RUSSIAN RIVER TRAILER PARK PARK RULES AND REGULATIONS 10 HEALDSBURG AVE. HEALDSBURG, CA. 95448

Definitions:

"Park" means RUSSIAN RIVER TRAILER PARK, the trailer park.

"Consent" or "approval", when used in combination with Management or Park, means Management's prior written consent or approval. Consent or approval must be in writing to be valid.

"Home" means a RV, Camp Trailer, used as a dwelling in the Park.

"Occupant", "Tenant" or "Resident" means a person authorized in writing by Management to reside in the Park and who has a tenancy in Park under a rental agreement, and for the balance of this Agreement shall be known or referenced as "Tenant".

"Lot", "Homesite", or "Space" means the area of land that has been designated for the placement and maintenance of a home under a rental agreement, is identified by a number, and delimited by corner markers.

"Management or Park" according to usage, means the owners or management of Russian River Trailer Park.

"RV", "Camp Trailer", means RV, Camp Trailer, as defined by the California Health & Safety Code.

SAFETY FIRST: For Emergencies keep your household's contact information up to date with management. All official safety and governmental notices are posted on the office fence, laundry room and Park bulletin board. You are responsible for reading emergency signage. The Park strongly recommends Tenants to carry their own renters insurance policy as the Park is not liable for any damages or theft of Tenant owned property. RV, Camp Trailer Owner is responsible for Propane from the trailer tanks. (To keep filled or for damages caused by the tanks). Remember to check in on your neighbors during an emergency.

- 1. Permissible use of lot: The Space shall be used for the placement of one RV or Camp Trailer (home) for the sole purpose of using it as a residence. A home may not be installed or replaced without first obtaining Management's prior written consent and all necessary permits. The Space shall remain accessible to Management at all times so the Management may enter to read meters, to perform periodic inspections, to facilitate repairs or installation of park-owned equipment or facilities, to permit maintenance of the space in accordance with Civil Code Sections 798.26 and 798.37.5, to do other work as described in the rental agreement, or for emergencies for the protection of the Park. The costs of repairs or maintenance required as a result of the neglect or misuse of the premises by the Tenants, members of their household, or their guests or invitees, shall be paid for by the Tenants. No commercial business shall be conducted in the Park.
- 2. <u>Business use:</u> The Park and its address may not be used for the purpose of conducting any enterprise or business, or advertising the sale of vehicles, RV's and Camp Trailers

- or any other merchandise. No "For Sale" signs are permitted other than specifically provided for under the California Civil Code section 798.35 for the sale of the RV. Garage sales and yard sales are prohibited.
- 3. Occupancy: Occupancy in a RV or Camp Trailer is limited to two (2) adult persons per space. The RV or Camp Trailer must be owner occupied. Management's prior written consent is required before adding any new adult occupants to a Space.
- 4. <u>Subletting:</u> Tenant SHALL NOT SUBLET THE RV OR CAMP TRAILER OR THE PREMISES IN WHOLE OR ANY PART. Renting out the RV, Camp Trailer or subletting the Space or any part is strictly prohibited.

5. Guests:

- (A) Tenants are responsible for the conduct of the members of their household, their guests and visitors. Tenants must require them to observe all relevant Park Rules and Regulations. Except when their guests or visitors are entering or leaving the Park, Tenant shall accompany them at all times they are in the Park.
- (B) Overnight guests staying more than ten (10) consecutive days or (30) days in a Calendar year must be registered with Management. No guest shall be deemed registered until (1) a fully completed R.R.T.P. Guest Registration Agreement has been submitted to Management, (2) Management has given written permission for the occupancy, and (3) both Tenant and the guest have signed the Park's Guest Registration Agreement.
- (C) Guests are not permitted to occupy or use a Tenant's home in Tenant's absence without prior written approval from Management.
- (D) Pets or support animals belonging to guests are not permitted in the Park.
- (E) Guests must have permission to use BATHROOMS from management as additional costs are involved.
- (F) No large gatherings or party of more than 8 people without permission from management. You are responsible for all liability, damage and actions of guests.
- 6. PAYMENT OF RENTS: Rents are due and payable in advance by check, cash, or money order, on the first day of each month without offset or deduction. If rental started after the 1st day of the month, the second month will be prorated. A late rent fee will be charged for any rent not recieved by the 6th day of the month: 6% of monthy rent amount will be added to the rent due. Interest at the rate of 10% per annum will accrue on amounts one month or more past due. However, this provision shall not be construed as a waiver of Park's right to demand timely payment of rent due. Tenant will pay Landlord a returned check charge of \$25.00 for the 1st insufficient check, \$35.00 for the 2nd. If two rent checks paid to Landlord are returned by the bank for any reason, Landlord has the right to enforce cash only rent payments from Tenant. Park may increase the above charges by giving Tenant 30 days written notice. The above fees are cumulative, and are in addition to any other remedy the Park may have. Unless prohibited by the application of local ordinance or other law, the above fees are deemed additional rent.

