

# **Paseo de Palomas, Inc.**

**A Resident Owned Provider of Housing  
For Older Persons  
55 years of Age and Older**

## **RULES AND REGULATIONS**

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

**Paseo de Palomas Mobilehome Community  
295 Union Avenue  
Campbell, CA 95008**

## INTRODUCTION

The Rules and Regulations have been developed for Paseo de Palomas because of its unique conditions as a resident owned mobilehome community, which conditions must be dealt with in a fair and reasonable manner, and applied and complied impartially. Management trusts to have your complete cooperation not only to keep standards high and to maintain a happy and friendly atmosphere, but also to create convenience and comfort for the owner residents.

The following Rules and Regulations are part of and incorporated into your Rental Agreement. **All Rules and Regulations comply with and are subject to the Paseo De Palomas By-Laws.** Please read the Rules and Regulations carefully as they constitute a binding agreement between you and the management. Management approval and management decisions are made by the manager and the Board of Directors of the corporation.

### 1. OLDER PERSONS COMMUNITY

Paseo de Palomas is a Community for Older Persons or a Senior Housing Facility as that term is defined and used in the Amendments to the Fair Housing Act 42 U.S.C Section 3601 et seq. It is the intention of the Board of Directors and management to operate a community for older persons and to adhere to policies and procedures commensurate with the standards for communities of older persons. At least one of the registered owners of the mobilehome, who is occupying the home on a full time, permanent basis must be at least age 55 or older. All other persons residing in the home must be twenty-one (21) years of age or older. Tenancy is limited to those persons who are in lawful occupancy of a mobilehome space pursuant to the terms of a Lot Lease Agreement, and who are the registered owners of the mobilehome as reflected on a current State of California, Department of Housing and Community Development mobilehome registration card, and by the homeowner's name(s) on corporation shares.

Throughout these Rules and Regulations, the following definitions shall apply:

A. The term **homeowner/shareholder** or **lessee** means that person who is in lawful occupancy of a mobilehome space pursuant to the terms of a written rental agreement with the park, and who is the registered owner of the mobilehome as reflected on a current State of California, Department of Housing and Community Development mobilehome registration card and whose name is on the corporation shares.

B. The term **additional occupant** or **guest** means any person who is lawfully occupying the mobilehome at the request of, or with the permission of the homeowner who is not a lessee or a homeowner as defined above. Said resident or additional occupant is not a lessee of the park and can only reside in the home as long as the homeowner also resides in the home. A homeowner who wishes to have a resident reside with him/her must register that person with the park manager on a form to be provided by management. All additional occupants are subject to criminal background checks.

C. The term **short term guest** means any person who is residing with a homeowner who has stayed less than twenty (20) consecutive days or thirty (30) days in a calendar year.

D. A **caregiver** is an employee providing health care services pursuant to a physician's treatment plan who resides with the homeowner and may use the common facilities as a visiting guest but may not bring other guests. All caregivers must consent to a criminal background check.

E. A **house-sitter** is a person who occupies a home for a homeowner during his or her absence.

F. The Terms **park** or **mobilehome community** or **community** refers to Paseo de Palomas, A Community for Older Persons.

G. When the California Civil Code, Mobilehome Residency Law is referenced, it will be identified with the abbreviation (**MRL**).

## 2. USE OF MOBILEHOME SPACE:

A. The home and site may be used only for private residential purposes. No commercial or business activity may be conducted on the space. Without limitation, "commercial activity" includes but is not limited to any activity requiring the issuance of a business license permit by any governmental agency. The homeowners and all residents may not engage in any activities that invite the public at large to the community, site, or the home. Home based businesses may not generate regular client/customer vehicular traffic or deliveries into the park. The park address may not be used for the purpose of advertising the sale of merchandise or other business purposes that invite the general public to the site. Door-to-door soliciting, sales, or vending is not permitted in the community. Garage sales and the like may not be advertised to the general public. Business concerning the leasing, subleasing, sale or exchange of homes is prohibited.

B. No one under twenty-one (21) years of age will be permitted to reside in the park.

C. As often as it deems appropriate, management may conduct a census of all residents of the park. Such census shall be limited to a determination of such information as the Census Board deems necessary to insure compliance with the Federal and State age discrimination laws, including but not limited to the following information:

- a. The names and ages of all persons in residence; and
- b. The commencement date of the residency of each person.

D. Management may require that any resident or guest provide proof of age in one of the following ways:

- a. a current, valid California driver's license,
- b. a current, valid California identification card,
- c. a birth certificate or
- d. other original document with similar reliability.

