

Ocean View Estates @ Gualala

MOBILEHOME SPACE - RENTAL AGREEMENT

38851 S. Highway 1
Gualala, CA

THIS RENTAL AGREEMENT IS AN IMPORTANT DOCUMENT THAT HAS LEGAL CONSEQUENCES. IT IS RECOMMENDED THAT HOMEOWNER HAVE IT REVIEWED BY AN ATTORNEY PRIOR TO EXECUTING THE DOCUMENT. Ocean View Estates @ Gualala is designated as "housing for older persons" with minimum age requirements for tenancy. This Park is an Equal Housing Opportunity Provider. We do business in accordance with the federal fair housing law. It is illegal to discriminate against any person because of race, color, religion, sex, handicap, familial status, or national origin.

Space number:	<i><Space></i>	Date: <i><AgreeDate></i>
Residents:	<i><Resident1></i> <i><Resident2></i>	Park Name and Address: Ocean View Estates @ Gualala 38851 S. Highway 1 PO Box 876 Gualala, CA 95445
Resident/Extra Person:	<i><ExtraPerson></i>	

This rental agreement shall be effective beginning with the date set forth below and is by and between the owners of the park, identified as The Chung Family Trust, dba Ocean View Estates @ Gualala, said owners being hereinafter referred to as "Park," or "Management," and the **above named Resident(s)**, hereinafter referred to as "Resident," all of whom shall have signed at the last page of this agreement and who further intend to personally occupy the premises as their actual residence. The Ocean View Estates @ Gualala accommodates recreational vehicles, travel trailers, mobilehomes and manufactured homes. This document shall mean mobilehomes or manufactured homes when the term "mobilehome" is used (consistent with California Mobilehome Residency Law, Civil Code § 798.3)

Homeowner understands, agrees, and acknowledges that the Park is designated as "housing for older persons" (California Mobilehome Residency Law, Civil Code §§ 798.76 and 799.5) and that at least one resident of each mobilehome must be fifty-five (55) years of age or older. Homeowner hereby represents that at least one of the residents signing this Agreement is fifty-five (55) years of age or older, and all other Homeowners are at least eighteen (18) years of age or older. The age requirement is waived for tenants who have continuously resided in the park since prior to 1/1/2005 and whom were not yet fifty-five years of age as of the signing of this Agreement.

- DESCRIPTION OF THE PREMISES:** This Rental Agreement is for the space indicated above within the Community and is to be used for the placement and maintenance of Resident's manufactured home, mobilehome or RV as specified below which may be used only as a residence by Resident and for no other purpose.
- TERM:** The initial term of this Agreement shall commence on *<MoveInDate>* and shall be for a term as specified below:

THIS AGREEMENT IS TO BE USED ONLY FOR MANUFACTURED/MOBILEHOME SPACES.

MOBILEHOMES (Including Trailers and Fifth Wheels in the Space for Nine Months or More). This Agreement shall be governed by Mobilehome Residency Law, Civil Code § 798, et seq. and is offered as a 12-month agreement, but may be accepted for a shorter period as specified below if requested by Resident at the time of signing this Agreement. This agreement may be selected used for manufactured homes, mobilehomes or for recreational vehicle trailers and fifth-wheels that have occupied the space for nine continuous months or more and not for a motor home.

- This agreement is for 12 months and will end on *<EndDate>*. The tenancy shall continue on a month to month basis thereafter unless otherwise terminated in accordance with applicable laws.
- This agreement is for a period of less than 12 months, and shall end on *<EndDate>*. The tenancy shall continue on a month to month basis thereafter unless otherwise terminated in accordance with applicable laws.

If neither of the above two boxes is checked, this agreement is for a term of month to month and shall continue on that basis unless otherwise terminated in accordance with applicable laws.

- OCCUPANCY:** The premises will be occupied only by the following named persons, each of whom has executed this rental agreement: *<Resident1>*, *<Resident2>* and by *<minors>* minor children, who need not execute this rental agreement. Additionally the following Resident is named as an Extra Person as defined under section number 48 below: *<Resident3>*

4. **SPACE RENT:** The initial monthly space rent will be \$<Rent> per month. All rent and other charges shall be paid to 38851 S. Highway 1, Space #42, Gualala, CA 95445 (Or PO Box 876, Gualala, CA 95445). Rent and fees are due on the 1st day of each month without any offset or deduction whatsoever. All payments by Resident shall first be applied to discharge any past due amounts, including, but not limited to, late charges, returned check charges, and utility and service charges. After past due amounts have been paid, the remainder of any monies received by the Park from Resident shall be applied to the current month's utilities and services with any remainder applied to current rent. The next scheduled increase for this space will be on <NextInc> .
5. **SECURITY DEPOSIT:** The amount of security deposit received is <NewSD>, or if this is a new agreement for an existing Resident, Park currently holds \$<ExtSD> as a security deposit. The security deposit is not rent, and shall within thirty (30) days following termination of tenancy or at such other time as provided by law, be returned without any accrued interest, after deducting for damages, cleaning, or any other unpaid obligations of Resident.
6. **UTILITIES AND SERVICES COSTS AT COMMENCEMENT OF THIS RENTAL AGREEMENT:**
Any increase in the cost of separately billed utilities or services shall be immediately passed through on the next

	Present Cost	Homeowner Pays Utility Co	Management Bills Homeowner	Included in Rent	Remarks
Propane Gas	Metered	✓			
Electricity	Metered	✓			
Water	Included				Included in space rent
Trash	Allocated		✓		Current rate \$13.73/mo.
GCSD (Sewer)			✓		current rate \$58.08/mo.
Cable TV		✓			
Guest Fees*	\$50.00		✓		Per Month Per Guest
Wireless Internet			✓		optional-current rate \$18/mo.
Wired Internet		✓			
Late Fee (see below)	\$25.00		✓		Applies after the 6th of the month
Returned Check Fees	\$35.00		✓		
Other					

* In residence over 30 consecutive days or 30 days in a calendar year. See Section on "Guest Fees", below billing without notice. Late fees, Returned Check Fees, Guest fees, Pet Facilities fees, and RV Storage fees may be increased on 30 days written notice.

