

# Kearney Lodge



A Mobile Home Community

6460 Convoy Court San Diego, CA 92117 858.277.6060/ph 858.277.7661/f

## **APPLICATION FOR RESIDENCY**

*(Each adult 18 years or older must fill out an Application for Residency OR an Application for Additional Occupant.)*

DATE: \_\_\_\_\_ REGARDING SPACE #: \_\_\_\_\_ TOTAL # PEOPLE IN HOME: \_\_\_\_\_

### **APPLICANT INFORMATION:**

FULL NAME OF APPLICANT: \_\_\_\_\_

FORMER NAME, IF ANY, OF APPLICANT: \_\_\_\_\_

\*\*\*\*\*

CURRENT APPLICANT PHONE #: \_\_\_\_\_ APPLICANT EMAIL: \_\_\_\_\_

APPLICANT SOCIAL SECURITY NUMBER: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

DRIVER'S LICENSE STATE: \_\_\_\_\_ DRIVER'S LICENSE #: \_\_\_\_\_

\*\*\*\*\*

CURRENT ADDRESS OF APPLICANT: \_\_\_\_\_

\_\_\_\_\_  
DATES OF RESIDENCY: \_\_\_\_\_ RENTAL/MORTGAGE AMOUNT: \_\_\_\_\_

LANDLORD NAME: \_\_\_\_\_ LANDLORD PHONE #: \_\_\_\_\_

\*\*\*\*\*

PREVIOUS ADDRESS OF APPLICANT (where you lived before): \_\_\_\_\_

\_\_\_\_\_  
DATES OF RESIDENCY: \_\_\_\_\_ RENTAL/MORTGAGE AMOUNT: \_\_\_\_\_

LANDLORD NAME: \_\_\_\_\_ LANDLORD PHONE #: \_\_\_\_\_

\*\*\*\*\*

2<sup>ND</sup> PREVIOUS ADDRESS OF APPLICANT (where you lived before that): \_\_\_\_\_

\_\_\_\_\_  
DATES OF RESIDENCY: \_\_\_\_\_ RENTAL/MORTGAGE AMOUNT: \_\_\_\_\_

LANDLORD NAME: \_\_\_\_\_ LANDLORD PHONE #: \_\_\_\_\_

**ADDITIONAL MINOR OCCUPANTS** (Please list all MINORS who will be sharing the home. Only those under 18 should be listed in this section. Anyone over 18 must fill out an Application for Additional Occupant OR and Application for Residency). If you need additional space, please print out another copy of this page.):

