

De Anza Santa Cruz Mobile Home Estates
Santa Cruz, California

Rules and Regulations

The following Rules and Regulations are designed to protect the general welfare of De Anza Santa Cruz Mobile Estates (The Community) and the investment of each Homeowner and its Landowner. The Rules and Regulations may be changed from time to time to achieve this purpose. Management agrees to meet with a committee (not to exceed six persons) from the De Anza Santa Cruz Homeowner's Association, provided this Association has a documented bona fide membership of at least 55% of the total community household (one member per mobile home) to discuss proposed changes. Final discretion is retained by the Management (agent for the Landowner), in accordance with the laws of the State of California.

These Rules and Regulations have been accepted by the Board of Directors of De Anza Santa Cruz Mobile Estates and are applicable to all persons who enter the Community.

1. HOMEOWNERS AND GUEST REQUIREMENTS

A. At least one owner must have reached his/her 55th birthday and Homeowner's children must have reached their 18th birthday for residency in the Community. No mobile home may be occupied by more than four persons if it contains two bedrooms, except with the express written consent from Management. No mobile home may be left in the possession of anyone under 18 years of age. All space rents are based on occupancy by one or two persons, per home.

B. There is no additional charge for a homeowner's immediate family, which includes the homeowner, his or her spouse, his or her children (over 18 years of age), mother, father, mother-in-law, and father-in-law. No charge for guests whose stay does not exceed 20 consecutive days, or a total of 30 days in a calendar year.

C. All Homeowners and or permanent residents must be interviewed and accepted by Management, and must complete an Application for Residency and sign a copy of the Rules and Regulations.

D. California Civil Code, Article 4, Section 798.34B, provides that a Homeowner who is living alone and wishes to share his or her mobile home with one person may do so, and a fee shall not be imposed by Management for such person. Such person shall be considered guest of the Homeowner and any agreement between the Homeowner and such person shall not change the terms and conditions of the rental agreement between Management and Homeowner. Such guest shall comply with the provisions of the Rules and Regulations of the Community; be interviewed by Management, and sign a copy of the Rules and Regulations.

E. The Homeowner's are required to acquaint all guests with all of the conditions of tenancy. The Homeowners are personally responsible for all actions and conduct of their guests, and are liable for any damages for any property within the Community caused by their guests.

F. Minor guests (under 18 years of age) using the swimming pool, clubhouse, or any facility or common area of the Community, must be accompanied at all times by the Homeowner and/or permanent resident. **Persons under 14 years of age are not permitted to use the sauna or spa.**

RECREATION FACILITIES USED AT OWN RISK.

CLUBHOUSE, RECREATION FACILITIES & SWIMMING POOL HOURS – 8:00am – 10:00pm.

2. RENTING AND USE OF MOBILE HOME

A. No renting or subletting will be permitted for a period of less than six (6) months. No subleases will be approved unless sublesor has resided in the home for at least the first six months of ownership. Prospective subleases of a mobile home must be acceptable to Management and must conform to and abide by all the terms and conditions of these Rules and Regulations, as well as Homeowners Lease, if any. There will be a charge, (not to exceed \$50.00) for reference and credit check of prospective subleasee(s) and other administrative details necessary in processing the transaction. The Homeowner is fully responsible to the Community owner for all terms of the lease, i.e., rent, gas, electricity, etc. and will pay Community owner directly for all charges.

B. Homeowners are permitted to have as "person in charge" not more than 2 persons who have reached their 30th birthday, for the purpose of caring for and protecting the property. Management will review time limit and interview "persons in charge". Written Management approval is required. "Person(s) in charge" must complete an Application for Residency and sign a copy of the Rules and Regulations. The Homeowners are fully responsible for the actions of the approved "person(s) in charge". "Person(s) in charge" who fail to comply with the Rules and Regulations of the Community will be subject to cancellation of their application in writing and notice to vacate the property.