Park may, upon giving 30 days written notice during the term of this Agreement or any extension or renewal thereof, separate and subtract from the rent, then charge Resident monthly for the cost of any utility or service now included in the rent. The amount of this reduction shall be equal to the average amount charged to park management for the utility or service to or for that space during the 12 months immediately preceding notice of the commencement of the separate billing for the utility or service. Park may then calculate and separately state on any billing the periodic amount of the charge utilizing any method permitted by law.

With Park's prior written approval, Residents may contract directly with outside vendors or service providers for any other service or utility not listed above or offered by Park. However, the service or utility obtained by Resident shall not in any way conflict with the normal operation or best interest of Park.

If Resident makes a written request for the testing of any Park provided utility meter serving their space, Park shall order and pay for the test. However, Resident shall reimburse the costs to Park if the test results indicated no adjustment, repair, or replacement was necessary, and Park may add the charge to the Resident's next bill.

7. **RENTAL SERVICES STATEMENT:** On or about the 1st of each month, as a service to the tenant, an invoice may be presented to the tenant for accounting of utility usage from the previous month and rent due for the upcoming month. If the Landlord fails to present an invoice the tenant is not relieved of his/her duty to satisfy the terms of this agreement. The tenant may dispute charges shown on an invoice. Disputes must be presented in writing to the property manager during regular hours.

8. **GUEST FEES:** Residents will pay an additional fee of \$50.00 per month for each month or partial month a guest stays on the Resident's space for more than 20 consecutive days or a total of 30 non-consecutive days in a calendar year. Guest fees will be due commencing on the first day following the expiration of 20 consecutive days or a total of 30 non-consecutive days in a calendar year, which ever occurs first. Guest fees shall be paid in advance and shall be paid prospectively on the first day of each month, thereafter. Guest fees will be owed whether or not the guest has been registered with OWNER. No guest fee will be charged for persons described in Civil Code § 798.34(b),(c) or (d), or the "immediate family" of the Resident, defined as the Resident, his or her spouse, their parents, their children, and their grandchildren under 18 years of age.
9. **LATE PAYMENT:** Resident and Park agree that if the entire amounts of rent and other charges owed by Resident are not paid by the sixth day of the month, the late fee will be due. Amounts past due for more than one month shall accrue interest at the rate of 10% per annum. Inclusion of this provision shall not be construed as a waiver of the Park's right to demand timely payment of rent in legal tender when due or to enforce any provision hereof after any default on the part of Resident. The acceptance of payments subsequent to any default or notice shall not be deemed a waiver of any of Park's rights; constitute a renewal or extension of the term of this Agreement; or affect any notice, demand or suit in connection therewith unless specifically stated by Park in writing at the time of acceptance of any such payment.
10. **RETURNED CHECKS:** Handling charges will be due on any check returned by payer's bank for any reason. The application of late fees and return check charges shall be cumulative.
11. **CREDIT REPORTING:** As required by law, Tenant is hereby notified that a negative credit report reflecting on Tenant's credit record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of Tenant's payment obligations.
12. **AGREEMENT REGARDING LATE FEES AND RETURN CHECK CHARGES:** Resident and Park agree that Park's administrative costs of receiving, accounting for, and banking a late rent and other charges, or handling replacement of a returned check are extremely difficult or impossible to predict and would be inefficient and impracticable to determine at the time of receipt. Therefore, the parties agree initially that is a fair estimation of the probable costs to Park for late payment of rent and that is a fair estimation of the probable costs to Park for handling a returned check. Fees are stated in the table above. Resident agrees the amounts may be reasonably increased by Park on 30 days notice.
13. **DEFINITIONS:** Unless otherwise stated herein, the following definitions will apply in this rental agreement:
 - (a) **AGREEMENT:** "Agreement" means this rental agreement unless the context would otherwise dictate.
 - (b) **COMMUNITY:** "Community" means the mobilehome park.
 - (c) **MOBILEHOME:** "Mobilehome" means mobilehome as defined by Mobilehome Residency Law § 798.3.
 - (d) **PARK or MANAGEMENT:** "Park" or "Management" means the owner of a mobilehome park or an agent or representative authorized to act on his behalf in connection with matters relating to a tenancy in the park.
 - (e) **REASONABLE:** "Reasonable" shall mean that which is considered usual and customary, but commercially appropriate in the management, operation, and ownership of a mobilehome park in the State of California and consistent with general landlord/tenant law, or where required, the Mobilehome Residency Law.
 - (f) **RV or RECREATIONAL VEHICLE:** "RV" or "recreational vehicle" means recreational vehicle as defined by Health & Safety Code section 18010.
 - (g) **SPACE RENT:** "Space rent" means the rent paid by Resident for the use of the space in the Community exclusive of any assessment or charges for utility services, metered or not, including but not limited to gas, electricity, trash, sewer, TV cable service, or other services provided to or for an individual space where such charges are billed to Resident's space separately from the space rent (e.g., separately metered utility charge, guest fees).
 - (h) **FAIR MARKET RENT:** "Fair market rent" is the rent the Park reasonably determines it could obtain for a regular space in the Community if it had a space vacant and ready to accommodate a manufactured or mobilehome. It is based on the assumption that neither the Park nor the prospective resident are compelled by any outside entity to enter into an agreement at a particular rent, i.e., Fair market rent is the amount of rent the Park could reasonably expect to obtain for the space in a free and open market. Fair market rent reflects the real value of the right to occupy a space in the Community. Fair market rent does not add to nor detract from the value of a manufactured or mobilehome by virtue of its placement on the space in the Community.
14. **USE AND OCCUPANCY:** Except as expressly provided by California Civil Code §§ 798.34(b) & (c) or 798.23.5 of the Mobilehome Residency Law, the Community Rules and Regulations or as otherwise preempted by law, only the registered owner and his immediate family are permitted to reside on the rented mobilehome space. Resident shall not use or permit the premises or any part thereof to be used for any purpose other than as a lot for the placement and maintenance of their mobilehome which may only be used as a residence for the persons listed herein. No other person may reside at the premises without the prior written permission of Park. The Community and its address may not be used for the purpose of conducting any enterprise, business, or advertising the sale of automobiles, recreational vehicles, or any other merchandise. No mobilehome or occupancy rights to a space may be transferred in the Community without the prior written consent of Park. Occupancy of the mobilehome is limited to two persons per space. Resident shall not assign any rights or privileges of the Agreement or sublet the