- 7. Facilities: The bathrooms are for the exclusive use of Tenants and their accompanied guests. The laundry room is for Tenants only. When bathrooms and laundry room are used, they must be left in condition as good as those in which they were found. No strongly scented laundry detergents or grooming products, be aware of and respect other tenant's sensitivity to scented products. Special rules governing the use of these facilities are posted at the facilities and must be observed. No smoking of any kind allowed in and around the bathrooms and laundry room. Keep all doors shut and locked in between and after use to help keep facilities clean and free from misuse. Coded door locks will change access codes from time to time for the safety of the Park community.
- 8. Water usage: Water shall not be wasted or left running unattended. Washing of RV's or Camp Trailers in the Park is permitted but water conservation must be observed. Washing vehicles is strictly prohibited in the Park and it is recommended to take vehicles to a car washing business that recycles water. During these times of declared drought or other water shortages, Tenants are to comply with water usage guidelines as set out by Management, the City of Healdsburg Municipality, and State agencies having jurisdiction.
- 9. Sewer: \$250 service charge for forbidden items flushed causing backup. Do not flush baby wipes, cleaning wipes, condoms, feminine napkins, tampons, napkins, paper towels, rocks, rags or grease down the drain. It can cause damage or plug your holding tanks and/or cause sewer backups. Do not attempt to snake out Park owned sewer lines without asking for the Park's permission FIRST.
- 10. Garbage, Recycle and Compost Disposal: All garbage, recycle and now MANDATORY compost, must be taken out weekly and disposed of in the correct dumpster. No refuse may be left outside anywhere in the Park. Dumpsters are clearly labeled and marked, "Garbage", "Recycle", and "Compost", and accordingly each dumpster has labeled instructions as to what goes where. When in doubt, throw it out. Contaminated recycle and compost are considered garbage and not recycled or composted. To avoid reject citation costs passed to Tenants monthly utility charges, please read and follow the Recology of Sonoma County "what goes where" guidelines for a better understanding of how the refuse processes work. No dumping of large bulky household items in the dumpster or in the refuse facility or on the street. NO hazardous substances as defined in California Health and Safety Code Section 25316, or any petroleum products crude or refined, any and all vehicle fluids, no pressurized or liquified gas containers, or mixtures thereof, appliances, furniture, carpets, mattresses, commercial waste, batteries, tires, insecticides, toxins, paints, cleaning products or similar substances, may be deposited anywhere in the Park. Tenants must remove such items from the premises and dispose of them in accordance with the law.
- 11. <u>Pets:</u> Except as required by California Civil Code sections 54.1, 798.33, Penal Code section 365.5(d), (e), and (f), the Americans with Disabilities Act, and these rules,

- Tenants may not keep or bring pets into the Park. No other pets will be allowed, visiting or residing.
- (A) Written permission is required BEFORE any Approved Animal may be brought into the Park. Please read the following BEFORE purchasing or adopting a pet or future Approved Animal. Tenants desiring to keep an Approved Animal are required to sign an APPROVED ANIMAL AGREEMENT AND RULES before bringing an animal into the Park. No exceptions. Failure to do so will be in direct violation of your Rental Agreement.
- (B) One support dog will be permitted only if, at maturity it will **not exceed 16" in height at the front shoulders and 20 lbs. in weight,** and does not bark excessively or exhibit
 aggressive behavior. Pit Bull Terriers, hybrid wolves, Chows, Rottweilers, Bull Mastiffs,
 and other large or powerful dogs or breeds historically known to be bred for fighting, and
 all animals that exhibit aggressive behavior, are prohibited.
- (C) Except as otherwise required by California Civil Code, Section 798.33, a dog may be permitted where it is a guide dog, signal dog, or a service dog as defined in Penal Code Section 365.5 (d), (e) and (f), or Civil Code Section 54.1, but only if prospective applicant or Tenant provides documentation establishing the need for such an animal. A specific dog not meeting the above requirements may be permitted if it is required as a reasonable accommodation under the Americans with Disabilities Act or the California Fair Employment and Housing Act. Prospective applicant or Tenant must provide documentation acceptable to Management establishing the need for such an animal by providing, for example, a letter signed by the applicant's or Tenant's physician on his or her letterhead stating the specific reason the identified animal is required and what disability will be accommodated by the applicant or Tenant keeping the animal. Animals meeting the requirements of this subsection will be exempt from the size and weight limitations and shall not be counted as a pet for pet limitation purposes. Feral cats and dogs, poultry, loud parrots, livestock, or undomesticated, exotic animals are prohibited.
- (D) Approved Animals may not be left unsupervised outside or inside the owner's residence and are not permitted to enter any of the common facilities of the Park or the Space of another Tenant. Do not neglect your dog by leaving them alone at home all day or night for long periods of time. Dogs barking while unattended will be considered neglected and reported to an Animal Control Officer. Approved Animals must be kept inside a well ventilated home at all times except when taken for exercise. When taken for exercise, the Approved Animal must be on a short leash and must be taken outside the Park. DO NOT LEAVE ANY APPROVED ANIMALS IN YOUR CAR UNATTENDED, WINDOWS MUST BE OPEN FOR VENTILATION AND FRESH AIR.
- (E) Tenants are required to control their Approved Animal so they do not substantially annoy other Tenants.
- (F) Tenants are required to IMMEDIATELY clean up any waste and repair any damage made by their animal. All animal droppings must be picked up and disposed of daily.
- (G) No animal food is to be placed or maintained outdoors.
- (H) Kenneling or "pet-sitting" of animals is not allowed.

- (I) All Approved Animals should have a collar for identification showing the name of the Tenant, Space # and phone #.
- (J) Any Approved Animal found at large (free) in the Park will normally be turned over to Animal Control or other appropriate authority. If the loose animal has proper ID, and as determined in management's sole opinion does not appear to be a present threat to Management or other Tenants, and the animal owner is home, it will be turned over to the animal owner, with a warning. Subsequent occurrences may invite a Formal Notice to Comply with Park Rules and Regulations.
- (K) Repeated violations of any of the rules regarding Approved Animals and Pets, including those contained in the Rental Agreement and the Approved Animal Agreement and Rules, Park Rules and Regulations, is cause for revoking permission to keep the Approved Animal in the Park. Upon Management's request, Tenant shall immediately remove from the Park any animal found to be in violation of an applicable rule, ordinance, or law regarding the retention and control of animals and pets. Failure to comply with the pet and Approved Animal rules may lead to termination of Tenancy.