C. References, anywhere in the Rules and Regulations, to approved permission of authorization from Management shall mean it requires written notice prior to taking any action for which such approval, permission and/or authorization is required.

3. SELLING MOBILE HOMES IN THE COMMUNITY

A. The California Civil Code Provisions, Mobile home Residency Law, Article 7, shall apply in its entirety.

4. MOBILEHOME, CARPORT AND PATIO

A. Any Mobile home to be moved on to a space must be approved by management and shall be installed according to Community specifications and Management direction.

B. Skirting is required for all mobile homes and must be installed within 30 days of installation of the mobile home. Skirting must be an approved commercial type of masonry brick. Skirting must have prior approval of management.

C. No canvas, bamboo, reed, fiberglass, or any other type of hanging shall be used on or around a patio. Hitches are to be removed. If the hitch is not detachable, it is to be covered and painted, or landscaping so as to give no visible appearances of a hitch. NO aluminum foil, cardboard, newspaper, towels, etc. are to be used on windows. Broken or torn shades, drapes, screens, windows are to be replaced or suitably repaired.

D. Each mobile home must have access to a crawl space not less than 18 inches in any dimensions and not less than four square feet, in an area located so that the utility connections may be inspected. Access door fasteners must be used that do not require special tools to remove.

5. MOBILEHOME LICENSE AND COMPLIANCE

A. Each mobile home located on any home site within the Community, must bear a current yearly license. Homeowners shall be responsible for maintaining compliance with all applicable state and local laws for the mobile home and accessory buildings.

6. ADDITIONAL INSTALLATIONS AND BUILDING PERMITS

A. All accessory building and/ or modifications on a mobile home space must receive written approval of Management, prior to applying for a building permit. To save added expense and inconvenience, always check with Management first when planning any new installation to your space and/or mobile home. Exterior color schemes must receive prior Management approval from color chart in the Community office. A building permit must be obtained for any and all structures, appliances, storage buildings, etc., No structure or building shall exceed the height of the side cave lines of the mobile home.

7. MAINTENANCE AND REPAIRS

A. Residents must maintain their mobile homes, accessories, equipment, structure, and grounds, in good condition. All such items must comply with all applicable laws and legislation.

B. All remodeling, replacement and repair projects shall be complete within 45 days of commencement. A reasonable extension of time may be requested, in writing, to Management.

8. YARDS AND LANDSCAPING

A. Yards and landscaping must be completed/restored within 45 days and must be properly maintained. During planned absence arrangements must be made for the care of absentee-owner's exterior home site. Landscaping, home, patio, carport, storage shed and surrounding areas must be neat and well kept. Shrubs, vines, trees, etc. Shall not obscure other's views or be excessive in height or brush against a neighbor's structure. Landscaping must be aesthetically compatible with the surroundings areas in the Community, and must be drought resistant.

B. Homeowner is responsible for pest and varmint control on his/her home site. No chemical can be used or discharged on Community property that is not environmentally safe.

C. Management must be consulted as to location of underground utilities prior to digging in excess of six (6) inches in depth.

D. Failure to comply with the exterior home site maintenance, as set forth in this section will result in the following:

1. Resident will receive a written notice with specific conditions and corrections to be made in accordance with Section 798-15 of the Civil Code.

2. Failure to comply will result in an outside contractor being hired, at a reasonable fee, to perform work at the expense of the homeowner. Article 4, Section 798-36 California Civil Code.

E. NO trees may be removed without prior written Management approval.

9. FENCES

A. Management must approve the construction or replacement of all fences.

10. STORAGE BENEATH MOBILEHOME

A. Law prohibits any storage beneath a mobile home.

11. ANTENNAS

A. Exterior antennas are not permitted in the Community.

12. METERING UTILITIES

A. Management shall have the right, at anytime, to meter individually, and or all utilities.

13. CLOTHES DRAPED OR HUNG ON EXTERIOR OF HOME SITE

A. No exterior draping of clothes, bathing suits, towels, etc. will be permitted.

14. SOLICITATION IN COMMUNITY

A. No door- to-door solicitation and/or hand billing is permitted in the Community, except by recognized inner Community organization, i.e., Arroyo Association Homeowners Association, GSMOL, or registered political candidates.