FULL NAME OF OCCUPANT: \_\_\_\_\_

FORMER NAME, IF ANY, OF OCCUPANT: \_\_\_\_\_

RELATIONSHIP TO APPLICANT: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_ SOCIAL SECURITY #: \_\_\_\_\_

CURRENT PHONE #: \_\_\_\_\_ EMAIL: \_\_\_\_\_

CURRENT ADDRESS OF OCCUPANT: \_\_\_\_\_

\*\*\*\*\*

FULL NAME OF OCCUPANT: \_\_\_\_\_

FORMER NAME, IF ANY, OF OCCUPANT: \_\_\_\_\_

RELATIONSHIP TO APPLICANT: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_ SOCIAL SECURITY #: \_\_\_\_\_

CURRENT PHONE #: \_\_\_\_\_ EMAIL: \_\_\_\_\_

CURRENT ADDRESS OF OCCUPANT: \_\_\_\_\_

\*\*\*\*\*

FULL NAME OF OCCUPANT: \_\_\_\_\_

FORMER NAME, IF ANY, OF OCCUPANT: \_\_\_\_\_

RELATIONSHIP TO APPLICANT: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_ SOCIAL SECURITY #: \_\_\_\_\_

CURRENT PHONE #: \_\_\_\_\_ EMAIL: \_\_\_\_\_

CURRENT ADDRESS OF OCCUPANT: \_\_\_\_\_

\*\*\*\*\*

FULL NAME OF OCCUPANT: \_\_\_\_\_

FORMER NAME, IF ANY, OF OCCUPANT: \_\_\_\_\_

RELATIONSHIP TO APPLICANT: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_ SOCIAL SECURITY #: \_\_\_\_\_

CURRENT PHONE #: \_\_\_\_\_ EMAIL: \_\_\_\_\_

CURRENT ADDRESS OF OCCUPANT: \_\_\_\_\_

**APPLICANT INCOME INFORMATION:**

EMPLOYER NAME: \_\_\_\_\_ PHONE #: \_\_\_\_\_

EMPLOYER ADDRESS: \_\_\_\_\_

LENGTH OF EMPLOYMENT: \_\_\_\_\_ POSITION: \_\_\_\_\_

MONTHLY INCOME AMOUNT (PLS ATTACH 2 MONTHS OF MOST RECENT PAY STUBS OR CHECK COPIES) : \_\_\_\_\_

\*\*\*\*\*

ADDITIONAL EMPLOYER NAME: \_\_\_\_\_ PHONE #: \_\_\_\_\_

EMPLOYER ADDRESS: \_\_\_\_\_

LENGTH OF EMPLOYMENT: \_\_\_\_\_ POSITION: \_\_\_\_\_

MONTHLY INCOME AMOUNT (PLS ATTACH 2 MONTHS OF MOST RECENT PAY STUBS OR CHECK COPIES) : \_\_\_\_\_

\*\*\*\*\*

SOCIAL SECURITY INCOME (PLS. ATTACH AWARD LETTER/CURRENT 2 MONTHS OF PAYMENT STUBS): \_\_\_\_\_

SOCIAL SECURITY DISABILITY INCOME (PLS. ATTACH AWARD LETTER/ CURRENT 2 MONTHS OF PAYMENT STUBS): \_\_\_\_\_

ADDITIONAL INCOME AMOUNT (REGULAR DISBURSEMENT FROM INVESTMENTS, TRUST, SELF EMPLOYMENT, ETC. PLS. ATTACH COPIES) \_\_\_\_\_

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**NET WORTH STATEMENT (Please fill out each box with the requested information. Use reverse for additional information):**

ASSETS		DOLLAR AMOUNT	LIABILITIES		DOLLAR AMOUNT
CHECKING	BANK NAME		PERSONAL LOANS	TO WHOM:	
SAVINGS	BANK NAME		OTHER LOANS	MOBILEHOME LOANS	
STOCKS				MORTGAGE LOANS	
BONDS				AUTO LOANS	
MUTUAL FUNDS				SUPPLIER LOANS	
RETIREMENT FUNDS				OTHER LOANS	

ASSETS		DOLLAR AMOUNT	LIABILITIES		DOLLAR AMOUNT
LIFE INSURANCE	CASH SURRENDER VALUE		TAXES UNPAID	UNPAID PROPERTY TAXES	
REAL ESTATE	APPRAISED VALUE			UNPAID INCOME TAXES	
	MORTGAGE TERM LEFT IN # OF MONTHS _____			OTHER	
	YEARLY RENT RECEIVED		CREDIT CARD DEBT	CREDITORS COMBINED	
REAL ESTATE	APPRAISED VALUE				
	MORTGAGE AMOUNT OWED		OTHER LIABILITIES	PLS. LIST:	
	YEARLY RENT RECEIVED				
PERSONAL PROPERTY	VEHICLES (COMBINED)			<b>TOTAL LIABILITIES</b>	
	OTHER VEHICLES (RV'S BOATS, ETC.)				
	HOUSEHOLD ITEMS				
	OTHER ITEMS			<b>TOTAL ASSETS</b>	
ADDITIONAL ASSETS	PLS. LIST:			<b>TOTAL LIABILITIES</b>	
	<b>TOTAL ASSETS</b>			<b>NET WORTH</b>	

\*\*\*\*\*

**REFERENCES:**

BUSINESS NAME: \_\_\_\_\_ CITY \_\_\_\_\_ PHONE #: \_\_\_\_\_

BUSINESS NAME: \_\_\_\_\_ CITY \_\_\_\_\_ PHONE #: \_\_\_\_\_

PERSONAL NAME: \_\_\_\_\_ CITY \_\_\_\_\_ PHONE #: \_\_\_\_\_

PERSONAL NAME: \_\_\_\_\_ CITY \_\_\_\_\_ PHONE #: \_\_\_\_\_

**HOUSEHOLD VEHICLES (Please list vehicle information for all people living in the home. Use reverse for additional vehicles):**

TOTAL # OF VEHICLES: \_\_\_\_\_ BOATS/RV? \_\_\_\_\_

MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ YEAR: \_\_\_\_\_

LICENSE #: \_\_\_\_\_ STATE: \_\_\_\_\_ COLOR: \_\_\_\_\_

MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ YEAR: \_\_\_\_\_

LICENSE #: \_\_\_\_\_ STATE: \_\_\_\_\_ COLOR: \_\_\_\_\_

MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ YEAR: \_\_\_\_\_

LICENSE #: \_\_\_\_\_ STATE: \_\_\_\_\_ COLOR: \_\_\_\_\_

MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ YEAR: \_\_\_\_\_

LICENSE #: \_\_\_\_\_ STATE: \_\_\_\_\_ COLOR: \_\_\_\_\_

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**ANIMALS (Please use reverse for additional animals):**