12. Conduct:

- (A) Disturbances of the peace or other actions constituting a substantial annoyance to other Tenants of the Park are prohibited
- (B) Activities constituting a danger to persons or property, or that create an unreasonable risk to the health and safety of others, or that substantially annoy other Tenants are not permitted. This includes, but not limited to, any unusual, disturbing or excessive noise, public intoxication, illicit drug use, quarreling, threatening, fighting, immoral or illegal conduct, speeding, throwing things, profanity, or rude, boisterous, objectionable or abusive language or conduct. Persons under the influence of alcohol or any other substance are not permitted in any area of the Park generally open to Tenants and guests. No illegal drugs or alcohol abuse will be tolerated.
- (C) QUIET HOURS. Between the hours of **/ Opm gam** there shall be no unreasonable noises such as loud talking, the loud playing of radios, stereos, televisions, or musical instruments, loud power tools, revving of engines, or other disturbing noises. For the purpose of this rule, Management shall be the sole arbiter in determining whether the noise is unreasonable.
- (D) No nuisances or waste is permitted. Tenants and their guests shall not encroach or trespass on any Tenant's Space or trespass on any area that is not open for general use by Tenants and their guests.
- (E) The sound volume of vehicle sound systems shall not be played at unreasonable levels or so loud as to cause written complaints from two or more households (Spaces). Management will be the sole arbiter of the reasonableness of the sound level.
- (F) Park property NOT intended for use by Tenants and guest, shall be avoided and not used, tampered with, or obstructed in any way without prior written permission of Park. This includes, but not limited to the Park's Office Space 23 and Office Trailer, drop box, tools, materials, equipment, vehicles, gas, cable coaxial, electric, water and sewer lines or their connections, meters or panels.

(G) Written Complaints: Tenants are requested to address their complaints to management in writing to assure accuracy of the facts and that Management gets the "whole picture" as to the matter addressed. Tenants understand that complaints made in writing greatly enhance Management's effectiveness in enforcing the Park Rules and Regulations. A written complaint demonstrates the Tenant's commitment to having a matter resolved. Email, texts, and handwritten letters are accepted.

13. Vehicles:

- (A) TYPES OF VEHICLES PERMITTED: To protect the residential atmosphere and tranquility, only automobiles, motorcycles, pickups, vans, designed and used primarily for personal use will be allowed in the Park. Tenants are not allowed to store or base any commercial vehicle in the Park without prior written permission of Park. Unless prior written permission is obtained from Management, commercial vehicles may enter the Park only on official business to perform work previously noticed to, and authorized by, Management.
- (B) MOTORCYCLES. Motorcycles, minibikes, mopeds, electric bicycles, and other small motorized vehicles of any kind shall not be operated or stored in the Park without prior written permission from Management. Permission will not be granted unless the vehicles will be operated quietly and safely and may be revoked by Management at any time. If not pre-approved by the Park, vehicles of this kind must be walked to and from their space to the city street.
- (C) EMERGENCY EVACUATION: THE PARK IS NOT RESPONSIBLE FOR TOWING CAMP TRAILERS OR RV'S IN AN EMERGENCY EVACUATION SITUATION. IT IS SOLELY UP TO THE TENANT TO HAVE THEIR OWN VEHICLE CAPABLE OF HITCHING UP THEIR CAMP TRAILER OR RV AND TRANSPORTING IT TO A DESIGNATED SAFE LOCATION. IT IS REQUIRED THAT TENANT HAVE A PLAN IN PLACE PRIOR TO SUCH AN EVACUATION EVENT IF TENANT DOES NOT OWN A CAPABLE TOW VEHICLE AND TO HAVE A FRIEND OR FAMILY MEMBER'S CONTACT INFO AND EVACUATION PLAN IN PLACE AHEAD OF TIME, WITH A VEHICLE CAPABLE OF TRANSPORTING THE TENANT'S RV OR CAMP TRAILER.
- (D) MOVING OR VACATING. Tenants are required to have a vehicle capable of moving Camp Trailer or RV into the Park upon move in and also when moving out of the Park.
- (E) PARKING. VEHICLES PARKED ANYWHERE IN THE PARK IN VIOLATION OF PARK RULES MAY BE TOWED AND STORED AT THE VEHICLE OWNER'S EXPENSE, EVEN IF PARKED IN THE TENANT'S PARKING SPACE. (Civil Code Section 798.28.5)
- (1) NO STREET PARKING IS PERMITTED. The streets within this Park are narrower than conventional city streets and are in compliance with construction standards for RV parks in California. The streets within a RV or Camp Trailer Park are designated "Fire Lanes" and as such are under the jurisdiction of the local Fire Department. Vehicles found parked in the street may be towed at the vehicle owner's expense. No street parking is permitted.

