

RISELEN PARK
10077 Marysville Road
Dobbins, CA 95935

MOBILEHOME PARK RULES AND REGULATIONS

(Enacted December 1, 2022)

These Rules and Regulations have been adopted by Riselen Park are incorporated into your rental agreement. Riselen Park reserves the right to supplement and amend these Rules and Regulations.

1. DEFINITIONS

- A. Park:** Any reference to “Park” refers to Riselen Park.
- B. Resident:** Any reference to “Resident” refers to a person who has a tenancy in the Park and who has signed a rental agreement with Park Management.
- C. Household Member:** Any reference to “Household Member” shall mean a person who resides in the Park and is listed on a Rental Agreement as being permitted to reside in the Park, but who has not signed a Rental Agreement. Being a “Household Member” does not give such person or persons any rights of tenancy in the Park.
- D. Guest:** Any reference to “Guest” shall mean any person who is not a Resident or a Household Member and who enters the Park under a Resident or Household Member’s permission.
- E. Home:** Any reference to “Home” refers to the mobilehome, manufactured home, or recreational vehicle trailer on a Homesite.
- F. Homesite:** Any reference to “Homesite” means a space within the Park which is rented, or held out for rent, for the placement of a mobilehome, recreational vehicle, campsite, or other type of occupancy.
- G. Management:** Any reference to “Management” refers to the owners, managers, employees, and other agents of, Riselen Park.
- H. You and Yours:** Any reference to “you” or “yours” refers to Resident(s).
- I. Rules:** Any reference to “these Rules” refers to these Rules and Regulations.

2. PARK OCCUPANCY

- A. Approved Occupants.** Only Residents and Household Members may occupy the Park.
 - i.** As used in these Rules, “occupy” shall mean to use the Park, or any mobile home or recreational vehicle in the Park, as a temporary or permanent residence.
 - ii.** A person shall be deemed to occupy the Park, if Management, in its sole discretion, makes a good faith determination that the person is temporarily or permanently using the Park as a residence.
- B. Registered Owners.** Each mobile home and recreational vehicle must be permanently occupied by at least one Registered Owner who has entered into a rental agreement with Management.

- i. Each year Residents must deliver to Management a copy of their mobile home or recreational vehicle's current registration document as soon as it is provided by the Department of Motor Vehicles or the Department of Housing and Community Development.
- C. **Subletting and Assignments.** The subletting of any mobile home, recreational vehicle, Home, or Homesite in the Park, or any interest therein, is prohibited without the prior written consent of Management. The assignment of any interest in any mobile home, recreational vehicle, Home, or Homesite in the Park, or any interest therein, is prohibited without the prior written consent of Management.
 - i. Any attempt to sublet or to make an assignment in violation of this section shall be null and void.
 - ii. Notwithstanding anything in this section to the contrary, these Rules shall not be construed to prohibit a Resident from exercising the rights provided to them under Civil Code section 798.23.5.
- D. **Maximum Occupancy.** At no time shall any mobile home be occupied by a total number of persons that would exceed two (2) persons per bedroom.
- E. **Occupancy Outside Mobilehomes.** Only the interior of mobile homes and recreational vehicles may be used as living quarters and/or sleeping accommodations. Storage sheds, porches, patios, and all other accessory buildings/structures shall not be use as living quarters or sleeping accommodations.
- F. **Companions and Caretakers.** Notwithstanding anything in these Rules and Regulations to the contrary, these Rules and Regulations shall not be construed to prohibit a Resident from exercising the rights provided to them under Civil Code sections 798.34.
- G. **Household Members.** Household Members must comply with all of the rules of the Park, including the provisions of these Rules.
 - i. **Resident's Responsibility.** Residents are responsible for their Household Members' conduct. A violation of any of these Rules and any other rules of the Park or federal, state or local laws, ordinances or regulations by a Household Member shall be treated as a violation by the Resident.

3. **LAWS, ORDINANCES, AND REGULATIONS**

- A. **Laws Affecting Mobilehomes.** All federal, state and local laws, ordinances, and regulations affecting mobile homes, recreational vehicles, mobile home parks, mobile home park living, and/or recreational vehicle park living are incorporated herein as set forth in full. These include, but are not limited to, the Mobilehome Residency Law, Recreational Vehicle Park Occupancy Law, Mobilehome Parks Act and Title 25 of the California Code of Regulations. Residents and Household Members, and their Guests, must comply with such laws at all times.
- B. **General Laws.** Residents and Household Members, and their Guests, shall comply with all federal, state and local laws, ordinances, and regulations at all times.