rented premises or any part except as specifically permitted per Community Rules and Regulations. Any such purported assignment or sublet contrary to Community Rules and Regulations is void. Resident shall neither do nor permit to be done in or about the premises, nor bring or keep therein, anything in conflict with any law or ordinance now or hereafter in effect, or contrary to the Rules and Regulations of the Community, or which may injure or annoy other tenants of the Community.

15. **WASTE AND NUISANCE PROHIBITED:** During the term of this Agreement, Resident and all occupants and guests shall not commit any waste or nuisance on their space or in the Community and shall comply with all Community Rules and Regulations, which may be changed by Park from time to time pursuant to the terms of the Mobilehome Residency Law. Waste includes but is not limited to destruction of, alteration of, or failure to maintain the landscaping, improvements or other Park property in Resident's care or possession. Nuisance includes, but is not limited to, the harboring of unapproved animals; an excessive number of animals; excessive vehicles; maintaining anything in the Community which has a visible presence that is unsightly, indecent, or otherwise offensive to observers; destruction, misuse, or failure to adequately maintain the safety and appearance of the mobilehome and other personal property in a manner that is evident to others, and violation of the Community Rules and Regulations.
16. **ABANDONMENT PROHIBITED:** Resident shall not vacate or abandon the premise at any time during the term hereof. If Resident does abandon, vacate or surrender the premises, any personal property belonging to Resident left on the premises shall be deemed to be abandoned at the option of Park.
17. **PARK'S RIGHT OF ENTRY:** Resident shall permit Park, its agents, and employees to enter upon Resident's space at all reasonable times for the purpose of inspecting the same and for the purpose of posting notices of non-responsibility for alterations, additions or repairs. Resident hereby acknowledges that Park, its agents, and employees have the right of entry upon Resident's space to maintain utilities, in the case of an emergency, or to maintain the premises if Resident fails to maintain them in accordance with Community Rules and Regulations after written notice to Resident and Resident's failure to comply within fourteen (14) days. Entry for any of the purposes stated herein or for any other legitimate purpose shall not entitle Resident to any rebate of rent or incur any liability against Park for Resident's loss of quiet enjoyment. Park, its agents, and employees shall not enter Resident's mobilehome except in cases of emergency or with the prior written consent of Resident.
18. **RESPONSIBILITY OF PARK:** It is the responsibility of Park to provide and maintain the physical improvements in the common facilities of the Community in good working order and condition. However, with respect to a sudden or unforeseeable breakdown or deterioration of these improvements, the management shall have a reasonable period of time to repair the sudden or unforeseeable breakdown or deterioration and bring the improvements into good working order and condition after management knows or should have known of the breakdown or deterioration. For purposes of this subdivision, a reasonable period of time to repair a sudden or unforeseeable breakdown or deterioration shall be as soon as possible in situations affecting a health or safety condition, and shall not exceed 30 days in any other case, except where exigent circumstances justify a delay.
19. **FACILITIES AND SERVICES PROVIDED BY PARK:**

Park will provide available facilities, utilities and services in good working order to residents. However, any prevention, delay or stoppage due to strikes, labor disputes, acts of God, inability to obtain materials, governmental restrictions, regulations or controls, judicial orders, fire, flood, earthquake or other natural disaster will excuse Park's performance of these obligations for a time equal to the delay. Such delays shall be deemed to be beyond the reasonable control of Park. Resident shall continue to pay rent, without abatement or reduction, and any and all other itemized charges in accordance with the terms of this Agreement. Park will not be liable for any loss or injury to property occurring with, or incidental to the failure to furnish any services, facilities, or utilities to Resident, if the inability to so furnish relates to matters set forth above in this section. Park will not be held liable for any interruption of the use of the service or facility for reasons beyond its reasonable control or for reasons which park, in its sole but reasonable discretion, deems prudent. Facilities include: Park Laundry Room.
20. **MAINTENANCE OF RENTED SPACE:** Except as otherwise required by California Civil Code § 798.37.5, Resident agrees to maintain the space and all improvements thereon including but not limited to: the trees, shrubbery, and other vegetation or landscaping, fences, asphalt, concrete, storage buildings, other structures permitted by Park, vehicles used for transportation and the mobilehome or RV in a condition of good repair and attractive appearance. Park may charge a reasonable fee for services relating to the maintenance of the land and premises upon which Resident's mobilehome or RV is situated in the event Resident fails to maintain such land or premises in accordance with the rules and regulations of the Community, after written notification to Resident and the failure of Resident to comply within 14 days thereafter. In the event of such failure on the part of Resident to comply within 14 days, Park may enter the premises to carry out, at Resident's expense, such gardening, maintenance and/or repairs as are reasonably necessary to correct the conditions which detract from the appearance of the Community. Park's charge for such services shall be paid upon demand and, at Park's sole option shall be deemed additional rent. Park's election of this remedy shall not be deemed a waiver of any default by Resident. Park's remedies shall be cumulative and Park reserves the right to proceed using any other remedy available in law or equity.
21. **ALTERATIONS OR IMPROVEMENTS:** No alteration or improvement shall be made to the exterior of the mobilehome or recreational vehicle, accessories, or the space herein rented to Resident unless it is first approved in writing by Park and complies with the Community Rules & Regulations and applicable laws and regulations. OWNER approval is required on all applications for permits to construct, reconstruct, install or alter an accessory