E. All homeowners are required to provide proof of current registration of their mobilehomes with the Department of Housing and Community Development. A copy must be on file in the manager's office.

F. When a home sells, the maximum time allowed for a rent-back accommodation is one month.

### 3. GUESTS

A. Guests. Guests are persons known to and invited by the homeowner prior to the guest's entry into the park including contractors and workmen. Except when entering and leaving the park, a resident must accompany guests at the common area facilities.

B. Additional Occupant/Long Term Guest. Any homeowners that wish to share their home may do so and any agreement between the homeowner and the additional occupant/long term guest shall not change the terms and conditions between management and the homeowner. The additional occupant/long term guest shall comply with the provisions of the rules and regulations of the park and shall have no independent rights of tenancy. The homeowner is responsible to insure that the additional occupant/long term guest 1) registers with the park 2) completes an additional occupant form 3) provides evidence the he/she is 21 years of age and older and 4) signs a copy of the rules and regulations. Management may complete a background check. The Homeowner will be responsible for the cost of the background check. Any approved additional occupant/long term guest may reside in the home only so long as the homeowner also resides in the home on a full time, permanent basis. All additional occupant/long term guest must register and be approved by management.

C. Housesitting Guests. For a house-sitter to stay 11 days or longer, the homeowner must provide written notice to management. The following procedures are required for a homeowner to have someone occupy his or her home. The house-sitter must be over 21 years old or older. No minors are allowed to occupy the home with the house-sitter. House-sitters must wear management issued wristbands when using common areas and may not bring outside guests to recreation areas.

- a. To house-sit from 1 to 10 days: Homeowner must notify management of when the house-sitter will occupy the home and their name.
- b. To house-sit from 11 to 90 days: Homeowner must notify management in writing of when the house-sitter will occupy the home and their name.
- c. To house-sit from 91 to 180 days: Six months is the maximum amount of time that any homeowner may have a house-sitter. The homeowner must notify management in writing of when the house-sitter will occupy the home and submit a copy of a government issued identification documentation of the house-sitter. Management may complete a background check. The Homeowner will be responsible for the cost of the background check. These procedures allow the manager to be aware of anyone other than the homeowner who may be occupying the home.

D. Homeowner must acquaint guests, caregivers and house-sitters with the conditions of tenancy of the park, including these Rules and Regulations. Homeowners are also personally responsible for all the actions and conduct of homeowner's guests or house-sitters and the homeowners are liable for any damage or injury to persons or property they

may cause.

E. Any guests, caregivers and house-sitters must sign the park "hold harmless" form prior to the use of any of any of the recreational facilities.

F. Homeowners are to immediately ask individuals to leave their homes upon notification by management that the individual has an unlawful detainer status. No one may live in any other home within the community after an eviction due to an unlawful detainer lawsuit.

G. No one may place the park in violation of any law or ordinance of the city, county, state or federal government.

#### **4. MOBILEHOME STANDARDS AND ACCESSORIES:**

A. Prior Approval. A minimum of five (5) business days advance notice must be provided prior to a contractor's disassembly and removal or installation of any mobilehome. A plot plan showing the intended location of a manufactured home and accessories must be approved by management prior to installation and/or replacement. Advance approval by management of any installation, addition or modification of an existing mobilehome (including bump-outs, awning extensions and changes in exterior paint color) and accessories is required. No "homemade" structures are permitted. Prior written approval from management is required before any accessory equipment and structures are constructed and they must be built to contractor standards. The **Homeowner or corporation hired by the homeowner** installing the mobile home must provide a "damage deposit" in the sum of \$5,000.00 with management prior to disassembly or in the event of a vacant lot, installation.

B. Permits. The Homeowner shall be responsible for obtaining and providing management with all necessary permits and licenses prior to installation to, or addition or modification of any home or accessories. All improvements must comply with federal, state and local laws and ordinances. Management may require a final inspection and clearance from the State of California Department of Housing and Community Development.

C. Installation of Manufactured Homes. All homes must be: (a) no more than ten (10) years old and in very good condition, with Masonite or hardboard siding and composition shingle roof; (b) a minimum of 19½ feet by 40, as the lot permits. The homeowner must install the home and provide skirting, awnings, decking, railings and steps with railings within 60 days of execution of the lease agreement. Steps and decks must be carpeted with color pre-approved by Management or made of redwood, cedar, treated lumber or composite material. Painted plywood is not acceptable. All homes must conform to the lot size as shown on surveyor's plan. The mobilehome must have a removable hitch and tongue that must be removed at the time the mobilehome is installed.