4. **RULES OF CONDUCT**

- A. **Prohibited Behavior.** Residents and Household Members, and their Guests, may not engage in any conduct which jeopardizes the health and/or safety of Park occupants, neighbors, management, or any other person in the Park. Residents and

Household Members, and their Guests, will not engage in any conduct that creates an unreasonable annoyance to others in the Park or disturbs the peace of others in the Park. Such conduct includes, but is not limited to, any unusual, disturbing, or excessive noise, quarreling, fighting, threatening or illegal conduct, profanity, and rude or abusive language or conduct. The consumption of alcohol and/or open alcoholic containers shall not be allowed outside of the Homesites. Persons under the influence of alcohol or any other substance or drug shall not be permitted in any area of the Park which is held open to occupants of the Park for shared use.

- B. Weapons Prohibited.** Firearms, pellet guns, BB guns, slingshots, archery equipment, or similar devices or weapons are not allowed to be used in the Park and may not be displayed in a way that is viewable by other occupants of the Park.
- C. Quiet Hours; Curfews.** The hours between 10:00 p.m. and 7:00 a.m. are designated as quiet hours. During this time all noise must be kept at a level where it cannot be heard by other occupants of the Park when inside their Homes. During this time discretion shall be used in the operation of vehicles within the Park and all vehicle traffic must be kept to a minimum amount and noise. Vehicles that cannot be operated at a reasonable sound level shall not be operated in the Park during this time.
- D. Spray Paint.** Spray paint guns and similar equipment may only be used within the Park with Management's prior written approval.

5. COMMON AREA FACILITIES.

- A. Provision of Common Area Facilities Discretionary.** All common area facilities offered by the Park for the use by Residents shall be at Management's sole discretion and Management may discontinue the offering of such facilities at any time, without advance notice, and without reason. Nothing in these rules and regulations shall be construed in a manner as to create an obligation on the Park or Management to provide any common area facilities.
- B. Use.** Common area facilities are to be used by Residents and Household Members only.
 - i.** The common areas and facilities of the Park are to be used for their intended purposes only.
 - ii.** All rules and instructions posted by management in common area facilities must be followed.
 - iii.** Residents and Household Member must leave common area facilities clean after each use.
- C. Hours.** Any common area facilities offered by the Park shall be open or available to residents at all reasonable hours and the hours of the common area facility will be posted on the facility.
 - i.** Management reserves the right to close common facilities at any time without prior notification, as needed, whether for cleaning, maintenance, or otherwise.
 - ii.** Common facilities may not be used during those times they are closed.
- D. Civil Code § 798.51.** Nothing in this section shall be construed to prohibit or interfere with a Resident from exercising the rights provided to them under Civil Code section 798.51.

E. Laundry Facilities

- i. Posted laundry facility rules and machine use instructions and guidelines must be adhered to.
- ii. Laundry facilities and equipment are to be used by Residents and Household Members only.
- iii. The use of washers for dyeing or tinting is strictly prohibited. The laundry facility may only be used for clothing or household belongings but may not be used for the washing/drying of large items such as rugs, blankets, or sleeping bags. Laundry must be immediately removed from machines when the laundry is finished. The laundry room must be left clean after use.
- iv. The laundry facility may be closed from time to time for routine cleaning and/or maintenance and repairs. During those time the laundry facility may not be used.
- v. Children may not use the laundry facility.

6. GUESTS

- A. **Compliance with Rules.** Guests must comply with all of the rules of the Park, including the provisions of these Rules.
- B. **Resident's Responsibility.** Residents are responsible for their Guests' conduct, as well as the conduct of any Guest of their Household Members. A violation of any of these Rules and any other rules of the Park or federal, state or local laws, ordinances or regulations by a Guest shall be treated as a violation by the Resident.
- C. **Guest Occupancy.** Guests may not occupy the Park without the prior written permission of Management.
 - i. Guests may not stay in the Park for more than twenty (20) consecutive days or more than a total of thirty (30) days in a calendar year Any Guest who stays in the Park for more than twenty (20) consecutive days or more than a total of thirty (30) days in a calendar year shall be considered to be occupying the Park in violation of these Rules.
 - ii. Management shall have the right to require any Guest who exceeds the maximum day limitations of this section to register with Management. This section shall not be construed as a waiver of Management's right to exercise any other remedy available to it, including eviction.
- D. **Guests in Common Areas.** All Guests must be physically accompanied by the Resident or Household Member whom they are a visiting when said Guest is outside of that Resident or Household Member's Homesite and in the Park. Notwithstanding the afore stated, Guests are not required to be accompanied by a Resident or Household Member if they are driving a vehicle directly from the Park entrance to the Homesite, or vice versa.
- E. **Absences by Resident.** If all Residents and Household Members will be absent from a Homesite for more than forty-eight (48) hours, no Guests may occupy or otherwise use the Home or Homesite without the prior written approval of Management. In the event Management provides such consent, the Guest may only use the Home and Homesite, but may not use any of the common facilities of the Park.