DOG'S NAME: \_\_\_\_\_ AGE: \_\_\_\_\_ DESCRIPTION: \_\_\_\_\_

COLOR: \_\_\_\_\_ HEIGHT (IN INCHES-FLOOR TO TOP OF SHOULDER): \_\_\_\_\_ CHIPPED? \_\_Y\_\_N

DOG'S NAME: \_\_\_\_\_ AGE: \_\_\_\_\_ DESCRIPTION: \_\_\_\_\_

COLOR: \_\_\_\_\_ HEIGHT (IN INCHES-FLOOR TO TOP OF SHOULDER): \_\_\_\_\_ CHIPPED? \_\_Y\_\_N

CAT'S NAME: \_\_\_\_\_ AGE: \_\_\_\_\_ DESCRIPTION: \_\_\_\_\_

COLOR: \_\_\_\_\_ CHIPPED? \_\_Y\_\_N

CAT'S NAME: \_\_\_\_\_ AGE: \_\_\_\_\_ DESCRIPTION: \_\_\_\_\_

COLOR: \_\_\_\_\_ CHIPPED? \_\_Y\_\_N

OTHER ANIMAL'S NAME: \_\_\_\_\_ AGE: \_\_\_\_\_ DESCRIPTION: \_\_\_\_\_

COLOR: \_\_\_\_\_ CHIPPED? \_\_Y\_\_N

\*\*\*\*\*

**EMERGENCY CONTACT INFORMATION (contacts outside of the home):**

NAME: \_\_\_\_\_ RELATIONSHIP: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE #: \_\_\_\_\_

NAME: \_\_\_\_\_

RELATIONSHIP: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE #: \_\_\_\_\_

VET ER NAME: \_\_\_\_\_

PHONE #: \_\_\_\_\_

VET ADDRESS: \_\_\_\_\_

\*\*\*\*\*

**EVICTIION/TERMINATION OF TENANCY:**

HAVE YOU EVER BEEN ASKED TO TERMINATE YOUR RESIDENCY OR BEEN EVICTED FROM ANY PREVIOUS RESIDENCE?

\_\_\_\_\_ YES \_\_\_\_\_ NO IF YES, PLEASE EXPLAIN \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\*\*\*\*\*

**CONVICTIONS:**

HAVE YOU EVER BEEN CONVICTED OF A CRIME? \_\_\_\_\_ YES \_\_\_\_\_ NO IF YES, PLEASE EXPLAIN \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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**ADDITIONAL INFORMATION (Please use this for additional information you wish to submit with your application):**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**APPLICANT AUTHORIZATION:**

THE UNDERSIGNED REQUESTS THE MANAGEMENT TO CHECK THE ABOVE CREDIT REFERENCES AND ALL REPRESENTATIONS. THE UNDERSIGNED ACKNOWLEDGES THAT IN THE EVENT A RENTAL AGREEMENT IS EXECUTED BY BOTH THE MANAGEMENT AND THE UNDERSIGNED, IT IS SUBJECT TO APPROVAL BY THE MANAGEMENT.

THE UNDERSIGNED WARRANTS AND REPRESENTS THAT THE ABOVE INFORMATION IS TRUE AND CORRECT AND HAS BEEN MADE FOR THE PURPOSE OF INFORMING THE MANAGEMENT OF THE PARK. THE MANAGEMENT HAS PERMISSION TO VERIFY ANY AND ALL INFORMATION OFFERED ON THIS APPLICATION. IN THE EVENT OF ANY MISREPRESENTATION BY APPLICANT, MANAGEMENT WILL HAVE GROUNDS TO CANCEL ANY AGREEMENT ENTERED IN RELIANCE UPON THE MISREPRESENTATION.

AUTHORIZATION IS HEREBY GRANTED TO KEARNEY LODGE MANAGEMENT TO OBTAIN INFORMATION REGARDING ORDERING A CREDIT REPORT, EMPLOYMENT, SAVINGS AND/OR CHECKING ACCOUNT, AND/OR OUTSTANDING CREDIT (MORTGAGE, AUTO, PERSONAL, SUPPLIERS, CHARGE CARDS, CREDIT UNIONS, ETC.), AS WELL AS GRANTING INFORMATION REGARDING PREVIOUS TENANCY AND/OR EVICTIONS. AUTHORIZATION IS FURTHER GRANTED TO USE A PHOTOSTAT COPY OF MY SIGNATURE TO OBTAIN INFORMATION REGARDING THE AFOREMENTIONED ITEMS.

I UNDERSTAND AND ACKNOWLEDGE THAT THIS APPLICATION FOR TENANCY IS BEING ACCEPTED BY KEARNEY LODGE MOBILE HOME PARK BASED SOLELY ON MY APPLICATION AND QUALIFICATIONS AND NONE OTHER. I REPRESENT TO KEARNEY LODGE MOBILE HOME PARK THAT THIS HOME SITE IS AND WILL BE MY PRIMARY PLACE OF RESIDENCY. I FURTHER ACKNOWLEDGE THAT NO PERSON, WHETHER LISTED ON THIS APPLICATION AND/OR LEASE AS AN ADDITIONAL OCCUPANT OR NOT, WILL RESIDE IN THIS MOBILE HOME WITHOUT MY PRESENCE.

