

**RULES AND REGULATIONS**  
**RANCHO YOLO SENIOR COMMUNITY**  
**A Community for Older Persons**

These Rules are effective on and after December 1, 2005.

**OLDER PERSONS PARK.** In accordance with the Federal Housing for Older Persons Act of 1995, this Park is intended and operated as "housing for older persons." The Park complies with the Act and is intended to be reserved for residents age 55 and over with certain exceptions as allowed by the Act. All prospective residents will be screened for admission to the Park under this Rule, and the home must be permanently occupied by at least one person who is 55 years of age or older as of the date of occupancy. No applications will be accepted without proof of age such as a valid driver's license, birth certificate or passport. Minimum age for all residents, except spouses and permanent full-time care givers whose presence is required by a licensed physician, is 45. Under this Act, Management may, in its sole discretion, make certain exceptions to this rule. To maintain the Park's compliance with Federal fair housing laws and regulations, all current and prospective residents must promptly and accurately respond to Park's request (s) for written verification of occupants' age (s).

**GENERAL.** (The term "Tenant" shall include the Tenant and all legal residents as listed in the Rental Agreement or Lease).

1. The Tenant and all residents must complete and application for residency prior to residing in the Park. Tenant must provide to Park Manager a copy of HCD or DMV registration or copy of property tax bill, whichever is applicable to the status of mobile home ownership.
2. Solicitors, vendors, peddlers, etc., are not permitted in the Park.
3. Drunkenness or immoral conduct is not acceptable and will not be tolerated. No alcoholic beverages are to be served or consumed in the clubhouse, around the pool or any other community area except on Management approved occasions.
4. All Tenants and guests shall observe all Rules and Regulations posted in the recreation areas. Tenants shall pay for all damages to the clubhouse, recreation areas, equipment, or any other Park property caused or contributed by them or their guests, except for normal wear and tear. Tenants are responsible for the conduct of their guests. Guests must be accompanied by an adult Park resident when using recreational facilities or equipment.

5. No loud talking, radio, television or other noise capable of disturbing a neighbor in any manner will be permitted between the hours of 10:00 p.m. and 8:00 a.m. No unusual disturbing noises will be allowed at any time. Residents shall not commit, or allow to be committed, any nuisance or any waste on the Premises, nor shall residents use or allow the Premises to be used for an unlawful purpose.
6. Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control, shall not engage in criminal activity, including drug-related criminal activity, on or near the subject premises. "Drug-related criminal activity" means the illegal manufacture, sale or use of a controlled substance (as defined in section 102 of the Controlled Substances Act [21 U.S. C. 802]).
  - a. Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in an Act intended to facilitate criminal activity, including drug-related criminal activity, on or near the subject premises.
  - b. Tenant or members of the household will not permit the dwelling unit to be used for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
  - c. Tenant or members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near the subject premises or otherwise.
  - d. Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control, shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near the subject premises.
  - e. ANY VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation, a material non-compliance with the lease, and a substantial annoyance to other homeowners or residents. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided, by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
7. All mobile homes must be currently registered with the Department of Housing (HCD) with all registration fees paid OR, if on local property tax, must have current year taxes paid. Tenant must annually provide proof of registration or local property tax bill to Management.

8. Tampering with Park fuses, electric service connections, or other Park utility connections is strictly forbidden. Please contact the Management in case of trouble.
  
9. Residents must keep their home sites, including the mobile home; yard, driveway, landscaping and structures, in clean, neat, and attractive condition, free of debris. If home sites are not maintained, the Management may, at Management's sole option and discretion, give due notice, and if necessary, undertake appropriate maintenance at the Resident's expense which will be added to the rent, pursuant to Section 798.36 of the Mobilehome Residency Law. Residents may not plant trees or shrubs upon the home site without first obtaining written permission from the management. It is the responsibility of the resident to maintain the appearance of their home site, including routine landscaping such as weed abatement, mowing grass, and trimming of trees, bushes and shrubs. However, if a tree poses a specific hazard or health and safety violation, Management may, in their own determination, undertake trimming or removal of the offending tree. Should a resident desire a tree trimmed or removed due to a specific safety hazard or health and safety violation, the resident is to make a specific written request for Management to take necessary action.