D. Evaporative or Window Mounted Air Conditioners. Evaporative or window mounted air conditioners are not permitted except for those installed with Management's approval. Under no circumstances are evaporative or window mounted air conditioners permitted in the front of the mobilehome.

E. Awnings, Siding and Skirting. Awnings are required for carports. The siding and skirting of

new manufactured homes must be wood, Masonite, horizontal lap siding, simulated brick or rock. If new siding, skirting or awnings are installed on existing mobilehomes they must comply with these requirements.

F. Decks, Steps and Railings. A platform with steps and railings is required at every exterior door. Decks must be pre-approved in writing by management and may be raised to the floor level of the home.

G. Sunshades, Windscreens and Privacy Screens. Roll-up, wind screens or privacy enclosures must be pre-approved by Management.

H. Solar Panels. Solar heating equipment shall not extend more than 12 inches above an existing roof or awning. All exposed surfaces, except the actual solar collecting surface, must be of non-glare material and painted to match the existing roof of the home.

I. Antennas, Satellite Dishes and Cable System. No one may tamper, interfere with or handle the park's cable television system. Management approval is required prior to the installation of any antenna or satellite dish. Only one single "buggy whip" type radio antennae not more than three feet in length is permitted. Satellite dishes greater than one meter in diameter are not permitted. As long as the requirements do not unreasonably delay installation, unreasonably add to the cost, or harm reception, Federal Communications Commission regulations permit management to impose reasonable requirements about the placement and appearance of antennas and satellite dishes.

J. Maintenance. Your home, awnings, decks, steps, accessories, and storage shed are to be maintained in a clean, attractive, and well-kept condition. Painting and/or washing is to be done as needed to maintain such condition. Exterior paint colors must be pre-approved by management. Exterior carpeting is to be replaced when worn-through or torn. Loose, broken, or bent skirting and awning supports are to be repaired or replaced. Gutters should be cleaned regularly and remain weed free. On a periodic basis management conducts inspections of the exterior of every home and site to assist homeowners in identifying maintenance needs.

K. Storage Sheds. There may be no more than two storage sheds per site. Total floor area of no more than 120 square feet and may not exceed 10 feet in height. Storage sheds, if metal, must be made of aluminum. A storage shed may be built under and extend to the underside of the awning. On the greenbelt, no shed may extend beyond the back of the house. Sheds are subject to the prior approval of management.

L. Window Coverings. All windows must have drapes, curtains, blinds or shutters which are aesthetically pleasing and maintained in good condition and repair. Windows and screens must be maintained with no cracks, holes, rips or tears. Aluminum foil, sheets, drop cloths, etc. shall not be used as window coverings.

M. Registration Fees. The homeowners must keep State of California Department of Housing and Community Development registration fees current.

N. Contractors. Contractors performing work exceeding \$5,000. in labor and materials must register with management and provide proof of insurance, license, and bond.

O. Electrical Appliances. Due to the physical limitations of the park's electrical system (50 amps per space), gas appliances are recommended. The installation of heat pumps, air conditioners and other major appliances must be pre-approved by management. If the homeowner causes an overload due to excessive electrical use, the homeowner shall indemnify and hold Paseo de Palomas harmless for any damage to the homeowner's personal property, the property of the park and the property of other residents and will be responsible for the cost and repair.

## 5. LANDSCAPE AND HOMESITE STANDARDS

A. Lot Markers. The borders of the homesites are marked with saw cuts in the curb and/or white PVC pipe at the other corners. These monuments are to remain undisturbed.

B. Variances. A variance for any use, past established the lot lines (easements, gardening), must be applied for in writing and approved by the Board of Directors. There may be no permanent structures (fencing, patio tiles, etc.) put outside lot lines with the exception of pre-approved walkways to the greenbelt path. The variance is granted only to the current homeowner and home. Any variance may be revoked by management if the use does not meet the standards of the community. When a home is sold, any variance must be reapplied for and is not automatically approved. This must be stated in any sales agreement.

C. "Good Neighbor Agreements". Although individual homeowners may enter into agreements, in which they grant each other access to their space for landscaping, and allocate maintenance and liability responsibilities, the fact is that the lot lines have not changed. All such agreements are fully revocable and personal, and that in the event a home is sold or transferred and the new owner does not wish to accept the pre-existing arrangement, these agreements would be cancelled and any vegetation, structures, etc., encroaching onto another space would have to be removed at the expense of the person who installed/planted them, or their successor. This also applies to any upgrades or changes to current owners' spaces. All homeowners involved must agree in writing and submit such agreement, signed by all parties, to the park manager.