- (2) OFF-STREET PARKING. Off-street parking is limited to the number of automobiles which can be parked in the individual parking space. ONLY ONE VEHICLE PER SPACE. There will be no parking or storage of ADDITIONAL RV's, Camp Trailers, travel trailers, truck campers, carhomes or motorhomes, boats, jet skis, ATV's, golf carts, or any other RV, or commercial vehicles permitted in Tenant's Space. At no time will any vehicle be permitted to park at the Space if they are of a size that prevents them from being fully parked in front of RV Space or parked over the lot line. Tenant's may only park in their own assigned space. Any vehicle parked in a vacant space will be charged for the space at the current prorated monthly rent. If parked in a posted "NO PARKING" area, without prior permission from the Park, vehicle will be towed away at owner's expense, pursuant to Section 22658 of the California Vehicle Code.
- (3) GUEST PARKING. Parking space is limited in the Park. The guest's vehicles must be parked outside the Park. Tenant takes full responsibility for guests' vehicle parking violations and is required to have their guests cooperate with Management's requests.
- D. Safety. For everyone's safety and well being, all persons operating a vehicle in the Park must drive safely, slowly, and observe carefully all posted signs. Tenants are responsible for the conduct of all members of their household, their guests and visitors.
- E. WASHING VEHICLES. Water conservation rules must be practiced when washing automobiles, or RV's and Camp Trailers in the Park. Please take vehicles to a local car wash that recycles their water. Do not use a hose without a shut off nozzle at any time. Do not leave a hose running at any time.
- (F) BICYCLES: Bicycles must be operated safely and parked neatly on the Tenant's Space when not in use. Bicycles may only be ridden on the roadways and not on sidewalks, or vacant spaces. Bicyclists must obey the same traffic regulations as other vehicle operators. Bicyclists shall be required to wear helmets when riding in the Park whenever helmets would otherwise be required if the bicyclist were riding on a public highway or bicycle trail. Anyone found riding negligently or in violation of these rules may be barred from riding in the community.
- (G) VEHICLE REPAIRS. To protect the Park atmosphere and environmental prestige, no vehicle repairs, or service may be performed within the Park at any time. Vehicle repairs of any kind will not be tolerated and should be taken to a local mechanic's shop.
- (H) ENVIRONMENTAL AND NOISE CONCERNS. Vehicles leaking fluids on the ground or vehicles with loud mufflers must be immediately removed from the Park. If not removed from the Park, the vehicles in violation will be towed away at the owner's expense pursuant to Section 22658 of the California Vehicle Code.
- (I)DISABLED, DAMAGED, UNREGISTERED, NON-USE, OR DERELICT VEHICLES: Disabled vehicles, damaged vehicles, unregistered vehicles, vehicles with expired tags or not in regular use may not be stored on the Space or anywhere else in the Park (They should be taken to a proper storage facility). Vehicles with unsightly damages must be promptly repaired or removed

from the Park upon notice from Management. Vehicle registrations must be maintained current at all times. Vehicles registered "Non-Op" or with expired tags are legally inoperable on public roadways and many not be stored in the Park.

- (J) VEHICLE STORAGE. Parking or storage of boats, truck campers, dune buggies, trail bikes, golf carts, other off road vehicles or any kind, carhomes, camp trailers, hauling trailers, RV's, motorhomes, tiny homes or custom camper vans, or vans with living quarters of any kind will not be permitted on any RV space, parking space, or anywhere else within the Park.
 - 14. Throwing balls or other objects, brandishing weapons, and etc. In that the homes are placed in close proximity to each other and the streets. Many RVs and Camp Trailers have fragile siding or skirting and are easily damaged. Other dangers exist where vehicles are parked. Therefore, for everyone's safety and the protection of property, the throwing or kicking of balls or other objects causing them to fly, such as a soccer ball, football, baseball, darts, shall not be permitted on the streets. Other play activities not a danger to persons or property are permitted, provided the participants do not interfere with traffic or endanger themselves. Brandishing or discharge of firearms, BB guns, tasers, pepper or bear spray, slingshots, archery equipment, swords, and anything else considered a weapon or commonly recognized as having a primary use to harm a person, an annoyance to other Tenants will be cause for termination of Tenancy.

15. SIGNS and POSTING NOTICES:

- (A) No "For Sale" signs are permitted other than as specifically provided for under California Civil Code section 798.70 for the sale of the RV or Camp Trailer.
- (B) No more than one political sign relating to a candidate for election to public office or to the initiative, referendum, or recall process may be posted on a Tenant's Space. Pursuant to Civil Code Section 798.51(e), the face of the sign may not exceed six square feet and shall not be posted earlier than 90 days before the election nor more than 15 days following the election. If a local ordinance is more restrictive, the more restrictive specifications as to size and posting time shall apply.
- (C) Subject to applicable laws and ordinances, nothing may be posted in the Park without prior written consent of Park. Park reserves the right to remove materials wherever posted in the Park if, the Park, in its sole discretion, deems the material to be objectionable or contrary to the best interest of Park or the Tenants.
- 16. Maintenance of home and accessories: Tenants shall maintain their RV and Camp Trailers exteriors and accessories in a clean, safe and attractive condition at all times. RV and Camp Trailer accessories must at all times comply with local ordinances and state and federal laws. All RV and Camp Trailers interior electrical, water, sewer and gas connections must be kept in good, safe, leak-proof conditions. Tenant's are required to obtain Management's prior written approval before undertaking any major repair, any repair requiring the use of toxic substances, any repair requiring a permit, or any outdoor painting. Tenants must provide Park Management with copies of any CA. Department of

Housing and Community Development permits obtained prior to beginning work. No appliances may be visible outside the RV and Camp Trailer except for air conditioners installed in accordance with the Rental Agreement and Management's written approval. Holiday lighting on the exterior of RV and Camp Trailer accessories or the Space is permitted only for a reasonable time before and after the Holiday for which it is being displayed.

The following conditions shall be corrected within a reasonable time when a defect becomes conspicuous and the Tenant has been advised:

- (A) broken screens, windows, doors, access panels.
- (B) Tattered old tarps covering RV or storage shed. Shredded tarp bits strewn about Tenant's Space, neighboring Tenant's Space and common areas of the Park.
- (C) Window coverings (interior and exterior) made of reflective insulation that have disintegrated or means of adhesion have come unglued or peeled off.
- (D) Dented, bent, missing, buckled, or poorly installed and maintained skirting.
- (E) Damaged, not structurally sound, torn, and mildewed awnings and supports.
- (F) Mildewed RV exterior, stains from leaves, and accumulated dirt.
- (G) An obvious out-of-level condition of RV, porch, or steps
- (H) Unsafe, exposed, or inoperative electrical connections or fixtures.
- (I) Improperly installed or maintained gas, propane tank, electrical, sewer, or water connections.
- (J) Swamp coolers or air conditioners leaking water or otherwise not functioning as designed.
- (K) Improperly maintained or protected outdoor appliances.
- (L) Improperly maintained tongue or hitch covers.
- (M) Any other conspicuous disrepair or deficiency noticeable to the casual observer. Tenants are responsible for maintaining or upgrading as necessary the support leveling jacks, and awnings to correct for damage sustained by any cause including earth movement or improper drainage.
 - 17. <u>Maintenance of space</u>: Tenants shall maintain their space in a clean, uncluttered, and attractive appearance at all times. Tenant is responsible for the control and maintenance of all vegetation on their Space, including any vegetation existing at the time of taking occupancy. Management may charge a reasonable fee for services relating to the maintenance of the land and premises upon which a RV is situated in the event the Tenant fails to maintain the land or premises in accordance with the Park Rules and Regulations. Management's right to enforce this rule in this manner shall not be exclusive.
 - (A) Management reserves the right to trim branches, spray for weeds, sweep streets, check for water leaks and clean sewer lines and conduct emergency repairs without notice. All vegetation and landscaping on the Space must be maintained to Management's standards. i.e., fewer, consolidated larger pots with water wise plants to save water in this era of drought, properly maintained by weeding, fertilized (organic preferred), trimmed, and removal of dead growth. Many small potted plants use too much water and