building or structure or building component to be located or proposed to be located within a park. OWNER approval is required with all applications for a permit to install a mobilehome unit or to alter a mobilehome unit. OWNER's review of TENANTS plans and OWNER's approval is NOT included in rent. Any review and or approval of TENANTS plans or permits shall require a separate agreement between OWNER and TENANTS supported by separate consideration to the OWNER.

22. **SITE CONDITIONS:** Along with other routine maintenance, it is the residents responsibility to ensure site surface drainage is diverted away from the unit foundation in accordance to standard practices and local or state building codes. Resident understands subterranean conditions may exist on the Residents' lot that are beyond the control of the Landlord. These conditions may cause unit settlement or movement requiring leveling or marriage seam repair. Resident acknowledges that these local conditions may potentially create a need for frequent maintenance to level or adjust unit marriage seams. Costs associated with this and other routine unit maintenance work is the responsibility of the Resident.
23. **TAXES:** Resident agrees to pay when due, all taxes levied upon improvements made by resident to the mobilehome or space rented by resident.
24. **INDEMNITY:** Park shall not be liable for injury to or death of persons or damage to property, occurring from any cause whatsoever, and Resident hereby agrees to hold Park free and harmless from any liability to Resident, Resident's agents, licensees, contractors, and invitees unless the same is caused by actual negligence of Park. The indemnity herein includes, but is not limited to, Park's costs of defense including reasonable attorney fees.
25. **INSURANCE:** Resident is encouraged to have and maintain homeowner's insurance including comprehensive personal liability insurance coverage in an amount of at least \$100,000.00 naming Park as additional insured. This insurance is not mandatory, however, Resident understands Park carries no insurance for individual Homeowners and is not liable for loss of Resident's personal property, home, or accessories.
26. **PROPERTY LIENS:** Resident shall not suffer or permit to be enforced against Park's title to the premises or any part thereof, any lien, claim or demand arising from any work or construction, repair, restoration, maintenance or removal as herein provided, or otherwise arising except liens, claims or demands suffered by or arising from the action of Park. Resident shall pay all such liens, claims and demands before any action is brought to enforce the same against said land. Resident agrees to hold Park free and harmless from all liability for any and all such liens, claims or demands, together with costs and expenses, including but not limited to reasonable attorney's fees and court costs incurred by Park in connection therewith.
27. **EMINENT DOMAIN:** If the entire Community, or a portion thereof, is taken under the power of eminent domain, or is sold to any authority having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, and such occurrence causes Park in its sole opinion to believe the balance remaining is not suitable for a mobilehome community, then this Agreement shall automatically terminate as of the date the condemning authority takes possession. Any award for any taking of all, or any part of the Community under the power of eminent domain shall be the property of Park, whether such award represents compensation for diminution in value of the leasehold, if any, or a taking of the fee (rights of ownership).

No award for any partial or entire taking shall be apportioned, and Resident hereby renounces any interest in, and assigns to Park, any award made in any condemnation proceeding for any such taking. Nothing contained herein, however, shall be deemed to preclude Resident from obtaining an award for damages concerning their removable personal property, or to give Park any interest in an award of damages to Resident for loss of or damage to Resident's removable personal property.

28. **TRANSFER OF MOBILEHOME - REQUIREMENTS:**

(a) Resident shall notify management in writing of his or her intent to sell the mobilehome and of the identity of agents who will be employed to assist in the sale of the mobilehome. Management requires this information so that it can inform the agents of park requirements and facilitate an efficient transaction. Prior the resale or transfer of ownership of a mobilehome intended to remain in the Community, Resident shall solicit written approval from Park to sell or transfer the mobilehome in place. At the same time this notice is given to Park, Resident shall request a Park inspection of the exterior of Resident's mobilehome, its appurtenances, accessory structures, and the space it occupies.

(b) In an effort to reduce the fire and safety hazard to other residents in the Community and to a transferee who intends to reside in the Community, and to assure that substandard mobilehomes do not remain in the Community on transfer of ownership, it is urged that mobilehomes 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.

(c) Defects or conditions rendering the mobilehome substandard in accordance with California Code of Regulations, Title 25, section 1606 or illegal to sell as described in Health and Safety Code Section 18025, or defects or conditions amounting to a violation of an applicable ordinance, statute or regulation as they relate to the exterior of the mobilehome, its appurtenances, or accessory structures, must be promptly corrected. If not corrected, the transfer of the mobilehome in the Community and the occupancy of the mobilehome by any new Resident will not be permitted.