F. No Tenancy Rights. Guests do not have any rights of tenancy in the Park.

7. HOMES AND HOMESITES

- A. Residential Use.** Homes and Homesites shall be used solely for residential purposes, except as provided in subparagraph "B" below relating to commercial activities.
- B. Commercial Activity.** Residents and Household Members are prohibited from conducting any business or trade in their Home, on their Homesite, or in the Park without the prior written permission of Management. Management shall have sole discretion in determining whether to allow the operation of a business or trade and may grant such permission subject to any conditions Management deem necessary or appropriate. In the event Management allows a commercial activity in the Park, the Resident must obtain all appropriate state or local permits, provide a copy of such permits/licenses to Management, and must comply with all requirements of the license or permit and all laws. In the event federal, state, or any other law requires Management to allow a Resident to operate a specific business or trade within the Park, such consent shall be given.
- C. Accessibility to Management.** Homesites shall be maintained in a manner that allows management access to the Homesite to facilitate repairs, maintenance, and other access as needed. In addition to Management's rights of entry provided by Civil Code sections 798.26, Management shall also have the right, upon 24 hours notice, to enter upon the Homesite for the purpose of conducting an inspection thereof.
- D. Storage Sheds.** Storage sheds/outbuildings may not be installed without the prior written consent of Management. Storage sheds/outbuildings may not exceed one hundred twenty (120) square feet in size. The location and size of storage sheds/outbuildings must be approved by Management and shall be in compliance with all applicable laws, ordinances and regulations. No storage shed may exceed eight (8) feet in height. Storage sheds/outbuildings must be of a material which is approved by Management. Storage sheds must be in a color and texture compatible with the exterior of the mobilehome on the Homesite and must be approved by Management.
- E. Additions/Alterations to Homesites.** Residents shall not make any additions, changes, modifications, or alterations to their Homesites without first obtaining Management's written consent. At Management's option, when surrendering the Homesite the Resident shall, at their expense, remove all such alterations, additions, modifications, and improvements installed by the Resident, and the Resident shall return the Homesite to the condition in which it was received by them. Additions and/or improvements to the Homesite, which Management does not request be removed, shall become the property of the Park and shall remain on and be surrendered with the Homesite when it is vacated by the Resident. Notwithstanding the preceding sentence, Residents shall have the right to remove storage sheds and other accessory structures that they have placed on their Homesite, so long as, they are not affixed to the real property, are not on a foundation, and are not permitted, and, so long as, they are removed prior to the Resident vacating the Park. Any storage shed or other accessory structure left in the Park after the Resident has

vacated the Park, or been evicted therefrom, shall become the property of the Park. Notwithstanding anything in these Rules to the contrary, these Rules shall not be construed to prohibit a Resident from exercising the rights provided to them under Civil Code section 798.29.6.

- F. Additions/Alterations to Mobilehomes.** No alterations, changes, modifications, or improvements to the exterior of a mobilehome or recreational vehicle or their accessory structures may be performed without Management's prior written consent. Alterations, improvements, modifications, and changes to the interior of mobilehomes and recreational vehicles must comply with all laws, ordinances, and regulations and must not place any additional burden on the Park's utility systems or infrastructure. Notwithstanding anything in these Rules to the contrary, these Rules shall not be construed to prohibit a Resident from exercising the rights provided to them under Civil Code section 798.29.6.
- G. Additions/Alterations to Utilities.** No alterations, changes, modifications, or improvements to any utility infrastructure or fixtures, including gas, electric, water and sewer lines or connections and/or other utility service equipment may be performed without Management's prior written consent. Residents and Household Members, and their guests, shall not modify, alter, or otherwise tamper with any utility infrastructure or fixtures. Residents may not alter, change, or modify the electrical service delivered to their Home and/or Homesite and/or the electrical capacity of their Home or Homesite in any way without first receiving Management's prior written permission, which may be withheld at its sole discretion.
- H. Building Permits and Licenses.** If any construction or other work being performed on a Home or Homesite requires permits, licenses, or other similar permission from a governmental or quasi-governmental body or agency, the Resident shall obtain those permits or licenses and deliver a copy of the document to Management. All accessory equipment, structures and appliances must comply with federal, state, and local laws, regulations and ordinances.
- I. Repair of Damage.** If the exterior of a mobilehome, recreational vehicle, storage shed, or any other structure on a Homesite is damaged or destroyed, the Resident must repair the damage or replace the structure within thirty (30) days of such damage. If the damaged/destroyed structure is not a mobilehome, or attached to a mobilehome, then the Resident may elect to demolish the structure. In the event the Resident elects to demolish a damaged/destroyed structure, then the Resident must complete the demolition and remove all debris from the Park within thirty (30) days of such damage.
- J. Neighbors' Homesites.** Residents and Household Members, and their Guests, must respect the privacy of other Park occupants and may not at any time enter upon the Homesite of any other Park Resident without that Resident's consent.
- K. Empty Homesites.** Unrented and/or empty Homesites are reserved for the exclusive use of Park management. Residents and Household Members, and their Guests, may not enter upon any Homesite that is not leased by that Resident.