should be kept to a reasonable or limited number of small pots situated upon a wire tiered shelf so when watering they drain into each other thus saving water. Dry gardening or Xeriscaping is preferred and needs watering only once a week to look its best. Tenants shall keep any trees and shrubs in their Space in pots, not in the ground, and well maintained by pruning branches and leaves to within 18" of any habitable structure, raking up of leaves and disposing of the leaves in the Compost dumpster. The planting or removal of trees or shrubs must have Management's prior approval. Under no circumstances may a Tenant plant any plant in the ground without Management's prior written approval. Potted plants must be situated upon the cement pad, in a metal stock tank, a paver or flagstone to prevent the roots from escaping the pot and rooting into the ground. Tenants are not permitted to plant invasive vines or canes in pots or the ground that reach unreasonable heights and are difficult to control, such as Bamboo, Morning Glory, Wisteria, Black Berries, Ivy, Boston Ivy, or Passion Flower. Bamboo in pots is ok if the species is suitable for growing in pots and situated on top of paver, flagstone or planted in a metal container. Subject to the limitations of Civil Code section 798.37.5, Management may require Tenant to remove unsuitable or unapproved trees, shrubs, vines and canes or improvements at Tenant's expense and Tenant shall comply in a timely manner.

- (B) To avoid harm to underground facilities, Tenants must have Management consent before digging or driving stakes, metal T-posts or fence posts into the ground. Tenants are responsible for any and all damages caused by Tenant to Park owned private utility lines, Comcast Xfinity, City of Healdsburg Municipality, PG&E, state and federally regulated underground and above ground utility infrastructure. This includes all underground and above ground water, sewer, electrical, gas, fiber optic line, Comcast cable and any overhead power lines. The utilities on each Space are to be kept unobstructed and accessible at all times. Tenant will be billed for any damages to Park utility infrastructure.
- (C) The area surrounding Park utility meters must be kept clear of foliage, debris, or obstructions so that the meters are accessible for reading, maintenance and emergency access. Except as otherwise specifically limited by California Civil Code section 798.37.5, Tenants shall keep shrubs, trees, or other vegetation trimmed back from around RV meter pedestals to give Park Management clear access to such items at all times.
- (D) Spaces must be kept free of weeds, dead plants or dead growth, leaves, and litter. Sweeping or hosing dirt, clippings or debris into the street or the neighboring space is prohibited. Clippings, litter, garden waste, household garbage, and other refuse must be placed in appropriate disposal receptacles and not stored on Tenant's porch or in the yard of Tenant's Space. Garbage must be placed in plastic bags and deposited in the dumpster labeled GARBAGE.
- (E) Conventional refuse and recyclable containers must be kept on Tenant's Space in an appropriate location as determined by Management; typically out of sight, in a storage shed, or next to the RV or Camp Trailer toward the rear one-half of the Space in a neat and clean fashion (except on garbage and recycle days when garbage is to be taken out and disposed of according to the "what goes where" program listed on the Recology of

- Sonoma website). The containers must be made of plastic or metal and have matching lids that fit well and secured at all times.
- (F) Storage. See Rule #17.
- (G) All graveled surfaces must be kept clean and free of oil, stains, or substances that may cause damage or present a hazard to any person or the environment.
- (H) No towels, rugs, sheets, clothing, or laundry or any kind may be hung or stored outside the home to dry at any time. No clothes or laundry lines are permitted.
- (I) For safety reasons, Tenants and their guests are not permitted to climb into the trees, utility fences, or on the power poles. Trimming of branches near power lines must be done by an experienced professional arborist and should not be attempted by any Tenant.

18. Storage:

- (A) Under the RV or CampTrailer: Wheels, hitches and other items permitted by law are the only objects that may be stored under the chasis. Tenants of Camp Trailers and RVs may not store any objects under their Camp Trailer or RV.
- (B) Outside: Outdoor patio furniture, operable bicycles, refuse containers with tight fitting lids, recycle containers, BBQ equipment in good condition and holiday decor are the only items that may be stored on the space outside the Camp Trailer or RV or storage shed. No other items may be stored outside without written permission of Management. All other toys, boxes, barrels, gardening tools, ladders, trash, debris, recyclables, and etc., must be stored out of sight. Porches and parking spaces are not to be used for storage. Nothing may be stored on top of a storage shed or cabinet.
- (C) Storage of Dangerous Materials: Except for normal quantities of appropriate chemicals and materials customarily used forhousehold purposes and stored in a safe manner, Tenants are prohibited from storing hazardous, combustible, flammable, explosive or toxic chemicals of any kind anywhere within their homes, storage shed, vehicles, or anywhere else in the Space.
- 19. Storage sheds and cabinets: A maximum of one (1) storage shed no bigger than 8'x 10', or two (2) smaller storage sheds 2' x 6', and must be constructed of metal, plastic, or prefabricated wood approved by Management. Tenants must secure prior written permission from Management before constructing, installing, placement of, or changing the color of the storage shed or cabinet. New sheds may be constructed of wood if the shed is professionally designed construction of prefabricated materials and components. Tenants are reminded that sheds or cabinets constructed of flammable materials may not be placed within three feet of a camp trailer, RV, accessory building or space lot line, AND SIX FEET FROM PARK PROPERTY FENCE LINE. Prior to constructing, installing, placement of, or changing a shed or storage cabinet, the Tenant must provide a written request to Management which includes a plot plan with the proposed size and location of the storage shed and its location on the Space relative to other structures and lot lines. The plan must also include the materials to be used for the construction of the shed. Written permission from Management is required prior to the work commencing.