D. Fences. To avoid damaging underground utilities, management should make a physical inspection prior digging of any post holes. Any new fence construction along lot lines will be the responsibility of the homeowner. A detailed plan must be submitted to the architecture committee and approved by management prior to construction.

- i. Side fences (between homes) may not exceed 6 feet in height and must be set back a minimum of 3 feet from the park streets.
- ii. Front and back fences (street side and park green walkway side of the home) may not exceed 42 inches in height.
- iii. All fences are subject to the location requirements set forth in Title 25 of the California Code of Regulations.
- iv. Any permanent fence approved to be on the park side (green walk-ways)

must be non-solid (picket type, open grids etc.) and constructed within the property lot lines.

- v. The architecture committee & board of directors will only approve temporary easements for portable, picket-style fences along the greenbelt that may not exceed 42 inches in height. These fences must be removed when the home is sold.

E. Installation of Landscaping. To avoid damaging underground utilities, management should make a physical inspection prior to digging. The homeowner is responsible for all costs of repairs to any utilities damaged by resident. Prior to landscaping any part of the homesite, a detailed plan must be submitted and approved by the landscape committee and management. Landscaping plans must be submitted to management within 60 days of installation of a manufactured home. After approval by the landscaping committee, the landscaping must be completed within 45 days. All areas must be maintained so there are no weeds growing. No trees or tall plants of any type may be planted on the homesite without first obtaining written permission from the landscaping committee. Management may require the removal of any landscaping which has not been approved prior to installation. Vegetable and herb gardens not visible from the park streets are permitted. Tall vegetables exceeding 3 feet in height are not permitted.

F. Landscape Maintenance. The homeowner is responsible for the care and maintenance of all trees and plants and the homesite is to be kept clean of weeds, leaves and other plant litter. In the greenbelts, if the English ivy has been removed, the homeowner is responsible to maintain the landscaping. If it becomes an eyesore, management will have the park's gardeners maintain it and the homeowner will be billed. This applies even if the current homeowner was not the one that removed the English ivy. All trees and plants must be kept trimmed, watered and weeded. Trees and plants must not

1. encroach upon other adjoining homesites,
2. overhang the roof of the home,
3. obscure street name signs or the street light fixture,
4. obscure the street view of persons driving in the Park, or
5. otherwise become a specific hazard or health and safety violation.

Homeowner is not permitted to remove or trim community installed trees in the common areas. Homeowner may not remove any trees and/or grind any stumps on their homesite without prior management approval.

G. Drainage. The existing drainage pattern and grading of the homesite may not be changed without management's consent. Homeowner is responsible for insuring that water drains away from mobilehome into the street, but not onto other homesites or common areas. Homeowner will be required to correct improper drainage at his/her expense, including the re-leveling and/or removing and replacing any improvements.

H. Storage, laundry drying and firewood. Storage of anything beneath, behind, or on the outside of the mobilehomes is prohibited including but not limited to appliances such as refrigerators and freezers, furniture other than standard outdoor furniture, and boxes. Personal belongings such as brooms, mops, gardening tools and supplies, camping equipment, etc. must be stored inside the home, a storage cabinet or storage shed.



Storage under the mobilehome is prohibited by the California Code of Regulations, Title 25. Drying of clothes outside the home or in the recreation area is prohibited. Homeowners may use the clotheslines located near the clubhouse for drying any laundry. Firewood must be neatly stacked and if visible from the street, must not exceed one-half cord and be covered with a brown tarp.

I. Driveways. No asphalt, gravel or dirt driveways are allowed. Homeowners may only install driveways of quality materials such as concrete, brick, pavers, stone or other like quality materials. It is the homeowner's responsibility to keep the driveway clean and free of vehicle fluids. Written approval from the management is required before homeowner may paint or apply any material to driveway. As a condition of approval of the installation of a manufactured home, management may require a new driveway.

J. Gutters. The gutter in front of the homesite must be kept clear of obstructions. Plate steel may be used as a bridge over the gutter.

K. Hazardous Materials. With the exception limited quantities used for normal residential purposes, no flammable, explosive, noxious in nature or environmentally hazardous substances that threaten the health and safety of the community are permitted at any time at any homesite. Hazardous materials of all types must be disposed of at a legally authorized hazardous waste facility and never poured on the ground, put in the dumpster or poured down the drain or sewer.

L. Concrete. No pouring of concrete and/or brickwork is permitted on the homesite without the prior approval of management.