15. COMMERCIAL ENTERPRISES

A. No Homeowners and/or permanent residents may engage in any type of commercial business that involves entry of others to the Community or use of water, sewer, or mail services in the Community. No garage, patio, carport, lawn, or exterior rummage sales are permitted on any home site.

16. APPLIANCES

A. Washing machines, dryers, refrigerators, freezers, water coolers, sinks, water softeners, hot water heaters, etc. are permitted only inside the mobile home or inside the approved storage area.

17. STORAGE CABINETS/SHEDS

A. Storage cabinets/sheds shall be manufactured metal or wood. Design and placement of storage/sheds on home site must be approved by Management and must conform to all codes. Size cannot exceed one hundred square feet of total storage cabinets shed area and no more than two total cabinets/sheds per California Code. New cabinets/shed shall not occupy any portion of necessary vehicle parking spaces. Open storage shelving or storage of items outside of cabinets/sheds is not permitted.

18. EXTERIOR LIGHTS

A. Outside lights shall not be over forty (40) watts, and/or of a type not objectionable to neighbors and/ or traffic.

19. TRASH RECEPTACLES

A. Household garbage must be placed in appropriate, tied garbage bags and placed in Community trash receptacles by Resident. Do not place trash on the grounds. If dumpster is full, use another dumpster.

B. Individual garbage receptacle are not permitted outside of the home.

C. Resident-generated landscaping debris will be picked up by Community maintenance personnel. Please call the office and see the current times and days that Maintenance personnel collect landscaping. Small limbs and weeds need to be placed in tied garbage bags, and large limbs must be stacked neatly at the curb in front of each home.

D. All construction-generated debris (wood, hot water tanks, carpeting, etc.) shall be removed from the Community by the contractor and/or Homeowner. Use of the Community dumpsters for this purpose is not permitted.

E. The Community maintenance personnel will pick-up tied bundles of newspapers on Mondays only. Please stack bundles neatly in front of the home. Pick-up will be at 8:00 a.m.

F. All cartons and boxes need to be flattened before depositing in the large dumpster by the Main Recycling Center located by R.V. storage.

20. VEHICLES

A. Unattended vehicles parked in the street can be towed away at the owner's expense. No vehicles will be permitted to park overnight on and Community streets.

B. No vehicle other than passenger vehicles are permitted to park anywhere without permission of Management and must bear current license and must be operable at all times. Under no condition will commercial or recreational vehicles, larger than a pick-up with a cab-high shell or small van be permitted to park at the home site. Such vehicles must either be parked outside of the community or stored in the RV storage area. Space permitting. Vehicles may be loaded or unloaded next to the mobile home and it cannot take more than four (4) hours for this purpose. Trailers must be hitched to tow vehicles at all times. And licensed drivers available to move the vehicle if necessary. No loading or unloading is to be done after dusk or before dawn.

C. Vehicles washing with soap are not permitted in carport. Please use was area behind Laundry Room.

D. Residents shall not retain in the Community more vehicles than can be parked in their carport.

E. No major car repairs are permitted on the mobile home space or on Community property. Vehicles on jacks are not permitted.

F. Motorcycles, mini-bikes and mopeds are prohibited except when used as transportation to and from the Community.

G. All vehicles must be equipped with an effective muffling device.

H. A valid driver's license is required to drive any vehicle within the Community.

21. SPEED LIMIT

A. The speed limit in the Community for all vehicles is **fifteen (15) miles per hour**. All vehicles must be driven "SLOWLY AND CAREFULLY".