- 20. Appliances: Before installing major appliances such as air conditioning units, swamp coolers, space heaters, freezers, and etc., Tenant must obtain prior written approval from Management. Installation may be permitted if the electrical capacity of the Space permits. However, no hot tubs and no window mounted air conditioning or cooling units are allowed. RV's and camp trailers with existing window mounted units are grandfathered in provided they otherwise conform to applicable codes. If electrical capacity permits, air conditioning or cooling units may be installed on the rooftop or ground but must coordinate with the camp trailer or RV. Management must approve the location and type of all outside air conditioning units. All interior air conditioning units may not exceed 1500 watts at 110 volts. All electrical, water, gas, and sewer connections must be maintained to code, be kept in good, sanitary, safe and leak proof condition at all times, and be appropriate to the type of receptacle to which they are being attached.
- (A) Large Appliances: Large electrical or gas appliances, including but not limited to refrigerators, freezers, washers, dryers, stoves, table saws, generators, compressors, spray equipment, or outboard motors, shall NOT be located outside a home or cabana.
- (B) Outside appliances: electrical or gas appliances installed in an outside storage cabinet or covered area outside a home or cabana that were installed previously with Park permission and a permit where required, may continue in use provided the structure which houses the appliance is maintained in good condition in accordance with Park Rules and Regulations and applicable codes. However, on resale of the camp trailer, RV, no appliances may continue in use outside the camp trailer or RV or cabana, but must be removed. Sellers are required to advise prospective purchasers.
- 21. Steps, porches, skirting: Any new or replacement skirting must be made of galvanized sheet metal or metal roofing material. All steps and porches must comply with the Department of Housing and Community Development (HCD) requirements. The porches must have Management approved railings and be properly finished with stains, or floor enamel paint that harmonize with the color scheme of the camp trailer or RV. Any change of color must receive the prior written approval of Management. Any carpet installed on the porch, steps, deck, or patios must be outdoor carpet, and metal strips must be installed to prevent carpet from becoming frayed or unraveled.
- 22. New installations: Cabanas, ramadas, porches, or decks may not be installed or replaced in the Park except with prior written permission of Management. Management reserves the right to approve or disapprove the entry of any RV, or Camp Trailer into the Park or the construction of any cabana, ramada, porch, or deck that it deems in its sole discretion to be unsuitable or substandard for the Park. In addition, replacement RV's and Camp Trailers must be new or no older than 10 years from the date of application and be in the same or better condition as the unit being replaced. Plans with adequate drawings for any new or replacement RV or Camp Trailer, cabana, ramada, porch, deck or awning, describing the color scheme, manner of installation, location, and orientation on the Space, must be submitted to Management and approved in writing BEFORE the RV or Camp Trailer or any materials for construction are permitted to enter the Park and construction begins. No installation shall be approved unless a copy of the manufacturer's installation specifications have been filed with the Park Office. All site

preparation required to meet manufacturer's specifications and State requirements shall be done at the sole expense of the person responsible for the installation. All work requiring a permit from the HCD or the local code enforcement authority must have Park Management's prior written approval. RV and Camp Trailer owner's must obtain and provide Park Management with a copy of any required government-issued permits to the commencement of the work.

- (A) HOT TUBS ARE NOT PERMITTED
- (B) PONDS, OR OTHER WATER FEATURES ARE NOT PERMITTED
- (C) All kid pools must be approved by Park. Must be drained or covered to be made safe each night. Park holds absolutely no liability.
- 23. <u>Site improvements</u>: Decorating, landscaping, and other Space improvements must be installed or incorporated to Management's standards and applicable laws. Changes in Space layout, structural additions, fencing, paving, or landscaping shall be made only with the prior written permission of Park. All requests must be submitted in writing and be accompanied by adequate drawings. Once approved by Park, changes or additions must be commenced and, if possible, completed within 14 days. The installation of the improvement shall be completed only in accordance with the requirements stated in the letter of approval from Park and applicable codes and regulations. Tenants may therefore be required to remove, at their expense, a structure that is not in compliance with the law, or be required to correct violations notwithstanding Park approval. Permission for changes or additions will automatically expire if not completed within 120 days of approval and all partial construction and unused materials must be removed, restoring the Camp Trailer, RV and its Space to its previous condition in accordance with these rules and applicable codes and regulations.
- (A) Outbuildings. Outbuildings may not be installed.
- (B) Fences. The Park does not require fencing for spaces, therefore does not offer to build fences for Tenants. No fences may be built without Management's prior written approval. No fences are to be built blocking the hitch and front of RV or Camp Trailer. Design drawings and a materials list must be submitted to Park Management for approval prior to the delivery of materials or the commencement of construction. Management reserves the right to limit the height, color, materials, and setbacks to those that Management deems prudent for the particular Space. Project must be completed in a timely manner, no more than 14 days, 30 days with special accommodations approved by Management. Once approved and installed, Tenant must maintain the fence to the standards approved for that Space. Six (6) feet of clearance for fire and other emergency access between the home and the fence must be maintained at all times.
- (C) Paving. Paving may not be installed.
- (D) <u>Trees</u>. Planting trees in the ground is not allowed unless there is prior written approval from Management. New trees approved by Management, may only be planted in metal or ceramic containers and non-woven fabric pots that will not allow root growth into the ground.
- (E) <u>Plants</u>. Tenants may use any combination of shrubs or flowering annuals and perennials, kitchen culinary herbs, but must have prior written approval of Management. Vegetation