Normal driveway maintenance is the responsibility of the resident. If toxic fluids (oil, gasoline, etc.) are allowed to leak into the paved areas causing damage, the cost for repair will be charged to the resident and will be added as rent. Oil and fuel stains must be removed from the home site and street immediately, and the offending vehicle must immediately be removed from the Park until repaired.

Standard yard and patio furniture (no indoor type furniture), manufactured barbecue equipment, and approved storage cabinets are the only items permitted outside the Mobile home. All other items, including containers, tools, brooms, lawnmowers, tires, lumber, etc., are to be stored out of sight. Materials other than wheels, axles and hitches from the Mobile home may not be stored underneath the Mobile home. Major appliances are not allowed to be used or stored outside of the Mobile home. No towels, rugs wearing apparel or laundry are to be hung outside the Mobile home at any time. Clothes lines are absolutely prohibited.

Approval by Management is required, prior to installation, regarding size, condition, age and construction of mobile home and all accessories, including awnings, skirting, carport, porches, storage sheds, outside antennas, etc. All fencing must have the prior written approval of Management before installation.

A maximum of two storage cabinets, approved by Management, may be placed on the home site in a location in compliance with State and local regulations. The total area of the storage cabinets shall not exceed 100 square feet. Wood sheds are permitted as long as they are well maintained and kept in a clean, neat, and attractive condition. Electrical wiring may not be run between the mobile home and any storage facility, and no storage facility may be converted into a workshop or other facility. Storage cabinets must be kept in good repair and attractively maintained.

Park is not liable for any shifting, settlement or erosion of ground. All present and/or preceding residents assume liability for their lots, maintenance, additions, and alterations, plants shrubs, trees, etc.

Utility Easements and Right-of-Way: No permanent or temporary structures may cover, block or impede access to public utilities. Park Management reserves use of a six foot easement for service and repair of utility lines.

10. If Tenant desires to sell his mobile home in place, Management must be notified and approval obtained in accordance with the provisions of the Mobilehome Residency Law. Management approval may require the tenant to make certain repairs or improvements to the mobile home, its appurtenances, and/or accessory structures. The repairs or improvements shall be limited to those required for compliance with these Rules, or a local ordinance or State statute or regulation relating to mobile homes.

Any mobile home sold, exchanged or substituted is subject to removal pursuant to Civil Code Section 798.73. Spaces are not transferable. Residents must notify Management in writing sixty (60) days prior to the intended date of sale. At such time, management will notify the residents in writing of any conditions of sale if the resident desires to leave the home in the Park. "For Sale" signs must conform to limits prescribed in the Mobilehome Residency Law, Civil Code Section 798.70. A three by five (3 X 5) inch card may be filled out by the resident and placed on the bulletin board in the Park designated for such advertising.

No "Open House" signs or "Real Estate Caravans" are permitted in the Park. Prior to completion of the sale the prospective buyer must complete a "Tenant Application Form" provided by the Management and must be approved for residence in the Park – in writing – by the Management. Park will not be responsible for sales that are canceled due to the proper procedures not being followed. Seller is responsible for all rent, utilities and other charges until buyer signs new agreement and begins paying rent.

No mobile home may remain in the Park upon sale unless Management has accepted the buyer in writing.

The request for removal of a mobile home from the Mobile Home Park shall be consistent with and pursuant to California Civil Code Section 798.73.

11. Recreational Facilities are provided for the exclusive use of residents and their guests. Rules are posted in the recreational areas and are a part of these Rules and Regulations, being fully incorporated herein by this reference. Posted rules must be obeyed by the residents and their guests and may be amended at Management's discretion. Certain areas of the community building are available for Park residents' functions and for small family parties (a cleaning deposit will be required) subject to approval from the Management. Reservations for private parties should be made well in advance of the proposed date. Conduct of guests at parties is the sole responsibility of the resident. It is the resident's responsibility to restore the facility to its original condition by cleanup and trash removal and replacing furniture to its normal position. Meetings by Park residents relating to mobile home living and affairs are permitted. Reservations should be scheduled through Management well in advance of the meeting.