22. SKATEBOARD, ROLLER SKATES, AND STREET GAMES

A. Skateboarding, roller skating and street games are prohibited in the Community.

23. PET AGREEMENT AND RULES

Residents must obtain prior written permission from Management to keep domestic pets in this Community and must execute this Pet Agreement and these Pet Rules. Resident understands and agrees that the pet(s) listed in the agreement are the only pet(s) allowed in the Community, and that no pet(s) of any guest is allowed. Management must approve pet breeds. Residents agrees to comply with any state or local government law, regulation or ordinance governing the proper inoculation and licensing of any pet allowed remaining in the Community. For many reasons, a pet is an important source of personal well being; therefore, a maximum of two domestic (no exotic) pet(s) per home site will be allowed. Maximum weight of each pet not to exceed twenty-five pounds when fully grown; maximum height each pet not to exceed eighteen (18) inches. Management reserves the right to exclude certain breeds, and/or any particular pets.

A. Prior to occupancy a pet(s) must be approved in writing by Management. Management also retains the right to deny pet with justifiable reason.

B. All pets must be on a leash, not to exceed 10', when outside of the home they reside in. No pet is allowed to defecate or urinate on any property other than that of then that of its owner. Should an accident occur, the pet's owner is responsible for immediate clean up. A pet owner's home site must be kept clean of animal waste at all times.

C. Pets are not allowed in any of the facilities including the pool area.

D. Guests and visitors to the Community will not be permitted to bring pet(s) into the Community under any circumstance.

E. Pets are not to be chained or tied outside of the mobile home. No outside dogs houses or other adobes are permitted. The pet(s) must live in the resident's home.

F. Disturbances, such as barking, snarling, growling, etc. which interferes with your neighbors "right to quiet enjoyment" may result in revocation of your permission to keep a pet.

G. Loose animals will be trapped (without injury to the animal) and removed from the Community. Feeding of loose animals is prohibited. Unrestrained animals will be turned over to the local animal control agency, without notice. Any charges pertaining thereto shall be the responsibility of the pet owner. The Management assumes no liability as agents for De Anza Santa Cruz Mobile Estates for any disposition action taken by the animal control agency. Damage or injury occasioned by a loose pet shall be the responsibility of the pet owner.

H. Three (3) written complaints or complaints registered by or with Management, regarding a pet, may result in expulsion of the pet from the Community, and loss of the pet owner's privilege to have a pet on the premises.

I. Aggressive pet behavior will require immediate and permanent removal of the pet from the Community. The Management and the Community encourages pets to be spayed or neutered. However, in the event of offspring(s), Management must be notified and written permission must be obtained for the offspring to stay in the Community. Resident(s) understand that he or she is responsible fully for any damage to any property within the Community, or the property of other Residents, or their person, caused by the pet, including waste and any disturbances or annoyances caused within the Community.

I HAVE READ THE FOREGOING PET AGREEMENT AND RULES. I AGREE TO ABIDE BY ITS TERMS AND PROVISIONS. I UNDERSTAND THAT ANY VIOLATION (S) OF PET AGREEMENT COULD BE CAUSE TO REVOKE MY PRIVELEGE TO KEEP A PET.

RESIDENT - _____ DATE _____

Your Pet(s) Information:

Name _____ Breed _____ Weight _____ Age _____ Male/Female

Description (or attach photo):

License # _____ Vaccinations: Please attach copy of most recent vaccination record

Signatures to follow on next page

RESIDENT _____

DATE _____

Reviewed and Approved by:

MANAGER DE ANZA SANTA CRUZ _____

DATE _____

I DO NOT CURRENTLY HAVE A PET. I UNDERSTAND THAT SHOULD I ACQUIRE A PET MANAGEMENT APPROVAL IS REQUIRED.

RESIDENT - _____

DATE _____

MANAGER DE ANZA SANTA CRUZ _____

DATE _____

24. QUIET AND SAFE ENJOYMENT

- A. Obnoxious or offensive activities that are an annoyance to other Homeowners, are not permitted.
- B. Use of power tools by Homeowners or contractors is restricted to the hours of 8:00 a.m. to 8:00 p.m.
- C. The use of fireworks, fire arms, BB guns, bow and arrows, slingshots, etc. is prohibited on Community premises.
- D. Each Homeowner, guest(s) and/or invitee(s) of Homeowner, must maintain radios, record players, stereos, television sets and voices at moderate levels at all times.