(d) Where the mobilehome is to remain in the Community 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 Community:

- (1) From the Resident:
 - (A) Confirmation that Resident has completed all repairs or improvements related to the exterior of the mobilehome, its appurtenances, and accessory structures as stated in a written summary provided by management in accordance with California Civil Code § 798.73.5.
 - (B) All terms of the rental agreement must have been performed by Resident or expressly waived by Management.
- (2) From the prospective resident(s):
 - (A) A completely filled out application for tenancy including a copy of the agreement to sell or transfer.
 - (B) A face to face interview with Community management.
 - (C) A new fully executed park rental agreement approved by management.
 - (D) A fully executed copy of the current Community Rules & Regulations.
 - (E) A copy of the Community's State-required Mobilehome 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.
 - (F) The new mobilehome owner(s) shall have paid their first month's rent, security deposit, and other charges for the space.
 - (G) Evidence that Mendocino County property taxes and HCD registration fees for the unit are current as of the move-in date.

Unless and until this Agreement has been terminated by law or with Park approval, Resident shall continue to be bound by all of its provisions, even after sale of the mobilehome to a third party.

29. **TRANSFER OF RV:** RVs may not be transferred or sold in the Community except with prior written permission from management which may be withheld pursuant to Civil Code § 798.73 or other applicable law. In the event that Resident sells or transfers ownership of his RV residence located on his space to a third party during the term of this Agreement or any renewal or extension thereof, Resident shall immediately cause removal of the same from the Community, and shall be liable for the rent until a new park-approved tenant is found or the required notice period has expired, whichever occurs first. (For the minimum required Notice period, see the next paragraph.) Park agrees to use diligence in procuring a new tenant to mitigate Tenant's obligation. No RV may remain in the Community after sale or transfer of ownership without Park's prior written permission which may be withheld without cause.

30. **VACATING TENANCY AND REMOVAL OF MOBILEHOME or RV:**

- (a) When Residents of mobilehomes (or Residents of RV's in a mobilehome space for more than nine months) or their successors decide to remove the mobilehome or long term RV, or in the event of destruction of the same, Resident may terminate this rental agreement by giving Park 60 days written notice. If less than a 60 days written notice is received by management before vacating the tenancy, Resident shall be responsible for 60 days rent and other Community charges following the date of the notice. If no notice was given prior to surrender of the space, Resident shall be responsible for up to 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 Resident's obligation will terminate coincident with the beginning of the new tenancy.
- (b) Residents of RVs on a space in the Community for less than nine months and Residents of motor homes, regardless of the time in the Community, shall be required to give 30 days written notice.
- (c) Resident's obligation for rent and other charges shall not cease until complete removal of the mobilehome or RV and all accessories from the Community and the time for notice has expired or terminated with the start of a new tenancy on the space.
- (d) When the mobilehome or RV is removed from the space, Resident shall thoroughly clean the lot, repair any damage, and perform any necessary landscape maintenance prior to surrendering space to management. Resident's invitees or guests who cause property damage by their actions or negligence are deemed agents of their host resident for liability purposes and Park may seek recovery directly from the Resident.
- (e) Park may require the removal at any time of a mobilehome or recreational vehicle deemed to be substandard as defined in California Code of Regulations, Title 25, Section 1606 or Section 1607, respectively.
- (f) Park may require the removal of a mobilehome or recreational vehicle at the time of transfer of the mobilehome or recreational vehicle pursuant to any applicable law, including but not limited to, Civil Code § 798.73.
- (g) Post Tenancy Obligations: After Tenant vacates the premises on termination of the tenancy, Landlord will give the notices required by law concerning disposition of any personal property of Tenant that remains on the premises. Tenant is responsible for all reasonable costs of storing such personal property. The property will be released to Tenant or its rightful owner only after Tenant or the rightful owner pays to landlord the reasonable costs of storage within the time prescribed by law.

Unless and until this Agreement has been terminated with Park approval, Resident shall continue to be bound by all provisions of this Agreement even after sale or transfer of the mobilehome to a third party. THIS RENTAL AGREEMENT IS **NOT** ASSIGNABLE. Nothing in this agreement shall be construed as limiting Park's right to require the removal of the mobilehome or recreational vehicle as provided by law.