8. HOME AND HOMESITE MAINTENANCE AND APPEARANCE

- A. **General.** Residents shall keep their Home and accessory structures in good condition and repair. Residents shall maintain their Home and Homesite in a clean, well-kept and attractive fashion, including the front, sides and rear. Such maintenance shall include, but not be limited to, ensuring that the Homes and their accessory structures do not have rust, holes, or other damage or deterioration. Washing of the Home on a periodic basis is required. Management may require that the Resident paint the mobilehome or its accessory structures when, at its sole discretion, Management determines that such painting is necessary to maintain the aesthetic standards of the Park.
- B. **Neglect of Maintenance.** You are hereby notified pursuant to Civil Code section 798.15(g) that Management may charge a reasonable fee for services relating to the maintenance of the land and premises upon which a mobilehome or recreational vehicles is situated in the event the homeowner fails to maintain the land or premises in accordance with the rules and regulation of the Park after written notification to the homeowner and the failure of the homeowner to comply within 14 days. The written notice shall state the specific condition to be corrected and an estimate of the charges to be imposed by management if the services are performed by management or its agent. This subsection shall not be construed to impose any obligation on Management to provide any maintenance to any Home or Homesite, nor shall it be construed as a waiver of Management's right to exercise any other remedy available to it, including eviction.
- C. **Display of Registration/Homesite Number.** Mobilehomes and recreational vehicles occupying the Park must bear a current California registration or decal as required by law. Each Homesite shall display the Homesite number in a location designated by Management and in a format as provided by Management.
- D. **Signs.** Signs with your name and address are allowed on your Home or Homesite. Any sign advertising the sale or exchange of your mobilehome or recreational vehicles is limited in size as provided by California Civil Code section 798.70(a). Any change in the Mobilehome Residency Law affecting the restriction on signs shall automatically be applicable and made a part of these Rules and Regulations.
- E. **Window Air Conditioners and Water Coolers.** All air conditioning units on a mobilehome must be installed in accordance with the manufacturers' instructions. All air conditioners must be maintained in a safe, efficient, and neat manner.
- F. **Hanging Items Outside Prohibited.** No items, including but not limited to, towels, bathing suits, rugs, and laundry of any description, are to be hung outside a Home or on a Homesite to dry, air out, or for any other purpose.
- G. **Storage Under Home Prohibited.** Only attached wheels, hitches and other items specifically permitted by law or State regulation may be stored under your Home.
- H. **No Outside Storage.** No items may be stored, or otherwise kept outside of a Home or storage shed, including on a patio, porch, yard or other portions of the Homesite, except for the following: outdoor patio furniture, approved garbage containers, and manufactured barbeque equipment. No other items may be stored outside of a mobilehome, recreational vehicle, or storage shed without the prior written consent of Management. By way of example, items prohibited from being stored outside include, but are in no way limited to, appliances, indoor furniture, bicycles, brooms, tools, gardening equipment, debris, and refuse. If the Resident owns a ladder and

does not have an outbuilding that the ladder will fit into, then a single ladder may be stored outside, so long as it is in a manner which is not visible from the Park's street.

- I. Fences/Windbreaks.** Fences and windbreaks are not permitted on Homesites. For purposes of these Rules, the definition of "fence" or "windbreak" shall be the same as defined in Title 25 of the California Code of Regulations. Fences and windbreaks in existence at the time of the enactment of these rules and regulations shall be exempt from this rule.
- J. Antennas.** Antennas are limited to a maximum of five (5) feet in height beyond the mobilehome or recreational vehicle's rooftop. Satellite dish antennas are allowed, as provided under the law. Placement of any antennae must be approved in writing by Management, who shall have the sole discretion of determining the location of such antennae. Short wave antennas are not prohibited without prior written approval of Management and are subject to governmental permits and other restrictions.
- K. Flagpoles.** Flagpoles may be erected, so long as, they are mounted to the Home and do not exceed the height of the Home. Any flagpole that does not conform to the above is prohibited. Flagpoles in existence at the time of the enactment of these rules and regulations shall be exempt from this rule.
- L. Skirting.** Complete skirting of all mobilehomes is required. Skirting must be masonry or manufactured skirting unless written approval for another material is given by Management. Skirting must match the overall appearance of the mobilehome. The skirting must be installed and maintained in a neat and clean appearance with no gaps. Prior to installation or replacement of skirting, the Resident shall obtain Management's prior written approval as to material and color.
- M. Awnings/Carports.** Awnings and carports must comply with all provisions of these Rules, as well as all governmental laws and regulations. Awnings/carports may not be fabric material. Awnings and carports must be kept in good condition and free of rust. Awnings/carports must match the overall appearance of the mobilehome. Bent or broken awning/carport posts must be repaired or replaced.
- N. Porches and Deck Railings.** All porches, decks, and exterior stairs must have approved handrails and match the overall appearance of the Home.
- O. Garbage, Trash and Refuse.** All garbage, trash and refuse must be disposed of properly by being placed in an appropriate garbage container or by being hauled out of the Park. Garbage, trash, and refuse may not be allowed to accumulate on a Homesite. Residents must remove all of their garbage, trash and refuse from the their Homesite at least once a week. All food waste and other garbage which may attract flies, insects, or other wildlife must be sealed in plastic bags before being taken outside a Home. Residents may choose to secure waste disposal service to their Homesite with a local disposal company at their own expense. In such case, trash bins must be stored so that they are not visible from the street. Trash bins may be set out for collection the evening before the day the trash is to be collected and must be replaced to its storage place as soon as possible following collection.
- P. Utility Pedestals and Connections.** Residents are responsible for maintaining all electrical, water, sewer, and gas connections in a good and leak-proof condition and in compliance with all federal, state, and local laws, ordinances, and regulations.