12. Children are not allowed in the adult recreation areas unless accompanied by an adult. All guests are limited to 20 consecutive days or a total of 30 days in a calendar year. Written approval of Management is necessary prior to any extension of guest stays – additional charges applicable after 30 days = \$5.00 per day per guest.

13. **CHILD CARE, COMMERCIAL BUSINESS OR SUBLEASING**

- a. No "baby sitting or child care" is permitted in the Park. Visiting children must be supervised and accompanied by a Tenant at all times while in the Park.
- b. No commercial business shall be conducted on a Park space nor shall "auction," "moving," or "garage" sales be permitted within the Park.
- c. Subleasing is prohibited except as provided by the provisions of California Civil Code 798.23.5.

14. **PETS** - You must obtain permission from the Management to keep a pet in the Park. Small pets (not over 16 inches high at the hips measured when the animal is standing erect and not over 20 pounds at maturity) will be allowed. Those of you who have pets enjoy them; however, there are others who do not share your views. In consideration of others, it is important those who have pets observe the following rules:

- a. If your pet causes any disturbance such as barking, snarling, etc. which will annoy your neighbor, permission to keep this pet will be revoked.
- b. Residents will be limited to two (2) pets per space.
- c. Any pets, when not inside your mobile home, must be kept on a leash at all times. Any pet found loose in the Park will be taken to the Animal Shelter. (This includes cats).
- d. No pets are to invade the privacy of anyone's home site, flower beds, shrubs, or common areas provided for the use and enjoyment of all residents.
- e. No pets are permitted in the clubhouse area, swimming pool, laundry or any other recreation area. Pets may not be left penned up, tied up or otherwise unattended outside of mobile home.
- f. Droppings must be picked up, wrapped in paper, and placed in the trash daily.
- g. Pets belonging to guests and visitors must obey all Park rules, and must be confined to a resident's space.
- h. The word "pet" is defined as a dog or cat. Small household birds and fish are also permitted. All other animals and reptiles are prohibited.
- i. Full description and photography of pet must be on file with Management at all times for consent to be valid.
- j. Tenant must comply with all local animal control regulations.

15. **AUTOMOBILES AND PARKING** - Speed limit for all vehicles shall be 15 miles per hour. Vehicles must be registered with Management. Only approved vehicles are to be parked at the home space. A storage area is provided for the parking of travel trailers, boats and campers. There will be a monthly charge for each unit parked in the storage area. No unusable, inoperative, or unsightly vehicles will be allowed in the Park or storage area.

Only licensed motorcycles, motor scooters, mini bikes or mopeds will be allowed in the Park; and the Rules and Regulations regarding the use of such vehicles are incorporated herein by the reference.

On street parking is prohibited. Tenants are prohibited from using "guest parking" for personal vehicles. Visitors or guests must park their vehicles at designated guest parking areas. Repairing of motor vehicles at the mobile home is prohibited. This includes tune-ups, oil changes, radiator draining/flushing, etc.

16. **LAUNDRY ROOM** - Instructions are posted in all laundry rooms. Please abide by the rules. Do not overload or abuse washing machines. In case of trouble, please call the office. Washing machines are to be cleaned inside and outside after use. Laundry rooms are to be left in a neat and orderly condition. Please empty lint trays. Drying clothes outside at the home sites is prohibited.

