

Effective: July 15, 1994

CHETWOOD CREST MOBILEHOME PARK  
3913 Castro Valley Boulevard  
Castro Valley, CA 94546

**PARK RULES AND REGULATIONS**

The following Rules and Regulations apply to all Residents of Chetwood Crest:

1. RENTAL AGREEMENT:

A. These Rules and Regulations are an integral part of the Park's Rental Agreement. All Residents are required to sign a written Rental Agreement. An existing Resident is entitled to a Rental Agreement for a term of twelve (12) months, or a longer period if Management approves, or a lesser period if Resident desires.

B. Prospective Residents must fill out a Resident Application form and sign a rental agreement before they can be accepted as a Resident of this community. A prospective Resident who has already purchased a mobilehome from a previous Resident is not a legal Resident of this community until and unless Management has accepted that person as a Resident and a rental agreement has been signed.

2. FAMILY COMMUNITY: CHETWOOD CREST MOBILEHOME PARK is a family community which is open to qualified residents of all ages. Residents are responsible for the supervision and conduct of their minor children, and those of their guests.

3. WORD USAGE:

A. HIS, HER: Any reference to his or her is intended to include the other and is not limited to any particular gender.

B. PARK, COMMUNITY: Any reference to Park or community refers to CHETWOOD CREST MOBILEHOME PARK.

C. MANAGER: Any reference to the Manager refers to the Resident Manager.

D. MANAGEMENT: Any reference to Management refers to the owners and operators of the Park, including the Resident Manager, and any outside management firm.

- E. RESIDENT: Any reference to a Resident refers to a person who resides in the Park, and is subject to a Rental Agreement or Lease.
- F. HOME, MOBILEHOME: Any reference to home or mobilehome refers to the Resident's mobilehome, trailer, or living quarters.
- G. RENTAL AGREEMENT: Any reference to "rental agreement" refers to the lease or rental agreement between Park and Resident.
- H. LOT, HOMESITE: Any reference to lot or homesite refers to the area upon which the Resident's mobilehome rests, which area is described by a specific number in the Rental Agreement.
4. SPECIAL RULES INCORPORATED BY REFERENCE: Other rules of conduct concerning the use of the Park's facilities are posted throughout the Park and by this reference are incorporated herein as though set forth in full. Residents must read and follow the posted rules.
5. MOBILEHOME STANDARDS: All homes to be placed in the Park must meet all local, state, and federal standards and must be brand new, except where otherwise permitted by law. All homes to be moved into this community must have the written approval of Management. Manager will designate size and placement of each home. Tongue and hitch covers are required for homes without removable tongues.
6. INSURING PROPER DRAINAGE: It is the Resident's responsibility to assist Management in assuring the natural flow and drainage of water on the homesite. This requires that the Residents do no act which would impede the natural flow and drainage of water, or assist in the buildup of water. Residents are required to use proper irrigation techniques. Additionally, it is suggested that the Resident "level" the coach on a consistent basis and install rain gutters on the roof. Please consult Management for suggestions or assistance in this regard.
7. SKIRTING AND AWNINGS: Complete skirting and awnings of mobilehome must be completed within sixty (60) days after Resident's arrival at the Park. Only skirting approved by Management in writing will be allowed. Any Resident installing patio or carport awnings must obtain written specifications from Management.
8. STORAGE SHEDS: Written approval of Management must be obtained before a shed is installed. One or two storage sheds, up to a combined total of 100 square feet may be placed on the homesite at the rear of the home. Storage sheds to be installed must be commercially manufactured and shall be metal. Existing

wooden sheds may remain, but must be replaced with metal sheds when removed. Electrical service to the shed requires a State permit. The maintenance requirements for a shed are the same as those required for the mobilehome as outlined in Paragraph 12. Sheds must be at least four feet from utility pedestal to allow for maintenance and reading of meters.

9. PERMISSIBLE USE OF LOT: The homesite shall be used for a home, approved by Management, to be used solely as a residence and shall house only those persons approved, in writing, by Management, and no others. Occupancy is limited to no more than two persons per the number of bedrooms, plus one. A "bedroom" is defined as sleeping quarters, as intended by the original manufacturer of the home. Any room converted from another use, or added onto the home, shall not be considered a "bedroom" without the express written approval of park Management. Resident agrees not to change the home on said homesite without first obtaining Lessor's written consent, and all necessary permits. The homesite shall remain accessible to Management at all times in order to facilitate repairs of equipment, installation of new equipment, maintaining landscaping in proper condition and other emergencies that may arise. No commercial business shall be conducted in the Park.