The utility pedestals (water, gas, sewer, and electric hook-ups) must be accessible by Management at all times. If one of the Park's distribution valves is located on your Homesite, it must be kept uncovered and accessible. Residents may not change, modify, or otherwise tamper with any electrical, water, sewer, or gas connections, apparatus, and/or infrastructure. Residents are responsible for the cost to repair any utilities connections/infrastructure that is damaged as a result their failure to properly maintain them or the misuse, neglect, or intentional act of them and their Household Members, and/or their guests, including contractors.

- Q. Drainage.** Existing drainage patterns and grading of the Homesite may not be changed without Management's prior written consent.
- R. Permission to Dig.** To avoid damage to underground facilities, Resident's must have Management's prior written permission before any digging or ground surface penetration may be conducted; this includes driving rods or stakes into the ground.
- S. Health and Safety.** Anything which creates a threat to health and safety or threatens to damage persons or property is not permitted. Flammable, combustible, or explosive fluids, materials, chemicals or substances, may not be stored in the Park, except for those customarily used for normal household purposes. Flammable, combustible, or explosive fluids, materials, chemicals, or substances permitted under this section may only be kept in quantities necessary for normal household use and must be kept in proper containers.

9. INCOMING MOBILEHOMES

- A. Incoming Mobilehomes.** All prospective incoming mobilehomes must be approved by Management in writing prior to being brought into the Park.
 - i.** Management holds the sole discretion in determining whether to allow any certain mobilehome into the Park.
- B. Installation of Incoming Mobilehomes.**
 - i.** All mobilehomes and any accessory buildings must have all required permits prior to the beginning of construction/installation.
 - ii.** Copies of all required permits must be provided to Management prior to construction/installation.
 - iii.** For incoming mobilehomes, the installation of any structure (including the mobilehome), all required appliances, and accessory equipment must be completed within sixty (60) days of the date of execution of the Rental Agreement or from the date any construction materials (including the mobilehome itself) are delivered to the Homesite, whichever is later.
 - iv.** Management's written consent must be received prior to commencing installation of any structure. Management reserves the right to require a written plan be submitted to it describing in detail the proposed project prior to giving its consent.

10. LANDSCAPING

- A. General.** Landscaping of all Homesites must be completed within sixty (60) days of the date you sign the Rental Agreement or the mobilehome is placed upon the Homesite, whichever is later.

- B. **Approval Required.** Management's prior written approval for any proposed landscaping is required. Management reserves the right to require a written plan be submitted to it describing in detail the proposed landscaping prior to giving its consent
- C. **Landscaping Required.** Complete landscaping of the Homesite is required, and bare ground is not acceptable. Rock, bark, grass, trees, shrubs, and other landscaping material are acceptable. No trees or shrubs are allowed in the Park which may develop a root structure which could cause cracking, buckling or otherwise interfere with foundations, streets, sidewalks, driveways, or other Park facilities.
- D. **Responsibility for Maintenance.** Each resident is responsible for watering, fertilizing, trimming, and maintaining the landscaping on their Homesite. All plants used in the landscaping must be kept alive and attractive. Any landscaping plants that die must be replaced or removed. Each resident is responsible to clean up any mess created by their landscaping, such as, fallen leaves, limbs, and trees.
- E. **Trees.** The maintenance of trees, including trimming, pruning, removing, damage caused by, and planting, shall be governed by Civil Code section 798.37.5, to the extent applicable, as well as the provisions of these Rules.
 - i. In addition to the rights granted to Management by Civil Code section 798.37.5(a), Management shall also have the right to remove any tree which it believes causes or may cause a nuisance or other problem to the Park or its occupants.