M. Fire pits, Ponds or Other Permanent Improvements. No permanent outdoor fire structures, pools, ponds, spas, Jacuzzis or fountains of any type is permitted. Homeowner may not make any permanent changes to the homesite without written approval from the management.

N. Exterior Lights and Security Cameras. Bright exterior lights must not shine in neighbors' homes. Security cameras should not invade a neighbor's privacy.

O. Exterior Furniture and Appliances. Only patio furniture, manufactured specifically for outdoor weather conditions may be placed outside the home or accessory structure. One residential type barbecue is permitted.

P. Holiday Decorations. All holiday lights and decorations must be removed by one month after the applicable holiday.

Q. Flagpoles. Installation of a freestanding flagpole requires advanced management approval. At night American flags should be illuminated.

## **6. AUTOMOBILES AND RECREATIONAL VEHICLES**

A. Parking. Homeowner's vehicles must be parked in the driveway and may not be parked anywhere else on the homesite. With the permission from a neighbor, a resident may park their vehicle in the other resident's driveway. Parking is not allowed anywhere else in the park including the park's common areas. Vehicles may not extend beyond the gutter.

Inoperable, unsightly, or unregistered vehicles are not allowed anywhere within the park. Trucks and/or truck beds cannot be parked permanently in the driveway and used as a storage facility.

B. Guest and Street Parking. Park streets serve as fire lanes therefore with the exception of brief parking (not exceeding 20 minutes) for picking up and/or delivering goods or persons and for switching cars in and out of driveways, parking is prohibited. Parking in the emergency/fire-lane area at the west end of Paseo de Palomas and at the north end of La Paz is not allowed at any time. Turn on your vehicle's emergency flashers to alert others that your vehicle is in the park street. Homeowners are not permitted to use guest parking areas. Long-term (overnight and more than one day) parking in guest-parking areas by residents, their relatives and/or their guests is not permitted unless the resident's space number is displayed on the dashboard. Temporary- and guest-parking permits should be obtained from the park office. A guest may only use the guest-parking while visiting a homeowner that is present in the park. Management reserves the right to have any vehicles towed at owners' expense that violate the street and guest parking rules.

C. Car Repair Work. Major repairs, welding, or the tearing down of vehicles in carports, on driveways, or on the street is not allowed. Vehicles must not leak fluids onto driveways, streets or guest parking lots. The homeowner is responsible for the cost of repairing any damage to driveways, streets or guest parking lots caused by the homeowner or his/her guests.

D. Recreational Vehicles. Recreational vehicles are not permitted to be parked in the park.

E. Park Streets. Vehicles in excess of three quarters (3/4) ton GVW rating are not permitted to park in the park overnight. Pedestrians and bicycles have the right-of-way at all times. Given the residential nature of the Park, please use caution at all times and drive slowly and cautiously. The speed limit is 10 miles per hours. Drivers will come to a complete stop at all stop signs. Safe driving is to be observed by the homeowner and his/her guests.

F. Skateboarding and Bicycles. Bicycles, skateboards, roller skates and inline skating are not allowed on the greenbelt or the recreation area.

G. Registration of Vehicles. All homeowners, caregivers, housesitters, long term guests and residents must register vehicles with the park office.

H. Towing. Management reserves the right to tow any vehicle in violation of these rules at owner's expense.

## **7. UTILITIES**

I. Utility Pedestal and Boxes. The utility pedestal has service risers for electricity, gas, water, sewer, television, and telephone. The management provides service up to and including: 1) the main breaker on the electric riser, 2) the gas meter, 3) the water meter, and 4) the clean-out fitting on the sewer line at the pedestal. The homeowner must preserve clear access to the utility pedestal at all times. Homeowner must provide management access to any locked gates (lock or combination) in order for management to read utility meters.

Homeowner shall not connect any apparatus or device for the purposes of using electric current, natural gas or water. There may be an above-ground or in-ground utility junction box on the homesite to provide access to valves or terminals for repairs or maintenance. Clear access to these junction boxes must be preserved and the boxes must remain undisturbed. All electrical, water, sewer, and gas connections must be kept in good, safe, and leak-proof condition.

J. Utility Lines. Underground utility lines are generally located at the rear of the homesite and clear access must be maintained to provide for inspections and for excavation in order to do repairs. Any planting or permanent improvement over utility lines or around utility pedestals is subject to disturbance or removal. If permanent improvements such as concrete, storage sheds, and wooden structures must be moved to access utilities, they will be moved at no charge to the homeowner and every attempt will be made to minimize damage. Replacement of such improvements will be the homeowner's responsibility. The homeowner shall bear the cost of repairs to any utility lines for damage caused by the homeowner, guest, or contractor by digging or driving stakes or rods into the ground.