31. **EFFECT OF RESIDENT'S HOLDING OVER:** Any holding over after the expiration of the term of this Agreement with the consent of Park, shall be construed to be a month to month tenancy on the same terms and conditions specified herein or as subsequently amended, except that, unless otherwise notified by Park, and to the extent permitted by law, the monthly rent shall be deemed to have increased to the then current fair market rent as determined by Park for a space in the Community on the last month prior to the holdover whether or not that amount was actually collected by Park, which sum shall not be less than the highest rent charged in the Community.
32. **DEFAULT:** In the event of default by Resident in the payment of rent, utilities, other services, or any other monetary obligation arising out of this Agreement, Park may terminate this Agreement upon notice to Resident in accordance with applicable law, retaining all rent paid and preserving the right to recover rent and other indebtedness accrued but unpaid to date of termination and may exercise all other rights which Park may have under the law.
33. **TERMINATION BY PARK:** Except for those tenancies under this agreement governed by general landlord tenant law (Civil Code §1940, et. seq.), Management may only terminate this agreement for one or more of the reasons stated in Civil Code § 798.56 including amendments that occur after signing this agreement.
34. **DISPUTE RESOLUTION AND ARBITRATION AGREEMENT:** Park may offer a voluntary Dispute Resolution and Arbitration Agreement for mutual consideration outside this Agreement. If such an agreement is executed by Park and Resident, it shall not be considered part of the rental agreement, but shall be an independent agreement between Park and Resident.
35. **WAIVER:** The waiver by Park or Resident of, or the failure of Park or Resident to take action with respect to any breach of any term, covenant or condition herein contained, shall not be deemed to be a waiver of such term, covenant or condition for a subsequent breach of the same. The subsequent acceptance of rent or any other payment by Park after any such breach, default, or notice shall not be deemed to be a waiver of any preceding breach by Resident of any term, covenant or condition of this Agreement or of Park's legal rights, regardless of Park's knowledge of such preceding breach at the time of accepting such rent. Neither shall such acceptance of payment constitute a renewal or extension of the term of this Agreement, or affect any notice, demand or suit in connection therewith unless specifically stated by Park in writing at the time of acceptance of any such payment.
36. **TIME IS OF THE ESSENCE:** Time is of the essence of this Agreement and for each and every term, covenant, and condition contained herein.
37. **SECTION CAPTIONS:** The captions appearing under the section number designations of this document are for convenience only and are not to be deemed to be a part of this Agreement and do not in any way limit or amplify the terms or provisions hereof.
38. **SEVERABILITY:** If any provision of this Agreement or application thereof to any person or circumstance is held to be invalid, the part held to be invalid shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of the Agreement are declared to be severable. This Agreement shall be liberally construed to achieve these purposes and to preserve its validity.
39. **INCORPORATION OF RULES AND LAW:** Resident hereby acknowledges that the Rules and Regulations of the Community and the Mobilehome Residency Law, are incorporated by reference into this Agreement and are made a part of it as though set forth in full. Park Rules and Regulations are attached as exhibit 'A', a current copy California Mobilehome Residency Law (Civil Code §798 et seq) can be obtained from the state of California web site at <http://www.hcd.ca.gov> a copy is also on file at with the resident manager. However, the California Mobilehome Residency Law (Civil Code §798 et seq) does not apply to this Agreement or to the tenancy except to the extent specifically required by law. (e.g., the Mobilehome Residency Law does not apply to occupancies of recreational vehicles in the Community for less than nine months and never applies to motor homes.) **Resident has read, approved and acknowledges having received a copy of these exhibits.** Additional rules are posted governing the use of Community facilities. These too are to be considered as part of the Rules & Regulations of the Community and are incorporated by reference herein. Rules and Regulations may hereafter be amended in accordance with applicable law and such amendments shall become a part of this Agreement. Resident agrees on behalf of himself, his family, his agents, and guests, to obey such rules and the law. Resident acknowledges that a breach of any of such rules, regulations, or the law shall constitute a breach of this Agreement.
40. **ATTORNEY'S FEES AND COST OF SUIT:** If any action at law or equity shall be brought to recover any rent due under this Agreement or on account of any breach of agreement, or to enforce or interpret any of the covenants, terms or conditions of this Agreement or the Community Rules and Regulations or for the recovery of possession of the premises, the prevailing party shall be entitled to recover from the other party its costs and reasonable attorney's fees, the amount of which shall be fixed by the court and made a part of any judgment or decree rendered.

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Park Rules and Regulations

Gualala Mobile Court Rules and Regulations are part of your Rental Agreement (If these rules and regulations are in conflict with State or County law governing Mobile Parks, the State or county law shall be deemed applicable). These Rules and Regulations will be strictly enforced by the management.

Legend

G.xx = General Rule

M.xx = Mobilehome Rule

RV.xx = RV Rule

C.xx = Cottage Rule

GU.xx = Guest Rule

P.xx = Pet Rule

General and Guest Rules apply to all tenants, Mobilehome rules apply to tenants in spaces M-01 through M-42, RV rules apply to tenants in spaces RV-01 through RV-10, Cottage Rules apply to tenants in spaces the 6 cottage units. Pet Rules apply to tenants (and their guests) whom have pets.

General Rules

- G.00 Park Personnel: Owner may be represented by its Manager vested with all the legal right and authority to enforce the Park Rules and Regulations on behalf of Owner.
- G.01 A single storage shed is allowed on the Premises. The shed must conform to HCD and Mendocino County Building Standards and be code compliant. The storage shed must fit within the parking area of the tenants lot and allow for the tenants' vehicle to fit on the lot without protruding into the main drive or fire-lane. The shed may be a pre-fabricated metal or durable plastic style structure suitable for outdoor use or professionally constructed by a licensed contractor. Self erected or temporary light metal frame and fabric/tarp covered structures are not allowed. On-site storage is limited to dry goods, tools, and equipment. Food or edible items that might attract rodents, pests or stray animals are not permissible to be stored in the shed. Toxic chemicals, paints, illegal substances, known hazardous or flammable materials are also forbidden to be stored in the shed. Upon termination of rental agreement, if the shed has not been removed as required by the Rental Agreement, any ownership of the shed shall be surrendered either to the park or new tenant. Tenant must obtain written permission from the Park to leave any shed on site after termination of a rental agreement
- G.02 Tenant agrees to comply with all rules and regulations of Landlord, which are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant shall not, disturb, annoy, endanger, or interfere with other tenants of the park or neighbors (including but not limited to loud talking, radios, televisions, motor vehicles, parties, intoxication, etc.), or use the Premises for any unlawful purposes, including but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises. Tenant will be held responsible for the conduct of their guests, visitors and licensees.