11. VEHICLES

- A. **Operation.** Vehicles must be operated in a slow, safe, prudent manner and in accordance with all laws, ordinances, and regulations. The speed limit in the Park is 5 MPH.
- B. **Registration and Insurance.** All vehicles brought into the Park must display current registration and be properly insured.
 - i. Management shall have the right to demand proof of current registration and proper insurance for any vehicle that enters the Park.
- C. **Noise.** Vehicles that are excessively noisy, as determined by Management, are not permitted in the Park.
- D. **Repairs Prohibited.** Repairs and/or maintenance work on vehicles shall not be performed in the Park; this includes, but is not limited to, the changing of any fluid of a vehicle. In the event a vehicle becomes inoperable due to a minor issue, such as, a dead battery or flat tire, emergency repairs may be allowed but only to the extent that the repair is minor, is necessary to render the vehicle operable, and can be completed within 24 hours. Vehicle repairs of any sort may not be performed in the Park's streets.
- E. **Car Washing.** Vehicles may only be washed or rinsed off in the driveways of Homesites.
- F. **Inoperable Vehicles Prohibited.** Vehicles which are not in an operable condition are not permitted in the Park. Management shall have the right to require a Resident to demonstrate a suspected inoperable vehicle is in fact operable. All vehicles in the Park must be kept neat and clean in exterior appearance.

- G. **Leaks.** Vehicles dripping gasoline, oil, or any other fluid or substance are not allowed in the Park. Residents must clean and remove oil and other drippings caused by a vehicle being used by them or their Household Member, or their Guests, and are responsible for any and all damage to Park property attributable to such leaks.
- H. **Bicycles.** Bicycles and other manually powered vehicles/devices may only be ridden on the streets and your Homesite. Bicycles and other manually powered vehicles/devices may not be ridden anywhere else in the Park. When operating these vehicles/devices, Residents and Household Members, and their Guests, must obey the same traffic rules as any other vehicle. When not being operated, these vehicles/devices must be stored out of sight on your Homesite.
- I. **Motorized Bicycles, Scooters, and More.** Powered scooters, powered bicycles, hoverboards, and other motorized devices that carry people may only be ridden on the streets and your Homesite. These devices may not be ridden anywhere else in the Park. When operating these devices, Residents and Household Members, and their Guests, must obey the same traffic rules as any other vehicle. When not being operated, these devices must be stored out of sight on your Homesite.
- J. **Off Road Vehicles.** Off road vehicles may not be operated within the Park. Off road vehicles may not be stored in the Park without the prior written consent of Management.

12. **PARKING**

- A. **Designated Areas.** All vehicles must be parked in designated parking places only. Parking on a Homesite is limited to the driveway. Residents shall not park in the visitor parking area without the written permission of Management. Vehicles may not be parked of left standing on any street within the Park.
- B. **Recreational Vehicles.** Campers, trailers, boats, etc. may not be parked anywhere in the Park, including on Homesites, without the prior written consent of Management.
- C. **Commercial vehicles.** Commercial vehicles and trucks are only allowed within the Park during the period of time necessary to provide specific services to the Residents or the Park and may only be operated and parked in accordance with these Rules.
- D. **Guest Vehicles.** Guests' vehicles may only be parked in the Park while the Guest is physically present in the Park.
- E. **Removal of Vehicles from Park.** Management shall have the right to remove any vehicle from the Park under the provisions of Vehicle Code section 22658.
 - i. Management shall have the right to remove a vehicle from a Resident's driveway and/or designated parking spot pursuant to Civil Code section 798.28.5(b).

13. **PETS**

- A. **General.** Only the following animals/pets are allowed in the Park: birds; dogs; cats; aquatic animals kept within aquariums; and other animals as agreed to by Management. All animals must be spayed or neutered and have current inoculations and licenses as required by law, and proof of the above shall be provided to

Management upon its request. Management reserves the right to restrict animals based upon reasonable rules and regulations.

- B. Limitations on Dogs and Cats.** No more than two dogs may be kept at a Homesite. No more than one cat may be kept at a Homesite.

- i.** In the event a Resident has more than two dogs and/or one cat at the time these rules and regulation take effect, a temporary exemption to this rule may be requested as it relates to those then existing animals. To request such exemption, said Resident must make such request in writing and register all existing animals with Management within 30 days of the effective date of these rules and regulations. Any exemption granted under this subsection shall not extend to any animal not owned by the Resident at the time of the enactment of these rules and regulations and/or not registered with Management in compliance with this subsection.

- 1.** Management shall not unreasonably withhold consent to a request for an exemption filed pursuant to the above.

- C. Containment.** All animals must be kept in the Resident's Home or a kennel. Animals must be on a leash when outside the Home or kennel and under the immediate control of a Resident or Household Member at all times. Animals are not allowed in any of the Park's common areas. While being transported in the Park, animals must be confined in an appropriate carrier. Animals are not allowed to roam free within the Park. Residents must remove any waste generated by their animal. Residents shall ensure that their animals do not enter any other person's Homesite.