## **8. TRASH COLLECTION**

K. Refuse and Trash. Each person must dispose of his/her refuse, trash, and garbage in plastic trash bags until deposited in the park dumpster. Trash containers for storage of garbage are not permitted on homeowner's homesite. Recycling bins and yard waste bins are permitted on the homesite for temporary storage until such time as the recyclables and yard clippings are disposed of in the dumpsters. All recyclables and yard clippings must be stored neatly in the proper bins out of sight from the park street in the rear of the homesite. All trash must be disposed of in the park dumpster and the park dumpster's lid kept closed at all times. Bringing refuse from outside the park for disposal is not permitted at any time. The homeowner shall pay extra charges to the disposal company for large quantities of debris or refuse.

L. Disposal of Furniture and Large Items. Homeowner must make his/her own arrangement for the disposal of large items such as furniture, appliances, construction materials, carpet, etc. Homeowners are not permitted to dispose of any furniture or large items in the park dumpsters.

## **9. PETS**

M. Number and Type of Pets Permitted. The homeowner and all occupants of the home, collectively, are permitted to keep two pets. This may any combination of cat, dog, bird or other domesticated animal. Any number of aquatic animals kept within an aquarium. This limitation on the number of animals living in the home precludes any breeding or birthing of litters. No farm, exotic, illegal or dangerous animals will be allowed.

N. Registration. The homeowner is required to register the pets in writing with management. Pets will be photographed and proof of current licensing and inoculation must be provided by the pet owner. In the event of a pet's death, any new pet must go through the same approval and registration process with

management.

O. Restrictions on Dogs. Dogs belonging to residents and/or their guests must not exceed 30 pounds at maturity. Dogs shall not be of a breed or mixed breed that is known to be aggressive which includes, but is not limited to: German shepherd, Pit Bull, Rottweiler, Doberman, Malamutes, wolf hybrid, Akita, or Chow. Once a dog has demonstrated aggressive tendencies, the homeowner shall be required to remove said dog permanently from the park. Homeowners are strictly liable and responsible for any acts by their dog, including biting and attacks on other park residents and agree to indemnify and hold park harmless for any damage

P. Inoculation. All pets must be maintained by the pet owner in compliance with all state or local laws, regulations or ordinances governing humane care, inoculation and licensing. Any animal abuse will be referred to appropriate authorities and is cause for revocation of the management approval of the pet.

Q. Guest's Pets. Guests may not bring their pets into the community without management approval.

R. Rules of Conduct for Pets and Homeowners and/or their Guests. All homeowners are responsible for the behavior of their pets and their guests' pets. Pet behavior must be in compliance with the following Rules and Regulations or the pet will be subject to removal from the Park.

- a. While pets are inside of the Homeowner's home, they may not produce noise that disrupts the quiet enjoyment of others in the park.
- b. Plans for housing or enclosures for pets must be submitted to management for approval. In no event can the enclosure exceed 48" in height. If fencing is used then the fence regulations must be followed.
- c. With the exception inside the home, a pet enclosure or fenced yard, all pets (including cats) must be on leashes which must be held at all times by a person capable of controlling the animal. Pets may never be tied outside the home even if the Homeowner is present. Pet droppings on the homesite must be picked up daily.
- d. Pets may be walked off of the homesite on the streets and common areas providing that the pet is on a leash which must be held at all times by the homeowner and the homeowner is in visible possession of a feces disposal bag. You must control your pets so that they urinate and defecate on the entry road. Any droppings must be picked up immediately and carried by the homeowner to a proper receptacle. Pets may not enter or come into contact with any other person's homesite without his/her express permission. Pets must not be allowed to urinate on other homeowner's plants. Pets are not allowed in the clubhouse, recreation hall, or swimming pool area.
- e. At no time or place (including the homeowner's homesite) shall a pet be allowed to annoy or threaten any person with negative behavior such as but not limited to: snarling, growling, lunging or excessive barking.

- f. Homeowners should not feed and/or otherwise attract feral cats or other animals. Pet food should not be left outside.

S. No Pet May Roam At Large Within the Park. The park rules and regulations and the California Code of Regulations, Title 25, Section 1116 (a) prohibits dogs, cats and other domesticated animals from being allowed to "roam at large" within the park. Because of this, management may live-trap animals that are roaming within the park for transport to the County Animal Control Department.