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Park Rules and Regulations

- G.03 Tenant shall reimburse Landlord for any fines or charges imposed by any governing authority on Landlord due to any violation by Tenant, or the guests or licensees of Tenant, as it pertains to the use of the Premises.
- G.04 Vehicles must park within designated space. Parking over the limits of the space may result in a parking citation. Parking outside of designated parking areas may result in the immediate towing of vehicle. Guests are to park in your driveway, if they fit, or in the storage area. Guest vehicles ARE NOT to be parked on the front lawn, along the front lawn, or on the streets. The streets are to be free of parked vehicles at all times to allow access for emergency vehicles. DO NOT block the garbage, recycling or compost area at any time.
- G.05 The speed limit within the park is 10 m.p.h.
- G.06 Tenant and Tenants guest are prohibited from operating unlicensed vehicles within the park. These include but are not limited to mopeds, roller skates or blades, or scooters, or other vehicles deemed to be potentially hazardous by the management.
- G.08 Quiet hours are from 9:00p.m. to 6:00a.m. daily. (No gasoline powered generators may be operated except in the case of an emergency or extended power outage.) Please ensure that speakers, radios, televisions, etc. or other machinery do not emit sound beyond your space. Sunday morning is designated as quiet time. No lawnmowers, weed whackers, loud music, power tools or other loud noise until after 12 noon on Sundays.
- G.09 Rowdiness, loud music, abusive language, drunkenness, and possession or use of illegal drugs will not be tolerated at any time.
- G.10 Tenants must keep their site clean and free from clutter at all times.
- G.11 No non-emergency vehicle repairs, maintenance activities, or fluid changes. Washing/rinsing of vehicles/RV's is permitted in the Park.
- G.12 Tenant may use power assisted washing equipment to rinse the exterior of the tenants coach no more than two times per year.
- G.13 Rope, wire or string may not be attached to trees, vegetation, poles or Park property at any time.
- G.14 All property must be in the confines of assigned space.
- G.15 All shades/awnings must have 3 open sides. No overnight outdoor sleeping is permitted.
- G.16 Absolutely no fireworks, explosives, or illegal weapons of any kind are permitted within any Manufactured Home, Mobilehome, RV, vehicle of any kind, or on the person of any guest.
- G.17 Youths under 18 years of age must be accompanied by a parent or a guardian.
- G.18 All federal, state, and local laws must be obeyed at all times.
- G.19 All signs, posted notices and directions of the Resident Manager must be obeyed.
- G.20 Park, Park management and property owner assume no responsibility or liability for the safety and security of tenants/visitors and their personal property.
- G.21 Management reserves the right to make changes deemed necessary in these regulations. We reserve the right to refuse services to returning guests that have violated our rules and regulations and or have vacated the park without paying all fees.
- G.22 Tenant shall properly use, operate, and safeguard Premises, including if applicable, any landscaping, all mechanical, electrical, gas, and plumbing fixtures, and keep them clean

Management Initials _____ Tenant Initials _____ Tenant Initials _____

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Park Rules and Regulations

and sanitary. Tenant shall immediately notify Landlord, in writing, of any problem, malfunction, or damage. Tenant shall pay on demand of Landlord for all repairs or replacements caused by Tenant, or guests or invitees of Tenant, excluding ordinary wear and tear. Tenant shall pay on demand of Landlord for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall pay on demand of Landlord for repair of drain blockage or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.

- G.23 Tenant shall maintain Premises in a clean, well-kept fashion including front, sides and rear. If Premises are neglected, Landlord reserves the right to take over its care and charge Tenant for said maintenance. Tenant shall keep Premises space clean, grass cut and watered, and all trash, debris, boxes, barrels, brooms, ladders, personal property, etc. must be out of sight. Any flowers or shrubs added by Tenant are to be placed in individual containers and not placed in the ground without prior written permission from the manager.
- G.24 Tenant shall maintain the exterior of their Manufactured Home, Mobilehome, or RV in a clean and neat condition. All electrical, water, sewer and gas connections must be kept in a good, safe and leak-proof condition at all times.
- G.25 Tenant is not to hang any laundry outside of their residence (Mobilehome, Manufactured Home, Cottage or RV) that is visible from the roadways.
- G.26 Tenant's use of common laundry facility is restricted to Tenant's use only. Machines and room are to be left clean. Clothing is to be removed from the machines as soon as they are finished. Laundry room and surrounding drying areas are strictly off limits to children.
- G.27 Dumpster pick-up schedule is posted near the dumpster. Do not place garbage on the ground but in the dumpster. If it is full, retain trash at your Premises until the dumpster is emptied.
- G.28 Outdoor Cooking: Outdoor cooking or barbecue must be only in equipment designed for such use, no open fires. Acceptable fuel is either propane or charcoal briquettes, no wood, or other fuels that spark or dispense burning embers. Follow commonly acceptable practices for fire safety when cooking.
- G.29 Site Alterations and Drainage: Tenant shall not cause alterations to the property including site drainage, trenching, or digging. If such modifications are necessary due to stagnation of water on site or drainage found to potentially undermine the structural integrity of a unit, such modifications must be approved in writing by the park management. Tenant shall immediately alert management of any suspected drainage issues. On site work must be coordinated with park management. Each lot contains multiple underground utilities. Damage to any of these could cause fire, flood, explosion and loss of life or injury. Any damage caused by the tenant (or his/her sub contractor) to park infrastructure shall be the responsibility of the tenant. If damage occurs the tenant will be held responsible for all costs associated with repair, including rush charges incurred by subcontractors. If Tenant has been found to have altered site drainage s/he shall be responsible to cure any damage that may have been caused down stream from altered lot. All costs associated with site alteration or repair shall be the responsibility of the tenant.