- will be prohibited when, in the sole opinion of Management, it would tend to interfere with utilities, streets or pathways, or detract from rather than add to the appeal of the Park. In this era of the western US "mega drought", it is advised to consider planting only waterwise vegetation.
- (F) <u>Removal</u>. Tenants may be required to remove at Tenant's expense any fences, paving, trees, shrubs, plants, volunteer vegetation, accessoires, equipment, appliances, or other improvements deemed by Park to be unsuitable for the Park and shall do so within 14 days of receipt of a written request from Park Management unless the time is extended by mutual agreement in writing.
- 24. <u>Underground utilities</u>: Underground utilities have been installed and easements granted or reserved throughout the Park. Tenants must obtain prior written permission before digging or driving rods, stakes, t-posts, fence posts into the ground as this may damage the underground facilities and could result in injury and expense to Tenant. No storage sheds, patios, sidewalks, cement pad, trees, or other encroachments are permitted over easements or underground utilities. The Tenant shall be responsible for the additional costs required to gain access or to repair damage to underground utilities where the impediment to access or the resultant damage was caused by an act or omission by Tenant or Tenant's agents or guests. No modification of Park infrastructure without written permission. Park held harmless for Tenants altering, or contacting or connecting with in any way other than designed to operate.
- 25. <u>Insuring proper drainage</u>: It is the Tenant's responsibility to assist Management in assuring the natural flow and drainage of water on the RV and CampTrailer. This requires that the Tenant does not act or maintain any condition that would impede the natural flow and drainage of water or result in the buildup of water. Tenants are required to use proper irrigation techniques and conserve water. It is suggested that Tenants "level" the home on a regular basis. RVs and camp trailers are required to only use white, brown and gray tarps and tarps must be changed out every two years. No tattered or fraying tarps are allowed. Tarps are to be secured properly with no flapping in the wind.
- 26. <u>Contractors</u>: Tenants are required to advise Management and obtain prior written consent before inviting any contractor into the Park to do work on anything other than the interior of Tenants home. Tenants are encouraged to require their contractors to carry adequate general liability insurance as tenants will be held liable for any injury or damage caused by their invited contractor.
- 27. <u>TRANSFER REQUIREMENTS</u>: RV's and camp trailers may not be sold in the Park except with prior written permission from Management which may be withheld in accordance with Civil Code section 798.73.
- (A) Tenants shall notify Management in writing of their intent to sell the RV or camp trailer and of the identity of agents who will be employed to assist in the sale of the RV or camp

trailer. Management requires this information so that it can inform the agents of Park requirements and facilitate an efficient transaction. Prior to the resale or transfer of ownership of a RV or camp trailer intended to stay in the Park, Tenant shall solicit written approval from Park to sell or transfer the RV or camp trailer in place. At the same time this notice is given to Park, Tenant shall request a Park inspection of the exterior of Tenant's RV or camp trailer, its appurtenances, accessory structures, and the space it occupies.

- (B) In an effort to reduce the fire and safety hazard to other Tenants in the Park and to a transferee who intends to reside in the Park, and to assure that substandard RVs and camp trailers do not remain in the Park on transfer of ownership, it is urged that RV's and camp trailers being sold or transferred in-place be inspected for substandard condition, hazardous defects and code compliance by the Housing and Community Development Department or another similarly qualified entity. A copy of any inspection and any reinspection following correction shall be provided to Park as soon as it is available. Time is of the essence.
- (C) The following must be corrected before the transfer is completed:
- 1. Defects or conditions rendering the RV or camp trailer substandard in accordance with Title 25, section 1606,
- 2. Conditions that make it illegal to sell the RV or Camp Trailer in accordance with Health and Safety Code section 18025, and
- 3. Defects or conditions amounting to a violation of an applicable ordinance, statute or regulation, and
- 4. Substandard defects noticed to the transferor of required repairs to the exterior of the RV or camp trailer, its appurtenances, or accessory structures.
- 5. If not timely corrected, Management will withhold approval of the transfer of the RV or camp trailer in-place in the Park and thus the right of any applicant to occupy the Space.
- (D) Where the RV or camp trailer is to remain in the Park after the sale or transfer of any ownership, all of the following items must be completed, received, and approved by Park before the new owner(s) will have any rights of tenancy in the Park:
 - 1. From the Tenant:
- () Confirmation that Tenant has completed all repairs or improvements related to the exterior of the RV or camp trailer, its appurtenances, and accessory structure as stated in a written summary provided by Management in accordance with California Civil Code section 798.73.5.
- () All terms of the Rental Agreement must have been performed by Tenant or expressly waived by Management.
 - 2. From the prospective Tenant(s):
- () A completely filled out application for tenancy including a copy of the agreement to sell or transfer.
- () A face to face interview with Park Management.
- () A new fully executed Park Rental Agreement approved by Management.
- () A copy of the Park's State-required Park Rental Agreement Disclosure that has been acknowledged in writing as received at least three working days prior to the signing of the rental agreement.

() The new RV or camp trailer owner(s) shall have paid their first month's rent, security deposit, and other charges for the Space as required by the Rental Agreement.

Unless and until the Rental Agreement to which these rules apply has been terminated by law or with Park approval, Tenant shall continue to be bound by all of its provisions, including these rules, even after sale of the RV or camp trailer to a third party.