T. Litter Disposal. Cat, bird, and dog litter is not to be placed in the sewage system and should be cleaned up daily and disposed of inside the homeowner's trash container or taken to the dumpster.

U. Responsibility and Liability. The homeowner is responsible and liable for all behavior of his/her pet including damage or injury to people, property and other pets. As it comes to its attention, the management will cite homeowners for violations of these rules and regulations, however the management cannot control animal behavior and cannot be held liable for an animal's actions.

## **10. RECREATIONAL FACILITIES AND COMMON AREAS**

V. General Use. The clubhouse and pool area are recreational facilities for the pleasure and use of all homeowners and residents of the park. Operating hours and rules for these facilities are posted. Management maintains a schedule of all regular activities that are held in the recreational facilities. Guests are welcome at the recreational facilities while accompanied by a homeowner. Up to four (4) guests per home may use the facilities. With advance notice additional guests may use the facilities. Management reserves the right to deny the use of the recreational facilities to any homeowner and their guests if the use is offensive and/or unreasonably detracts the use and enjoyment of the common facilities by other residents and guests. Use of gum is not permitted in the pool area, bocce ball court, or putting green area. No smoking is allowed in the buildings.

W. Scheduled Events. The recreational facilities are available to homeowners to host private functions such as anniversaries and birthday parties under separate agreement with management. A homeowner wishing to reserve a recreational facility for an activity or gathering of homeowners and residents must apply to the management to ensure availability and avoid conflicts with other previously scheduled events. Any activity or gathering held in the recreational facilities must allow for continued access to the facilities by all homeowners. Such functions must not be open to the general public, must not be of a commercial nature, and must allow for continued access to the facilities by all homeowners. The homeowner scheduling the event is responsible for cleanup immediately after the event, leaving the clubhouse in the same condition prior to the event. A refundable cleaning deposit of \$200 must be made at the time of reservation. This check will be deposited. A check-off form noting the condition of all areas to be used must be signed by the resident and either the park manager or a board member prior to the function and reviewed and signed-off on after the function. Homeowner shall be responsible for all damage to person, property of any sort arising out of the event.

X. Swimming Pool/Spa. The swimming pool is for the exclusive use of homeowners,

residents and their authorized guests. Guests must be accompanied by a homeowner or resident when using the swimming pool and spa. Up to four (4) guests per home may use the facilities. With advance notice additional guests may use the facilities. Use of the swimming pool and spa are at the homeowner(s)', resident(s)', and/or guest(s)' risk. No lifeguard at the swimming pool is provided. Additional swimming pool rules are posted at the pool. Failure to comply with the posted pool and/or spa rules may result in the loss of the privilege to use the facilities. Any person under the age of 14 must be accompanied by an adult when using the pool. No person under the age of 14 is permitted to use the spa/Jacuzzi. Management will keep the pool open for the posted hours barring temporary closures for repairs, weather and/or other unforeseen conditions. All guests 18 and under may not use the pool from 2:00 p.m. to 5:00 p.m. daily if requested by a resident. All may use the pool all day on Memorial Day, the 4<sup>th</sup> of July & Labor Day.

Y. Billiard Room. Pool players must be a resident or the guest of a resident and over eighteen (18) years of age. All guests must be accompanied by a resident. There is a limit of two (2) games if others are waiting to play billiards.

Z. Bocce Ball Courts and Putting Green. No persons under the age of 16 may use the bocce ball courts or putting green without adult supervision. No activities other than bocce ball on the courts or putting practice on the putting green is permitted. Homeowner and guest must use care in handling all the bocce ball equipment so as to not cause any damage. In the event of misuse, management reserves the right to revoke the privilege to use these amenities.

AA. Proper Attire. Swimsuits are not appropriate attire for the clubhouse except for access directly to bathrooms. Swimmers must dry off before entering the clubhouse and shoes must be worn.

BB. No Glass containers allowed in any of the outside recreation areas.

CC. Risk. The recreational facilities and common areas are used at the homeowner's, resident's and the guest's own risk. No lifeguard at the swimming pool is provided.

DD. Laundry. The laundry rooms and laundry machines are only for the use of homeowners and residents. All laundry must be removed upon completion of cycle in order to free up the machines for use by others. Overloading, dyeing/tinting clothes and materials, or any other use which would cause damage to the laundry machines is not permitted. Management is not responsible for damaged, lost or stolen items.

EE. Use of park facilities by public. The use of any park facility to which the general public is invited or for commercial or business purposes is specifically prohibited. Park facilities will not under any circumstances be made available to the general public.