Management Initials _____ Tenant Initials _____ Tenant Initials _____

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Park Rules and Regulations

- G.30 Garbage must be bagged. Garbage IS household garbage, not plywood, construction debris, mattresses, furniture, or any items typically hauled to the dump. Boxes must be crushed and put in recycle bin.
- G.31 The posting of signs, notices or promotional flags for any purpose except:
- For Sale—the mobile homeowner or his broker, may post one "FOR SALE" sign of reasonable size.
 - Campaign signs and community or civic announcements, of reasonable size, may be posted. Subject to the requirements that they be removed forthwith upon conclusion of the election or posted event.
- G.32 Do not trim, cut, prune or otherwise garden in the roadway islands without prior written permission from the management.
- G.33 Utility connections to pedestals on the mobile and RV lots shall be done in accordance to building codes. Only approved flexible connections shall be used. The tenant is responsible for the flexible connection from the point of contact of that connection to the pedestal. If during the course of any approved or emergency repair work a connection to the pedestal needs to be disconnected or adjusted the tenant must alert the resident manager. At the discretion of the resident manager the source of the utility may be shut off or locked until such time GMC is satisfied systems supplied downstream of the pedestal are safe to operate and in conformance with codes and standards.
- G.34 Tenant shall alert resident manager of any 3rd party utility or improvement being planed prior to installation. These might include but are not limited to: cable TV or Internet, telephone, ground mounted air conditioning unit, or satellite system. Such work must not come in contact with pedestal utilities or flexible connections from the pedestal to your coach and must maintain minimum clearances around the existing pedestal utilities.

Mobilehome Section Rules

- M.01 Storage or keeping of anything except outdoor furnishings or recreational equipment underneath mobile homes is not permitted. Access along the sides and back of your mobile home must be free of debris for emergency personnel.
- M.02 Campers, travel trailers, trailers, boats, or large commercial vehicles shall not be parked in front of, or at the side of mobile homes. Parking for such vehicles is generally available in the storage area. If it is not, arrangements must be made with management for these items. Owning a motorhome, and bringing it to the mobile court does not guarantee storage space. Check with the management!
- M.03 A 4" or larger space number must be placed on the front of your unit. The space number marking should remain visible at all times from the roadway.
- M.04 For any repair or modifications made to your coach that require a building permit, a copy of such permit shall be provided to the resident manager prior to beginning work. Exceptions to this rule include any emergency repair work which might require a post repair inspection, such as an emergency water heater repair or replacement. In such instances please alert the resident manger in a timely manner to emergency repairs that

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Park Rules and Regulations

were completed and provide a copy of the permit for work prior to inspection by governmental agencies.

- M.05 For any application made to the California Housing and Community Development (HCD) department to modify, alter or improve your unit, tenant shall provide a copy of the application prior to any work being done. (See Alterations or Improvements section of Rental Agreement).

RV Section Rules

- RV.01 Parking for a maximum of two vehicles in addition to RV is permitted so long as there is space on the Premises. No boats or RV's may be stored in the park except in the designated storage area. No overnight parking on streets or vacant spaces in park. Speed limit is not to exceed 10 miles per hour. No repairing of motor vehicles is permitted in driveways, carports or streets. Tenant is not to park in park driveway. All vehicles not current in their registration, insurance or roadworthiness are subject to being towed at tenant's cost.
- RV.02 Vehicles must be self-contained and carry the RV industries approval registry number and manufacture's date.
- RV.03 RV's, camping vehicles and trailers must remain on wheels at all times. NO EXCEPTIONS
- RV.04 RV's, camping vehicles and trailers must be parked head in/or head out only. No sideways parking.
- RV.05 Waste/sewage, water, or effluent from sinks, portable toilets or other plumbing fixtures must be deposited in dumping facility only and may not be deposited directly on any pavement, dirt or vegetation.
- RV.06 A maximum of two (2) persons allowed per RV/camping site.

Cottage Section Rules

- C.01 No dumping of chemicals, pesticides, toxins or poisons on the property or down the unit drain.

Guest Rules

- GU.01 Registered guests and all other users of this property are liable for all property damages.
- GU.02 No guest may stay more than a total of twenty (20) consecutive days or thirty (30) days in a calendar year. Guests under the age of eighteen (18) may not remain in the Park for more than Seven (7) consecutive days or thirty days (30) in a calendar year.
- GU.03 As a courtesy please inform park management of any overnight guests and identify any extra vehicles used by your guests. This will assist with the resident manager(s) when neighbors call to alert us of unfamiliar people or vehicles in the court.

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- GU.04 Resident agrees to acquaint all guest with the conditions of tenancy of the Park, including but not limited to the Park's Rules and Regulations. Residents are personally responsible for all the actions and conduct of their respective guests.
- GU.05 Owner reserves the right to determine whether the Park's recreational and other facilities can accommodate all the Residents and their guests and, therefore, Owner may refuse any guest access to said facilities if the guest's presence would reasonably detract from the use and enjoyment of these facilities by other Residents and guests who are then using the facilities.
- GU.06 Except when guests are entering or leaving the Park, Resident shall accompany the guest at all times they are in the Park.
- GU.07 The above rules apply to all guests of tenants with the exception of elder care as allowed for under California mobilehome residency law.

Pet Rules

- P.01 Proof of rabies inoculation and a valid license are required for all dogs. Aggressive dogs will be removed and banned from the park.
- P.02 Pets must be contained or restrained on a leash of less than 6 feet at all times. Pets may not be left unattended outdoors at any time. Continuous barking is not permitted.
- P.03 Droppings and accidental waste material from pets must be picked up immediately and removed to trash dumpster.
- P.04 No loose cats allowed. All cats must be contained within the tenants unit or on a leash.
- P.04 Limit two (2) pets weighing more than 5 pounds each per site.

By initially each page Tenant acknowledges having read and becoming familiar with each Park Rule and Regulation. Occupants (having resided in the park for less than 30 days) and their vehicles may be removed without a judicial hearing by law enforcement officers upon 72 hours written notice for failure to pay full amount of space rental when due or for failure to comply with the written rules and regulations of the Park. Responsible law enforcement agency: Mendocino County Sheriff's Department, Tel. No: (707) 463-4411.

Last Update 09/11/12.