DATED: \_\_\_\_\_

APPLICANT NAME (PRINTED) \_\_\_\_\_

APPLICANT SIGNATURE \_\_\_\_\_

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PLEASE PROVIDE THE FOLLOWING:

\_\_\_\_\_ PROOF OF INCOME (2 MOST RECENT MONTHS)

\_\_\_\_\_ PHOTOCOPY OF DRIVER'S LICENSE OR ID

\_\_\_\_\_ PHOTOCOPY OF SOCIAL SECURITY CARD

\_\_\_\_\_ SIGNATORY PAGE OF KEARNEY LODGE RULES AND REGULATIONS & LEASE TERMS & CONDITIONS ACKNOWLEDGEMENT

**KEARNEY LODGE RULES AND REGULATIONS SIGNATORY SECTION**

*(please return with your completed application)*

The above rules and regulations and all separate rules and regulations whether published or posted in Community facilities are by this reference incorporated into the Rental or Lease Agreement that governs the tenancy in the subject property.

APPLICANT, BY SIGNATURE BELOW, ACKNOWLEDGES THAT HE/SHE/THEY HAS READ THE KEARNEY LODGE RULES AND REGULATIONS AND AGREES TO ABIDE BY THE SAME DURING HIS/HER/THEIR RESIDENCY IN THE COMMUNITY. THESE RULES AND REGULATIONS MAY BE CHANGED ACCORDING TO THE PROVISIONS OF THE MOBILEHOME RESIDENCY LAW. APPLICANT FURTHER ACKNOWLEDGES HAVING RECEIVED A COPY THEREOF.

DATE:

SPACE NUMBER *(if applicable)*:

APPLICANT:

**KEARNEY LODGE LEASE TERMS & CONDITIONS ACKNOWLEDGMENT SIGNATORY SECTION**

The rules and regulations and all separate rules and regulations whether published or posted in Community facilities are by this reference incorporated into the Rental or Lease Agreement that governs the tenancy in the subject property.

APPLICANT, BY SIGNATURE BELOW, ACKNOWLEDGES THAT HE/SHE/THEY HAS READ THE KEARNEY LODGE LEASE TERMS AND AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT IN THE EVENT OF HIS/HER/THEIR RESIDENCY IN THE COMMUNITY. THE LEASE AGREEMENT MAY BE CHANGED ACCORDING TO THE PROVISIONS OF THE MOBILEHOME RESIDENCY LAW.

DATE:

SPACE NUMBER *(if applicable)*:

APPLICANT:

KEARNEY LODGE MANAGEMENT:



## LEASE TERMS

**These constitute the terms of the Kearney Lodge Lease Agreement only. All tenants and occupants will fill out the complete Lease Agreement if approved to live in Kearney Lodge, and after the close of escrow. These are terms only.**

THIS AGREEMENT WILL BE EXEMPT FROM ANY ORDINANCE, RULE, REGULATION, OR INITIATIVE MEASURE ADOPTED BY ANY LOCAL GOVERNMENTAL ENTITY WHICH ESTABLISHES A MAXIMUM AMOUNT A LANDLORD MAY CHARGE FOR RENT (*California Civil Code* §798.17)

THIS AGREEMENT commences on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the undersigned Resident(s) and KEARNEY LODGE MOBILE HOME PARK (hereinafter "Park"). The lease is for Space \_\_\_\_\_, located at 6460 Convoy Court, San Diego, California 92117. The parties will be bound to the terms set forth in this Agreement. It is a lease for space only. Homeowner must provide his or her own mobilehome and is completely responsible for that mobilehome. At least one of the persons listed in this Agreement as TENANT/REGISTERED OWNER, must reside at the homespace at all times.

**TERM OF THIS AGREEMENT:** The term of this Agreement shall be for a period of one (1) year and is to begin on the date set forth above in this Agreement and shall continue through \_\_\_\_\_. If Resident, without PARK's consent, remains in possession of the premises after expiration of the term of this Rental Agreement, or any extension thereto, and has not executed a new Rental Agreement with respect to the premises, said possession of the premises by the Resident shall be deemed a month-to-month tenancy on the same terms and conditions as contained herein, which may be terminated in accordance with the provisions of the Mobilehome Residency Law or any other applicable law.

**BASE RENT:** Resident shall pay rent in the amount of \$ \_\_\_\_\_ per month on the first day of each month, commencing at the start of the term of this Rental Agreement. In addition Resident shall pay the utility and other charges billed by the PARK to the Resident on the first day of each month following the receipt of the bill from the Park. Payment for either rent or other charges must be paid without deduction or offset whatsoever and shall be considered late following the sixth day of each month. Payment will be made at the Park office or at such other location as the Park may designate from time to time. As to any utility included in the rent, the Park reserves the right to separately charge for these as allowed by *California Civil Code* §798.41.

**RENTAL INCREASE OR ADJUSTMENT:** For the one year period beginning on the date stated above as the date this agreement is entered into, Homeowner shall pay PARK the sum set forth paragraph 5 above per month as RENT. RENT shall be due on the first (1<sup>st</sup>) day of each month and will be considered past due on the seventh (7<sup>th</sup>) of the month.