- D. Kennels.** Subject to management's approval, which may be withheld without reason, Residents may install a kennel on their Homesite. Management shall have the right to determine the design and location of the kennel.

- E. Dangerous Animals.** Animals which Management deems to be a danger to the Park's occupants will not be allowed in the Park. Animals that are prohibited by the Park's insurance provider are not allowed in the Park.

- F. Nuisance.** Animals which cause annoyance to neighbors, including but not limited to barking, baying, howling, and whining, may be required to be removed from the Park. Such determination will be at the sole discretion of Management.

- G. Guest's Pets.** Guests are not permitted to bring any animal into the Park without the express written permission of Management. In the event permission is granted, the pet shall be subject to the same rules as outlined above and subject to any restriction Management deems necessary or appropriate.

14. SALE OF HOMES LOCATED IN THE PARK

- A. General.** All sales or exchanges of mobilehomes must be made in accordance with the California Mobilehome Residency Law, as well as any other applicable laws governing such transfer of ownership. Residents who intend to sell their mobilehome must advise Management in writing that their mobilehome is for sale.

- B. Sale of Home Intended to Remain in the Community.**

- i.** In the event the mobilehome will remain in the Park upon its sale or transfer, Management shall have the right to require repairs be made prior to the sale or transfer in accordance with Civil Code sections 798.73.5 and 798.83.

Before escrow has closed or the sale, transfer or exchange is finalized, the repairs and/or replacements must be completed.

- ii. Management reserves all rights provided it in Article 7 of Chapter 2.5 of Title 2 of Part 2 of Division 2 of the Civil Code, including but in no way limited to, the right of approval of a prospective purchase of any mobilehome that will remain in the Park and the right to seek the removal of a purchaser of any mobilehome that remains in the Park.

C. Sale of Home to be Removed from Community.

- i. In the event a mobilehome is being sold and will thereafter be removed from the Park, management must be provided with no less than sixty (60) days written notice of termination of tenancy.
- ii. Residents will be responsible for all rent, utilities and other charges for every day the mobilehome remains in the Park, including any days beyond the sixty (60) day time period.

D. Open Houses.

- i. Open houses may only be conducted between the hours of 10 A.M. and 4 P.M. and may not be held on Sundays.
- ii. No more than one open house may be held at the same time.
- iii. Management must be notified of an Open House no less than 48 hours in advance.
- iv. Open House signs are not permitted in the Park.

15. CHARGES FOR RENT, UTILITIES AND OTHER SERVICES

- A. **Due and Payable.** All rents, utilities, and other charges are due and payable in advance on the first day of each month, unless the rental agreement states otherwise.
- B. **Late Charge.** If rent is paid after the fifth day of the month, there will be a late charge assessed in the amount established by the controlling rental agreement. This late charge does not establish a grace period. The parties agree that this late fee is presumed to be the amount of damage resulting from the late payment of rent. It would be impracticable or extremely difficult to fix the actual damage. This sum represents a reasonable endeavor by the Landlord to estimate fair average compensation for any loss that may be sustained as a result of late payment of rent. Failure to pay the fee is a material breach of this Agreement.
- C. **Returned Checks.** Pursuant to California law, if Resident passes a check on insufficient funds, Resident will be liable to Landlord for the amount of the check a service charge of \$25 for the first check passed on insufficient funds and \$35 for each subsequent check.

16. COMPLAINTS

- A. **Management Contact.** Management can be contacted at the telephone number shown on the front page of these Rules.
- B. **Complaints.** All complaints must be made in writing on the Park's standard complaint form, signed by the person making the complaint, and submitted to Management. A copy of the Park's complaint form is attached to these Rules. Additional complaint forms are available from Management.

- i. Residents and Household Members, and their guests, are encouraged to submit complaints to Management to report any inappropriate conduct by any person affiliated with the Park regardless of whether such conduct occurred on Park grounds.

17. MANAGEMENT. Management has no duty or obligation to perform or provide services to or for any Resident, or any other person, except as otherwise provided in the rental agreement, these Rules, or by law.

18. INSURANCE. The Park and Management do not carry insurance to cover your Home, mobilehome, vehicles, recreational vehicles, personal belongings, items on your Homesite, or events/accidents which occur on your Homesite. It is recommended that each Resident maintain an insurance policy covering bodily injury and property damage to persons and property in or about their Home and Homesite.

19. RECREATIONAL VEHICLE PARK OCCUPANCY LAW. Spaces 1A, 2A, 3A, 4A, 5A, 6A, and 7A are in a separate designated section within a Park and are rented, leased, and/or held out for rent or lease to accommodate owners or users of recreational vehicles.

A. Recreational Vehicle Park Occupancy Law. These spaces are subject to and governed by Recreational Vehicle Park Occupancy Law (CC 799.20 et seq.).