10. GUESTS:

A. Guests should be made aware of the community Rules and Regulations in order to prevent any embarrassment to the guests. Residents are responsible for the conduct and actions of their guests and any damages done by the guest is the responsibility of the Resident.

B. Guests may stay with a Resident for twenty (20) consecutive days or thirty (30) days in a calendar year without registering. Thereafter guests must register at the Park office. Management reserves the right to determine whether the Park facilities can accommodate all the Residents and guests in the park, and, therefore, may at its sole discretion refuse a guest permission to stay in accordance with Civil Code provisions. Lessor agrees that it will not unreasonably withhold its consent to allow additional people to move in with Resident. Resident agrees to have prospective new Residents in his home complete a Resident Application form which must be acceptable to Management. Thereafter, subject to the limitations of Civil Code Section 798.34 (b) and (c), Resident agrees to have the new Resident execute the Rental Agreement and the Park Rules and Regulations.

11. LANDSCAPING: Each Resident will be required to landscape his or her homesite within sixty (60) days of occupancy. Resident may use any combination of lawn, shrub, flowers, trees in movable containers, rocks or bark. If lawn, shrub, flowers, or trees are used, such landscaping must be well maintained, neat

and attractive. If rock is used, plastic sheeting must be placed beneath, and an edging must be used. Permission of the Management is required prior to any digging on the Park or on the homesite. If rock or bark is utilized, such must be contained within the homesite and kept in a neat and attractive fashion. Any landscaping that would require excavation or digging greater than six (6) inches, including irrigation canals, must have the prior written approval of Management, to avoid damage to underground cables and pipes. No artificial turf is permitted. Landscaping must be kept trimmed back from lights and sidewalks, and all leaves, branches and debris must be confined to Resident's space.

**12. MOBILEHOME MAINTENANCE:** The exterior of the mobilehome must be well maintained, clean and neat in appearance. All electrical, water, sewer, and gas connections must be kept in a good and leak-proof condition at all times, and in compliance with all state and municipal laws or regulations. Report any community facility which is out of order to the Management. Any additions to the home (porches, screen rooms, cabanas, air conditioners, water softeners, etc.) must be approved by Management in writing, then submitted to the proper regulatory agency for the necessary permit. Utility meters must be accessible to Management for reading and maintenance at all times.

**13. LOT MAINTENANCE:**

A. Residents shall maintain their homesites in a clean, well kept and attractive fashion, including the front, sides, and back. If a homesite is neglected, after reasonable written notice, Management reserves the right, but is not obligated to, take over its care and bill the Resident for this service, pursuant to Civil Code Section 798.36. All trash, debris, boxes, barrels, brooms, ladders, etc., must be kept out of sight. When homesite is vacated, all holes must be filled and leveled. Driveways must be kept clean and in good repair at all times at Resident's sole expense.

B. Management approval of all work to be done by contractors in the Park is required.

C. Resident waives all rights to make repairs or capital improvements to homesite at Management's expense. All alterations, improvements, and changes shall be done either by or under the direction of Management, but at the cost of the Resident, and shall at once become a part of the realty and belong to Management. However, at Management's option, Resident shall, at his expense when surrendering the lot, remove all such alterations, additions, or improvements installed by Resident, and Resident shall repair any damage to the premises caused by the removal.

14. LOT USAGE AND VEHICLE REPAIR: No towels, rugs, wearing apparel, or laundry of any description may be hung outside the mobilehome at any time. Non-operational vehicles are not permitted to park on homesites. All vehicles must bear a current DMV registration and license. No major car repair, servicing or painting will be allowed in the Park. Any car dripping gasoline or oil must be repaired to avoid damage to the pavement. Drip pans may be used if kept clean. All vehicles parked at homesites must be fully operational, and capable of being moved in case of emergency. Driveways are to be kept clean of oil stains if drip pans are not used. No parking or storage of travel trailers, boats, large trucks, campers, camper shells off-road vehicles, or commercial vehicles permitted at homesite. Patio furniture, barbecue equipment, and a storage shed are the only items permitted outside the home. Carports and porches are not to be used for storage. No washing of vehicles on individual spaces or on the street.

15. GARBAGE: Garbage containers must be covered and placed adjacent to the street for pickup. Containers, including recyclables, must be stored out of sight on the driveway side of Resident's lot. Trash which cannot be placed in garbage containers will not be hauled. Containers must be stored out of sight.

16. SUBLETTING:

A. No subletting, subleasing, or renting of homes or homesites is allowed.

B. A resident wishing to have someone use his home during the Resident's absence must obtain written permission from Management if the Resident plans to be absent for more than two weeks.