**FACILITIES:** The Facilities to be provided to Resident during the term of this Agreement, unless changed: Clubhouse, Recreation Room, Front Pool, Back Pool, East and West Laundry Rooms

### UTILITIES:

UTILITIES	INCLUDED IN RENT	PAID BY RESIDENT TO UTILITY COMPANY (optional)	PARK WILL BILL RESIDENT MONTHLY	UNAVAILABLE
Natural Gas			X	
Electricity			X	
Water			X	
TV		X		
Trash/Recycling			X	
Sewer			X	
Internet		X		

**ADMINISTRATIVE CHARGE:** As additional rent, a charge may be assessed by the Park in the amount of \$40 whenever rent and other charges are paid after they are due. This charge is to cover the added administrative costs associated with processing a late payment. The five day period does not include the date the payment is due.

**CHECK RETURN CHARGE:** As additional rent, a check return charge may be assessed by the Park in the amount of \$35 whenever a check for rent or any other charges is returned unpaid from a bank or financial institution.

**PARK RULES AND REGULATIONS:** The Park's Rules and Regulations are a part of this Rental Agreement and are attached hereto and incorporated herein by reference as though fully set forth at this point. Resident agrees to comply with all Park Rules and Regulations that now exist and such additional Rules and Regulations as may be promulgated by the Park from time to time in accordance with the Mobilehome Residency Law or any other law now in effect or as amended.

**MOBILEHOME RESIDENCY LAW:** Resident hereby acknowledges receipt of the California Mobilehome Residency Law, a part of the Civil Code of the State of California, a copy of which is attached hereto. Terms and provisions of the Mobilehome Residency Law are specifically made a part of this Rental Agreement, and are incorporated herein by reference as though fully set forth at this point.

**COMMON FACILITIES:** It is the responsibility of the Park to provide and maintain the physical improvements in the common facilities of the Park in good working order and condition. The common facilities of the Park are specified in Item 9 of this Agreement. With respect to a sudden or unforeseeable breakdown or deterioration shall be as soon as possible in situations affecting the health or safety condition and shall not exceed 30 days in any other case except where exigent circumstances justify delay.

**SITE MAINTENANCE:** The Park may, but is not obligated to, charge a reasonable fee for services relating to the maintenance of the land and premises upon which the mobilehome is situated in the event Resident fails to maintain such land or premises in accordance with the Park's Rules and Regulations after written notification to the Resident and the failure of Resident to comply within fourteen (14) days. The written notice shall state the specific condition to be corrected and an estimate of the charges to be imposed by the Park if the services are performed by the Park or its agent.

**TERMINATION OF RENTAL AGREEMENT BY PARK:** This Rental Agreement, at the option of the Park, may be declared forfeited and/or the tenancy may be terminated and/or Resident's right to possession terminated in accordance with the Mobilehome Residency Law and any other applicable law. Any such rights granted the Park due to any amendments, deletions, or modifications of the Mobilehome Residency Law and other applicable law may be enforced by the Park.

**TERMINATION OF RENTAL AGREEMENT BY RESIDENT:** Resident understands that this Rental Agreement will remain in effect and Resident will be liable to pay rent as set forth in this Agreement whether or not the Resident occupies the homesite/space or maintains a mobilehome at the homesite/space for the term of this Rental Agreement, unless the Resident terminates this Agreement as required by law.

**REMOVAL ON SALE:** The Park may, at its option, in order to upgrade the quality of the Park, require the removal of the mobilehome from the Park upon its sale to a third party, in accordance with the provisions of the Mobilehome Residency Law and any other applicable law. Any rights granted the Park due to amendments, deletions, or modifications of the Mobilehome Residency Law and any other applicable law may be enforced by the Park.

**APPROVAL OF PURCHASER AND SUBSEQUENT RESIDENT:** Resident may sell his or her mobilehome at any time pursuant to the rights and obligations of Resident and Park under the Mobilehome Residency Law or any other applicable law. Resident must, however, immediately notify the Park in writing of Resident's intent to sell his or her mobilehome if the prospective purchaser intends for the mobilehome to remain in the Park. If the Park does not exercise its rights pursuant to the Mobilehome Residency Law to require the removal of the mobilehome from the Park, and in order for the prospective purchaser to reside in the Park, and he and/or she must: (1) complete an application for tenancy; (2) be accepted by the Park; (3) execute a new Rental Agreement; and (4) execute and deliver to the Park a copy of the Park's Rules and Regulations.

**RENTING OR SUBLETTING:** Resident shall not sublease or otherwise rent all or any portion of Resident's mobilehome or the premises, other than specifically authorized by California Civil Code §798.23.5. Resident shall not assign or encumber his or her interest in this Agreement or the premises. No consent to any assignment, encumbrance, sublease or other renting shall constitute a further waiver of the provisions of this Paragraph. If Resident consists of more than one person, a purported assignment, voluntary, involuntary, or by operation of law, from one person to the other shall be deemed an assignment within the meaning of this Paragraph.