25. CLUBHOUSE

- A. The Clubhouse facilities are intended for the use and enjoyment of the Community's Residents and their guests. Regardless of any private events taking place, Resident's cannot be denied access to the Clubhouse facilities. The Homeowner and/or Resident, is responsible for the conduct of guests and is required to inform guests and/or invitees of the rules and guidelines related to the Clubhouse and Community use. The Clubhouse hours are 8:00 a.m. to 10:00 p.m., unless special events are scheduled.
- B. Groups that are organized to enhance the general welfare of all Residents are given first priority in reserving the Clubhouse, These groups are: The Homeowners Association, The Arroyo Association, and the local chapter of GSMOL. These groups should reserve dates for meetings and social events before the start of each New Year, to the best of their ability.
- C. The Clubhouse may be reserved by Residents for private party use. Separate instructions for applying for such reservations are in the Manager's office.
- D. The Clubhouse, when available, may be used for forums or speeches of public officials or candidates for public office. The organization must have a resident sponsor who agrees to assume responsibility for making the application.

26. GAME ROOM

- A. The game room is for exclusive use of homeowner and their guests only. No bare feet, wet swimming attire, smoking, eating and drinking is permitted within the room. No person under the age of eighteen (18) years of age is permitted at any time. All equipment should be returned to its proper storage place after use.

27. POSTED COMMUNITY RULES AND REGULATIONS

- A. All rules and regulations relating to the use of particular facilities, and posted as such facilities, or in any other common area of the Community, are hereby incorporated herein by this reference, as though set forth in full.

28. COMMUNITY PERSONNEL

A. Homeowners, who engage in Community personnel for private work, do so at homeowner's risk, with the full understanding that De Anza Santa Cruz Mobile Estates insurance does not extend to private work. No Community personnel will be allowed to handle private work during their business working hours for the Community.

29. LIABILITY FOR DAMAGE

A. Homeowner's agree that all personal property including mobile homes placed on the site do so at the homeowners risk, and De Anza Santa Cruz Mobile Estates shall incur no liability (expressed or implied) loss or injury with respect thereto, or with respect to any property or persons due to causes including but not limited to, faulty installation of the mobile home, fire, explosion, flood, smoke, water escape, changes in level of underground water table, windstorm, hail, lightning, aircraft, vehicle (other than those operated by or for the Community), earthquake, and insect damage of any nature whatsoever.

B. Any personal property belonging to any homeowner that is damaged or destroyed for any reason will be suitably repaired or replaced within forty-five (45) days of damage. Herewith we specifically refer to the mobile home and or any exterior attachments or landscaping.

30. BOATS

A. Boats are not permitted on a home site at any time. All boats must be registered in the Community Office and stored, with prior Management approval, on a Space available basis only in the RV storage area, or off Community premises. A monthly fee is charged for use of RV storage area.

31. CAUSES FOR TERMINATION OF TENANCY

Termination of residency may be for any cause set forth in Article 6, in the California Civil Code Provision, Mobile home Residency Law as amended from time to time, which are included as an extension of these Community Requirements.

De Anza Santa Cruz Mobile Estates operates on use permit with the California Department of housing and community development, Division of Codes and Standards (Park ID number 44-100, with no expiration dates_. Zoning: De Anza Santa Cruz Mobile Estates is zoned as R-L multiple residents Low Rise AP No. 3-15 and 12 Sup 76-529 Santa Cruz City Planning Commission.
Signed:

DE ANZA SANTA CRUZ MOBILE ESTATES

Community Manager

Date

HOMEOWNER(S)

Resident -

Date

Revised 12/3/09, Effective Date