any provision of the park's Member Occupancy and Lease Agreement, which relates to the type of notice or the length of the notice, which we must give before increasing the rent and other charges made to you.

I/WE HAVE READ THE ABOVE RULES AND REGULATIONS,
ACKNOWLEDGE THAT THE RULES AND REGULATIONS ARE REASONABLE
AND AGREE TO COMPLY WITH THEM.

RESIDENT: _____

Dated: _____