**USE PROHIBITED:** The mobilehome and premises shall be used only for private residential purposes and no business or commercial activity of any nature shall be conducted thereon unless approved by Management or allowed by law.

**IMPROVEMENTS:** All plants, shrubs, and trees planted on the premises as well as all structures, including fences permanently embedded in the ground, if allowed in the Park pursuant to the Rules and Regulations, blacktop or concrete or any structures permanently attached to

the ground, shall become the property of the Park as soon as they are installed and may not be removed by the Resident without the prior written consent of the Park. Other than in cases of Park's responsibility for certain hazardous trees and certain Park installed driveways pursuant to California Civil Code §798.37.5, Resident shall maintain, repair, and, when necessary at Park's sole discretion, remove and/or replace all of the above at Resident's sole expense and responsibility and shall be completely responsible for each of them although they are the property of the Park, which may remove them at its option.

**NOTICE:** The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of §290.4 of the Penal Code. The data base is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.

**WAIVER:** The waiver by the Park of, or the failure of the Park to take action in any respect because of any breach of a term, covenant or condition contained herein or the violation of a Park Rules or Regulations shall not be a waiver of that term or Rule and Regulations. The subsequent acceptance of rent or other charges by the Park shall not be a waiver of any preceding breach of this Agreement by the Resident or any violation of Park Rules and Regulations or failure of Resident to pay any particular rent, regardless of the Park's Knowledge of the preceding breach or violation of Park Rules and Regulations or failure to pay rent.

**ATTORNEYS' FEES AND COSTS:** In any action arising out of Resident's tenancy, this Agreement, or the provisions of the Mobilehome Residency Law, the prevailing party shall be entitled to reasonable attorneys' fees and costs. A party shall be deemed a prevailing party if the judgment is rendered in his or her favor or where the litigation is dismissed in his or her favor prior to or during the trial, unless the parties otherwise agree in the settlement or compromise.

**TIME OF THE ESSENCE:** Time is of the essence with this Agreement.

**INTERPRETATION:** Each provision of this Agreement is separate, distinct, and individually enforceable. In the event any provision is declared to be unlawful or unenforceable, the validity of all other provisions shall not be affected.

**INSPECTION OF THE PREMISES:** By signing this Agreement, Resident acknowledges that Resident has carefully inspected the space to be rented and all the Park's facilities and has found them to be in every respect as represented by Park to the resident, either orally or in writing, and to the extent that they are not exactly as represented, either orally or in writing, accepts them as they are.

**EFFECT OF THIS AGREEMENT:** Resident agrees that this Agreement contains the entire Agreement between the parties regarding the rental of the homesite/space within the Park. All prior negotiations or stipulations concerning this matter which preceded or accompanied the execution of this Agreement are conclusively deemed to have been superseded by this written Agreement. This Agreement completely supersedes any prior Agreement of the parties, whether in writing or oral.

**ALTERATION OF THIS AGREEMENT:** This Agreement may be altered only by written Agreement signed by both of the parties, by operation of law or in any manner provided for by the Mobilehome Residency Law or other applicable law.

**ACKNOWLEDGMENT:** Resident acknowledges that he and/or she has received a copy of this Agreement, together with a copy of the Park's Rules and Regulations, and a copy of the Mobilehome Residency Law, and further, that he and/or she has read and understands each of these documents. Resident understands that by executing this Agreement, he and/or she will be bound by the terms and conditions thereof.



# Kearney Lodge



A Mobilehome Community

6460 Convoy Court San Diego, CA 92117 858.277.6060/ph 858.277.7661/fx

## Information for Prospective Homeowners & Additional Occupants

As a prospective homeowner you are being provided with certain information you should know prior to applying for tenancy in a mobilehome park. Some of this information also applies to additional occupants. This is not meant to be a complete list of information.

Owning a home in a mobilehome park incorporates the dual role of homeowner (the owner of the home) and park resident or tenant (also called "homeowner" in the Mobilehome Residency Law). As a homeowner under the Mobilehome Residency Law, you will be responsible for paying the amount necessary to rent the space for your home, in addition to other fees and charges described below. You must also follow the Kearney Lodge Rules and Regulations, as well as applicable Federal, State, County, and City laws in order to reside in the park.

If you are approved for tenancy, and your tenancy commences within the next 30 days, your beginning monthly rent will be \_\_\_\_\_ (completed by management) for Space # \_\_\_\_\_ (must be completed by management).

In addition to the monthly rent, you will be obligated to pay the park the following additional fees and charges listed below.

Utilities: Gas, Electric, Water, Sewer, Trash, Recycling

Other fees or charges may apply depending upon your specific requests. Metered utility charges are based on use.