28. Vacating tenancy and removal of RV, camp trailer

- (A) In compliance with the California Civil Code section 798.59, a Tenant shall give written notice to the Management of not less than 60 days before vacating their tenancy. If less than a 60 day written notice is received by Management before vacating the tenancy, Tenant shall be responsible for 60 days rent and other Park charges following the date of notice. If no notice was given prior to surrender of the Space, Tenant shall be responsible for 60 days rent from the date of surrender. If Management approves a successor tenant for that Space prior to the expiration of the 60 days, the Tenant's obligation will terminate coincident with the beginning of the new tenancy.
- (B) When the RV, or Camp Trailer is removed from the space, Tenant shall thoroughly clean the lot, repair any damage, and perform any necessary landscape maintenance prior to surrendering Space to Management. At Management's option, Tenant shall, at their expense when surrendering the Space, remove all alterations, or improvements installed by Tenant, and shall repair all damage to the premises caused by the removal.
- (C) Park may require the removal of a RV, or Camp Trailer deemed to be substandard as defined in Title 25, section 1606 at any time.
- (D) Park may require the removal of a RV, or Camp Trailer at the time of transfer of the RV or Camp Trailer, in order to upgrade the quality of the Park pursuant to Civil Code section 798.73.
- 29. <u>Registration card/certificates</u>: Upon request, Tenant must promptly provide a copy of the current registration for the RV or Camp Trailer, to Management. A copy of the registration card or certificate shall promptly be provided to Management each time the registration is renewed or changed. Tenants shall promptly inform Management in writing if there is any change in the legal or equitable title to the home.
- 30. Compliance with laws, regulations, and ordinances and rules: Tenants, guests, and visitors must comply with all federal, state, and local laws or ordinances and regulations governing RV and Camp Trailer communities. RV's and Camp Trailers shall be maintained at all times in compliance with all applicable Health and Safety Codes, Title 25 regulations, Vehicle Codes, and all other applicable State laws, local ordinances, and regulations. Tenants shall not commit any act that would constitute a violation or a nuisance or place Management in violation of the above. Tenants shall comply with all notices of violation of laws, ordinances, or regulations from any federal, state, or local

- enforcement agency. Failure to do so in a timely manner shall be considered a violation of these rules and may be grounds for termination of tenancy.
- 31. <u>Compliance with lease or rental agreement</u>: Tenant shall comply with the terms of the Lease or Rental Agreement to which these rules attach. A violation of any term of the lease or Rental Agreement shall be deemed a violation of this rule and a breach of the Lease or Rental Agreement.
- 32. Additional rules incorporated by reference: Rules and regulations pertaining to the use of the bathrooms, laundry room, refuse collection area, streets, space parking, and other Park facilities are posted in those respective areas. Separate rules may be promulgated for recreational or other community facilities from time to time in accordance with applicable law. Tenant understands the rules and regulations posted or separately printed and distributed are deemed incorporated by reference into these rules and regulations at this point and into any rental agreement between Park and Tenant. Tenants and their guests must comply with these Park rules and regulations, and the special rules governing the use of recreational and other Park facilities. Any violation of the Lease or Rental Agreement and if not timely cured following legal notice shall constitute a basis for termination of tenancy.
- 33. Waiver: Failure of Park to exercise its right to enforce any provision hereof after any default by a Tenant, shall not be deemed a waiver of Park's right to enforce the same provision with other Tenants or a waiver of Park's right to enforce any other part of the Rules and Regulations. Failure of Park to enforce a provision on one occurrence shall not be deemed a waiver of Park's right to enforce the same provision on any later occurrence. Any ambiguity over whether Park has waived its right to enforce any provision of the Rules and Regulations shall not be resolved in favor of no waiver having occurred.
- 34. <u>Rule changes</u>: Park reserves the right to make changes or additions to the Park Rules and Regulations in accordance with RV Residency Law or other governing law as Park in its sole discretion may deem appropriate. Park can update the Park Rules and Regulations at any time without notice.
- 35. <u>Severability</u>: If any provision of these rules or application thereof to any person or circumstance is held to be invalid, the part or application held to be invalid shall not affect other provisions or applications of these rules that can be given effect without the invalid provision or application, and to this end, the provisions of the rules are declared to be severable. These rules shall be liberally construed to achieve these purposes and to preserve their validity.

Management intends to promptly, equally, and impartially obtain the cooperation and compliance of all Tenants with the Rules and Regulations and other conditions of residency. Tenants recognizes, however, that Management's ability to obtain compliance is dependent

upon a number of factors, including the cooperation of all Tenants and their guests, the nature and extent of the failure to comply, the expense and practicability of enforcement and the lase then in effect. Tenants agree, therefore, that the enforcement of the Rules and Regulations and conditions of Tenancy are a PRIVATE matter between Management and each Tenant individually. Tenant agrees that Tenant is not a third party beneficiary of any agreement between Owner and any other Tenant in the Park, including, but not limited to, agreements relevant to the Rules of the Park's Rental Agreement.

I/We understand that violation of these Rules and Regulations shall constitute a violation of the Rental Agreement and will be a basis for termination of my tenancy or occupancy rights. I hereby waive my claim against Park based upon contradiction with law(s) and/or regulation(s) to any provision hereof, my sole remedy being limited to the voiding of such contradictory provision.

I/We have received and read a copy of these Rules and Regulations and agree to abide by the same including subsequent amendments made in accordance with the Recreational Vehicle Residency Law to extent these Rules and Regulations are allowed under applicable local, state, and Federal, laws and regulations.

TENANTS, by signing these Rules and Regulations, accept the premises and acknowledge that the premises are in safe and habitable condition and by execution hereof, release and agree to hold Management, the Owners, and their agents harmless from any claims or actions for damages to person or property arising out of the use of the premises, streets, sidewalks, and common areas of the Park. Management shall not be liable for damages for re-entering and taking possession of the premises pursuant to any Tenant default or breach of these Rules and Regulations.

| Tenant | date |
|------------|------|
| | |
| Management | date |