## **17. SWIMMING AND POOL RULES**

- a. There is no lifeguard on duty. All persons using the pools do so at their own risk.
- b. The adult pool and Jacuzzi are for adults only, 18 years of age and older. Children under the age of 14 are permitted in the teen pool area only when accompanied by a parent or adult guardian.
- c. Children 14 or older are permitted in the teen pool area without a parent or adult guardian. We suggest they swim buddy style.
- d. Food and beverages in glass containers are not permitted in either pool area.
- e. Bobby pins and hairpins must be removed before swimming. Hair shoulder length or longer must be tied back.
- f. No toys, balls or other objects are to be thrown into the pools nor taken into the pool areas.
- g. Running or rough playing is not allowed in the pool areas.
- h. Swimmers asked to leave the pools by Management must do so at once and may return only when given permission by Management.
- i. When pools are closed temporarily for safety or health reasons, all swimmers are to leave promptly when directed by the Management.
- j. Wet bathing suits are not permitted in the Clubhouse nor in the billiard room. Bathing suits are permitted in the area on the lower level and in the restroom area.
- k. Guests are to be registered with the Management and must be accompanied by an adult resident of the Park. When the pool is crowded, Management may limit the number of swimmers, and residents take priority over guests.
- l. Regulation swim wear is to be worn at all times in the pool areas while swimming. No cutoffs will be worn in either pool.
- m. Adult residents are responsible for conformance to these regulations by their children.
- n. Since we do not have a pool attendant, it is extremely difficult, for the Management to police the pool areas. Residents of the Park who believe there is someone using the pools who do not reside in the Park should notify the Management.
- o. The pools will be open for use from 10:00 a.m. to 9:00 p.m.

I agree that I will hold Rancho Yolo Mobile Home Park free and blameless in any and all claims as a result of accidents or injuries which may occur while using the swimming pools at the Rancho Yolo Mobile Home Park. I understand the regulations may be changed from time to time for the safety, health and protection of the residents.

Additional rules regarding use of the pools are posted in the pool areas. Management and owner are not responsible for accidents or injuries resulting from the use of the pools.

- 18. BILLIARD ROOM** – Residents may use the billiard room from 9:00 a.m. to 9:00 p.m. Access is by key only. As with all common area facilities, adult residents are responsible for damage caused by their children and guests. See Manager for key “check out procedures.”
- 19. GARBAGE** – Cans and/or containers for garbage and solid waste must comply with standards established by appropriate health agencies and are to be furnished by tenants and kept in good condition. All such cans and/or containers are to be returned to their regular place of storage at the rear of each mobile home promptly after pickup service. The dumpsters are to be used for outside debris – not for household trash and garbage. All clippings and leaves must be bagged or contained in order to be picked up. Branches must be no longer than 5 feet in length.
- 20. GROUNDS FOR EVICTION** – Any of the following shall constitute grounds for termination of tenancy and eviction, upon such notice and pursuant to such proceedings as may be provided by law and in force from time to time:
- a. Failure of the Tenant to comply with local ordinances and State laws and regulations relating to mobile homes within a reasonable time after the Tenants receive a notice of his noncompliance from the appropriate government agency.
  - b. Conduct of the Tenant, upon the Mobile Home Park premises which constitutes a substantial annoyance to the other Tenants.
  - c. Failure of the Tenant to comply with reasonable Rules and Regulations of the Mobile Home Park for nonpayment of rent, utility charges, or reasonable incidental service charges.
  - d. Condemnation or change of use of the Mobile Home Park.
  - e. Violation of any Federal, State or local law, statute or ordinance (or regulation promulgated under any such law, statute or ordinance) which adversely affects, or is detrimental to, the health, safety, or welfare of tenants in the Park.
  - f. The breach or violation of any provision of the Rental Agreement.
  - g. Any other basis or grounds now or hereinafter provided by law.

In any event, no action will be taken which is not in compliance with California Civil Code provisions relating to mobile home park residence.



**ENFORCEMENT OF RULES AND REGULATIONS**

Management will make every effort to enforce all of its Rules and Regulations and conditions of tenancy applicable to residency in the Park equally and immediately. However, Tenant agrees that the enforcement of those rules, regulations and conditions of tenancy are a private matter between the Management and the affected Tenant and the enforcement, or lack thereof, will not result in any damage or claim by any Tenant in the Park. Tenant hereby acknowledges that he is not a third party beneficiary of any other Lease or Rules and Regulations between Management and any other Tenant in the Park.

DATE:

TENANT SIGNATURE:

\_\_\_\_\_

Tenant

\_\_\_\_\_

Tenant

MANAGEMENT SIGNATURE:

By: \_\_\_\_\_

Park Manger