Some spaces are governed by an ordinance, rule, regulation, or initiative measure that limits or restricts rent in mobilehome parks. If offered, long-term leases specify rent increases during the term of the lease. By signing a rental agreement or lease for a term of more than one year, you may be removing your rental space from a local rent control ordinance during the term, or any extension, of the lease if a local rent control ordinance is in effect for the area in which the space is located.

A fully executed lease or rental agreement, or a statement signed by the park's management and by you stating that you and the management have agreed to the terms and conditions of a rental agreement is required to complete the sale or escrow process of the home. You have no rights to tenancy without a properly executed lease or agreement or that statement (Civil Code Section 798.75). Please be aware that additional occupants will also be listed on the lease and must agree to the terms stated for such.

If the management collects a fee or charge from you in order to obtain a financial report or credit rating, the full amount of the fee or charge will be either credited toward your first month's rent or, if you are rejected for any reason, refunded to you. However, if you are approved by management, but for whatever reason you elect not to purchase the mobilehome, the management may retain the fee to defray administrative cost (Civil Code Section 798.74).

We encourage you to request a copy of the lease or rental agreement, the park's rules and regulations, and a copy of the Mobilehome Residency Law. Upon request, management will provide you with each document. We urge you to read the documents before making the decision that you want to become a mobilehome park resident.

By signing below, you acknowledge that you have read and understood this information provided to you.

Prospective Tenant or Occupant: \_\_\_\_\_ Date: \_\_\_\_\_

Prospective Tenant or Occupant: \_\_\_\_\_ Date: \_\_\_\_\_





**RULES AND REGULATIONS  
of  
KEARNEY LODGE MOBILE HOME PARK**

These Are the Rules and Regulations of Kearney Lodge Mobilehome Park.

They Have Been Prepared in Accordance with the Provisions of the Mobilehome Residency Law and Take into Consideration Title 25, the CA Health and Safety Act and other Law, Ordinances and Codes.

A Notice of Violation of These Rules Will Be Sent to Any Registered Owner and Legal Owner of the Mobilehome as Required by the Mobilehome Residency Law.

If Any of These Rules Are Unclear, Community Management Should Be Contacted for an Explanation.

Violation of These Rules and Regulations Will Give Kearney Lodge Mobilehome Park Cause to Evict Anyone Living in the Mobilehome Pursuant to Section 798.56(d) of the California Civil Code, And/or Cause to Obtain an Injunction Against the Tenant, Enjoining the Homeowner(s), Occupants or Their Guests from Further Rule Violation, Pursuant to Section 798.88 of the California Civil Code.

These Rules May Be Changed Upon Proper Notice from Time to Time after the Community Has Met and Consulted with the Homeowner(s) Under The Provisions of The Mobilehome Residency Law.

By Signing These Rules and Regulations Homeowner(s) Acknowledge(s) That They Are in Every Respect Reasonable And Consent and Agree to Them. Additionally, By Executing The Rental Agreement or Lease to Which These Rules Pertain, Homeowner(s) Acknowledge(s) That They Are in Every Respect Reasonable And Consent and Agree to Them.

All Rules And Regulations Stated Herein Will Be Applied in a Reasonable Manner.

These Rules Are Prepared in Accordance With The Federal Fair Housing Law.

Kearney Lodge Mobilehome Park Does Not Discriminate Against Any Person Because of Race, Age, Sex, Religion, Sexual Orientation, Disability, Family Status, or National Origin.

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**1. LEASE AGREEMENT:** Homeowner shall not violate any terms or conditions of the Rental or Lease Agreement that is in force between Homeowner and Kearney Lodge ("Community"). If Resident remains in possession of the premises after expiration of the term of the Rental Agreement or Lease and has not executed a new Rental Agreement or Lease with respect to the premises, said possession of the premises by the Resident shall be deemed a month-to-month tenancy on the same terms and conditions as last Rental Agreement or Lease, which may be terminated in accordance with the provisions of the Mobilehome Residency Law or any other applicable law. A 3 year lease may be offered to tenants.

Homeowner must pay all rent, utilities and other charges on the first day of every month. If rent, utilities and other charges are not paid by the sixth day of the month, Homeowner will be required to pay an administrative late charge of \$40.00. There will be an additional \$35.00 charge for checks returned for insufficient funds or any other reason. Assessment of late charge shall not constitute a waiver of any default by Homeowner and shall be without prejudice to the rights of Community to seek eviction, rent damages, or other legal remedies or equitable relief.