B. Exclusion From Mobilehome Residence Law. These spaces are not subject to Mobilehome Residency Law (CC 798 et seq.), and nothing within these rules and regulations shall be construed in such a manner as to subject them thereto.

20. MISCELLANEOUS

A. Civil Code § 798.27. You are hereby notified that the nature of the zoning Riselen Park operates under is as grandfathered use is R5 (rural residential with a 5 acre minimum).

I have read the foregoing Rules and Regulations, Pages 1 through 14, and agree to abide by the same.

Dated: _____

Resident: _____

Dated: _____

Resident: _____

Dated: _____

Resident: _____

Dated: _____

Management: _____

**IMPORTANT NOTICE TO ALL MANUFACTURED
HOME/MOBILEHOME OWNERS: CALIFORNIA LAW REQUIRES THAT
YOU BE MADE AWARE OF THE FOLLOWING:**

The Mobilehome Residency Law (MRL), found in Section 798 et seq. of the Civil Code, establishes the rights and responsibilities of homeowners and park management. The MRL is deemed a part of the terms of any park rental agreement or lease. This notice is intended to provide you with a general awareness of selected parts of the MRL and other important laws. It does not serve as a legal explanation or interpretation. For authoritative information, you must read and understand the laws. These laws change from time to time. In any year in which the law has changed, you may obtain one copy of the full text of the law from management at no charge. This notice is required by Civil Code Section 798.15(i) and the information provided may not be current.

Homeowners and park management have certain rights and responsibilities under the MRL. These include, but are not limited to:

1. Management must give a homeowner written notice of any increase in his or her rent at least 90 days before the date of the increase. (Civil Code Section 798.30)
2. No rental or sales agreement may contain a provision by which a purchaser or a homeowner waives any of his or her rights under the MRL. (Civil Code Sections 798.19, 798.77)
3. Management may not terminate or refuse to renew a homeowner's tenancy except for one or more of the authorized reasons set forth in the MRL. (Civil Code Sections 798.55, 798.56) Homeowners must pay rent, utility charges, and reasonable incidental service charges in a timely manner. Failure to comply could be grounds for eviction from the park. (Civil Code Section 798.56)
4. Homeowners, residents, and their guests must comply with the rental agreement or lease, including the reasonable rules and regulations of the park and all applicable local ordinances and state laws and regulations relating to mobilehomes. Failure to comply could be grounds for eviction from the park. (Civil Code Section 798.56)
5. Homeowners have a right to peacefully assemble and freely communicate with respect to mobilehome living and for social or educational purposes. Homeowners have a right to meet in the park, at reasonable hours and in a reasonable manner, for any lawful purpose. Homeowners may not be charged a cleaning deposit in order to use the park clubhouse for meetings of resident organizations or for other lawful purposes, such as to hear from political candidates, so long as a homeowner of the park is hosting the meeting and all park residents are allowed to attend. Homeowners may not be required to obtain liability insurance in order to use common facilities unless alcohol is served. (Civil Code Sections 798.50, 798.51)
6. If a home complies with certain standards, the homeowner is entitled to sell it in place in the park. If you sell your home, you are required to provide a manufactured home and mobilehome transfer disclosure statement to the buyer prior to sale. (Civil Code Section 1102.6d) When a home is sold, the owner is required to transfer the title to the buyer. The sale of the home is not complete until you receive the title from the seller. It is the responsibility of the buyer to also file paperwork with the Department of Housing and Community Development to register the home in his or her name. (Civil Code Sections 798.70-798.74)

7. Management has the right to enter the space upon which a mobilehome is situated for maintenance of utilities, trees, and driveways; for inspection and maintenance of the space in accordance with the rules and regulations of the park when the homeowner or resident fails to maintain the space; and for protection and maintenance of the mobilehome park at any reasonable time, but not in a manner or at a time that would interfere with the resident's quiet enjoyment of his or her home. (Civil Code Section 798.26)
8. A homeowner may not make any improvements or alterations to his or her space or home without following the rules and regulations of the park and all applicable local ordinances and state laws and regulations, which may include obtaining a permit to construct, and, if required by park rules or the rental agreement, without prior written approval of management. Failure to comply could be grounds for eviction from the park. (Civil Code Section 798.56)
9. In California, mobilehome owners must pay annual property tax to the county tax collector or an annual fee in lieu of taxes to the Department of Housing and Community Development (HCD). If you are unsure which to pay, contact HCD. Failure to pay taxes or in lieu fees can have serious consequences, including losing your home at a tax sale.
10. For more information on registration, titling, and taxes, contact: the Department of Housing and Community Development www.hcd.ca.gov (800) 952-8356; your County Tax Collector; or call your local county government.

COMPLAINT FORM

Name of Complainant: _____

If you want to remain anonymous, please check this box: ☐

Space # of Complainant: _____

Type of Complaint: _____

Details of the Complaint:

Date: _____

Signature