## **11. GENERAL CONDUCT**

FF. Disturbance of Others. Actions by any person or pets that may be dangerous or creates a health and safety problem, unreasonably disturbs or substantially annoys others is 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. Homeowners, residents, guests and management must treat each other respect and courtesy. All audio devices and musical instruments must be used in a low volume, so as not to disturb other residents. Additional care and sensitivity to noise must be given between the hours of 10:00 P.M. to 8:00 A.M. No construction or home repairs will be permitted before 8:00 A.M. or after 7:00 P.M. This includes hammering, sawing, grinding, or any loud construction noise.

GG. Marijuana. Any consumption of marijuana must be confined to the interior of homeowner's home so that the smoke does not affect other nearby residents. The use and possession of marijuana must strictly conform to all State regulations. No marijuana plants may be grown outside of the home.

HH. Trespass and Entry. No person shall trespass on the homesite of others or on community areas that are not normally open to general use.

II. Damage to Park Property. Homeowner is responsible and liable for any breakage, destruction or vandalism caused by himself/herself and his/her guests. Upon written demand by management with estimates, homeowner shall pay to management for damage to park property caused by homeowner, homeowner's household occupants and/or guests.

JJ. Activities Necessitating Police Intervention. Homeowner and homeowner's household occupants shall not engage in activities which result in police or other law enforcement agencies making numerous visits to homeowner's home.

KK. Subleasing or Assignment. The homeowner shall not assign, transfer, sublease or otherwise rent all or any portion of the homeowner's home or premises, except as provided by the MRL.

## **12. SALE OF MOBILEHOME, SUBLEASING, OR ASSIGNMENT OF HOMESITE**

LL. Prior Notice of Sale. Homeowner must provide Paseo de Palomas 30 days' written notice of your intent to sell your mobilehome. "For Sale" signs are permitted on the street side of your homesite. All realtors must meet with management prior to listing and marketing the mobilehome for sale. Paseo de Palomas has the right to accept or reject any prospective homeowner as provided by the Mobilehome Residency Law (MRL) of the California Civil Code. The purchaser must fully complete the application and return it to the park office to be processed.

MM. Exterior Inspections of Mobilehomes to be sold. Upon notification to the park that a homeowner is selling his/her home, management will conduct an exterior inspection of the mobilehome and the selling homeowner will be provided with a written inspection sheet which will detail what improvements/upgrades the park will require be made to the exterior of the mobilehome and/or the homesite prior to its resale.

NN. Interior Upgrades to Current Codes. Depending on the age of the mobilehome, management may require homeowner to comply with Civil Code section 798.73 to perform upgrades so that the mobilehome is in compliance with current codes.

OO. Completion of work to exterior of mobilehome and/or mobilehome space prior to sale. Except with the prior written permission of the park, all exterior maintenance, improvements and upgrades and certificate of clearance of the mobilehome's compliance with current codes must be completed prior to the sale of the mobilehome by the selling homeowner.

PP. Transfer of title/Stock Shares. The park will require a selling homeowner to provide proof that the purchaser will become the new registered owner of the mobilehome. Original signed certificates of stock must be returned to Paseo de Palomas before new certificates can be issued. Existing shares automatically transfer to a purchaser who has been approved by Paseo de Palomas upon close of escrow and/or transfer of title.

QQ. For Sale Signs. Only one for-sale sign may be displayed on the homesite as provided by the Mobilehome Residency Law (MRL). Any "open house" type of marketing events that are advertised to the general public are only permitted one day per month.

RR. Occupancy Requirements. All prospective purchasers must be approved by management, executed all residency documents, and provided proof of insurance prior to occupancy of the mobilehome.

### **13. PARK OFFICE AND COMPLAINTS.**

A. Park Business. Except for emergencies, please do not telephone or contact Management after normal business hours. All park business is conducted during posted office hours. The park office phone is for business and emergency use only. All complaints should be in writing and signed by the person making the complaint. All written complaints shall be kept on file.

B. Park Personnel. Homeowner shall not request maintenance personnel to perform jobs for homeowner, nor shall homeowner give instructions to maintenance personnel. Any repair request shall be submitted to management in writing.



**ACKNOWLEDGMENT:**

I have received and read a copy of these rules and regulations and agree to abide by same and any future changes that may be made pursuant to any changes in the local, state, or federal laws or regulations affecting mobilehomes and mobilehome communities.

Address: \_\_\_\_\_

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

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

Signature

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

Print

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

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

Signature

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

Print

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

\_\_\_\_\_  
Paseo de Palomas, Management