C. Residents are prohibited from assigning their rights under any lease without the prior written approval of Management.

17. MOBILEHOME RESALE:

A. Residents must notify Management sixty (60) days prior to the intended date of sale. At this time, Management will notify Resident in writing of any conditions of sale for homes which are to remain in the Park. A twenty-four by thirty-six inch (24" X 36") (A-frame or H-frame) sign advertising the sale of the mobilehome may be placed in front of coach. No other signs are permitted. No "Open House" signs or "Real Estate Caravans" are permitted in the Park. Management reserves the right to require removal of a home upon resale in order to upgrade the Park, in conformance with the California Civil Code. Resident must obtain and pay for an inside and outside HCD inspection of Resident's home prior to resale.

B. Before the sale has been completed, the prospective Resident (Buyer) must be accepted in writing by Management and a Lease Agreement signed. Failure to comply with this Rule may result in the denial of entry into the Park for such person.

18. FENCES: No fences may be erected in Park without written permission.

19. ANTENNAS: No T.V. or radio antennas may be erected in the Park, without written permission. No satellite dishes are allowed.

20. TRAFFIC: Due to heavy pedestrian traffic in the Park, everyone is urged to drive SLOWLY and CAREFULLY at all times within the Park. Campers, motor-homes, and other recreational vehicles, trail bikes, dune buggies, and other off-road vehicles, boats, trailers, and trucks over 3/4 ton are not permitted in the park except for purposes of immediate loading and unloading. Loading periods may not extend overnight.

21. LAUNDRY: Automatic laundry is for Resident's use only. Please leave machines, dryers, and laundry room clean. Remove all clothes from machines as soon as they are finished. No dyeing or tinting permitted in machines. Laundry room hours are posted at that facility. Additional rules are posted at the facility.

22. PARKING: Each homesite has parking facilities. **NO STREET PARKING IS PERMITTED.** The streets within this community are narrower than conventional city streets and are in compliance with construction standards for mobilehome parks in California. The streets within a mobilehome park are entitled "Fire Lanes" and as such are under the jurisdiction of the local fire department. Therefore, any Resident or guest of a Resident parked on the street is subject to having their vehicle towed away at the owner's expense. Parking is **ONLY** permitted in the designated parking spaces. Guest parking areas are **ONLY** for guests.

23. PETS: Residents may keep indoor pets, limited to fish, small caged birds, and cats, subject to Management's prior approval. Approved dogs in the park as of the effective date of these Rules will be permitted to remain. However, no new dogs may be brought into the park, and as approved dogs are lost or die, they may not be replaced. Guide dogs, signal dogs, and service dogs are permitted with prior certification to Management of the dog's credentials. Approved pets must be registered with the Management. Dogs must be kept on a leash at all times when outside of Resident's mobilehome. Pets which cause substantial annoyance to neighbors must be removed from the Park. Pet droppings must be cleaned up daily. A separate pet agreement must be signed with Management before a pet can be approved. No pets in the clubhouse or laundry room.

24. MOTORCYCLES, MINI-BIKES AND MOPEDS: Motorcycles, mini-bikes and mopeds may not be operated within the Park at any time, except to and from Resident's home, and the Park entrance.

25. CLUBHOUSE: This facility is open during hours posted at the facility, and is for the exclusive use of Residents and their guests. Limit of two guests per homesite at any time. All guests must be accompanied by a Resident at all times. Due to limitation on parking and the size of this facility, organized functions are restricted to Park Residents only; no guests can be accommodated. A deposit is required for any private or special function. Additional rules are posted at the facility.

26. WRITTEN APPROVAL: References to approval permission or authorization of the Management shall be construed as written approval prior to taking action.

27. RECEIPT OF PARK RULES AND REGULATIONS AND APPLICABLE LAW: Resident hereby acknowledges receipt of the Park Rules and Regulations and a copy of the California Civil Code provisions entitled "Mobilehome Residency Law". Park reserves the right to amend these Rules and Regulations from time to time pursuant to the provisions of the Civil Code.

28. CAPTIONS: The titles of paragraphs herein are for identification only. Residents should read the complete text of all paragraphs in order to fully understand the Rules and Regulations, or to find answers to particular questions.

29. EXECUTION AND ACKNOWLEDGMENT: Resident acknowledges having read the Park Rules and Regulations and agrees to be bound by all the terms and conditions herein contained.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_,  
at Castro Valley, California.

\_\_\_\_\_  
RESIDENT

\_\_\_\_\_  
RESIDENT

\_\_\_\_\_  
RESIDENT

CHETWOOD CREST MOBILEHOME PARK

By, \_\_\_\_\_  
PARK MANAGER