## **2. SPACE OCCUPANCY/USE OF SPACE:**

- A. **Tenant:** Only persons who have applied for and have been accepted as tenants shall occupy a mobilehome on the leased space. The registered owner of a mobilehome on the leased space must apply and qualify for tenancy and must occupy the mobilehome upon acceptance to reside at the space. Each applicant for residency must acknowledge that his/her application for residency will be accepted based solely upon his/her application and qualifications and not those of any other persons. Each applicant for residency must represent in writing to the Community that the leased space (Homesite) is, and will be, the applicant's permanent and primary place of residency and that no other person will reside in the mobilehome on the leased space without the applicant's presence regardless of whether they have been listed on the application or lease agreement as an additional occupant.
- B. **Mobilehome Occupancy:** The persons allowed to occupy a space within the Community shall be only those persons listed on the lease/rental agreement. The maximum number of persons allowed to occupy a space shall be limited to two persons per bedroom plus one. No other persons shall be allowed to reside on the space without the express written permission of the Community or as provided below. The Homeowner shall ensure that at all times during the rental period or renewal, at least one of the individuals occupying the mobilehome must be the legal or registered owner of the mobilehome.
- C. **Use of Space:** The home and space shall only be used for the private residential purposes of HOMEOWNER. No business or commercial activity of any nature shall be conducted thereon without the express written permission of the Community which may withhold said permission at its sole discretion. This includes, but is not limited to storage or accumulation of business materials such as tools, vehicles, building materials. For purposes of this Agreement, commercial activity includes, but is not limited to any on-site activity requiring the issuance of a business license or permit by any governmental agency, and any activity which increases traffic within the Community, requires the storage of material on the space, results in deliveries within the Community or unreasonably interferes with other residents' quiet enjoyment of their homes and spaces and Community services.

HOMEOWNERS may not use any park facilities, or canvass other HOMEOWNER'S, for the purpose of raising funds for any purpose, other than noncommercial purposes relating to mobilehome living, election to public office, or the initiative, referendum, or recall process.

- D. **Guests:** Homeowner is allowed to have guests stay at his/her home; however, said guests must agree to abide by all Community rules and must be accompanied by Homeowner at all times while residing at the Community and using the Community's facilities or common areas. Homeowners shall acquaint their guests with the Community's Rules and Regulations. Homeowner is personally responsible for all of the actions and conduct of his or her co-residents and guests. Homeowner is not allowed to have others reside in his/her home during Homeowner's absence from the Community without the express written permission of the Community which may withhold said permission at its sole discretion. Guests remaining in the Community more than twenty (20) consecutive days or thirty (30) days in a calendar year are required to register with the Community management and apply for permanent guest status as indicated below so that they may be located in the event of emergencies, for delivery of mail, or for any other reason as determined by the Community management. **GUESTS HAVE NO RIGHTS OF TENANCY WITHIN KEARNEY LODGE MOBILEHOME PARK.**
- E. **Guest Fees:** The Community may charge any Homeowner a fee of \$10.00 per day for any guest who stays beyond a period of twenty (20) consecutive days or a maximum of thirty (30) days in any calendar year; or an additional charge of \$50.00 per month for any "Permanent Guest," as described below, whichever amount is less, to cover administrative costs incurred as a result of the additional person in the homesite, unless, in either case the guest is a member of the Homeowner's immediate family as defined in Civil Code §798.35, or is a guest pursuant to Civil Code §798.34 (b), (c) or (d).
- F. **Permanent Guests:** Any guest wishing to stay with a Homeowner more than 20 consecutive days or thirty (30) days in any calendar year, including immediate family members or guests pursuant to Civil Code §798.34 (b) or (c) must apply to the Community for permission to reside with the Homeowner as a "Permanent Guest." The Community may accept or reject the application if the management reasonably determines that, based on the community rules, the applicant's prior tenancies or conduct while a guest in the community, he or she will not comply with the rules and regulations of the Community. In any case, such "Permanent Guest" shall have no rights of tenancy in the Community and shall comply with the Community's rules and regulations. In the case of a "Permanent Guest" pursuant to Civil Code §798.34(c), such person providing live-in health or supportive care shall, *if required by law*, be a licensed health care provider, licensed to provide the type of health care required and referred to in the physician's written treatment plan. A person required to be licensed shall provide a copy of his/her respective license to the Community at the time of application for guest status. A physician's written treatment plan shall also be provided to the community for a Permanent Guest pursuant to *Civil Code §798.34(d)*. The Community reserves the right to reject any application where this information is not provided at time of application. All "Permanent Guests" must sign a separate agreement with the Community acknowledging their status as guests and not tenants, and agreeing to comply with the Community's rules and regulations and other conditions of the agreement, as a condition of acceptance of their application.
- G. **Subleasing:** Except as provided in *California Civil Code §798.23.5*, no subleasing or assigning of any space or tenancy is permitted. Exceptions in instances of medical emergency as provided by law or of extreme and unusual circumstances which may be considered by the Community, but the Community retains complete discretion to accept or reject such requests.
- H. **Family Community:** All spaces are considered family spaces and are subject to the occupancy requirements listed above.

I. **Transfer of Ownership:**

1. **Intent To Sell:** At any time a Homeowner wishes to place his or her mobilehome on the market to be sold, which is to remain in the Community upon resale, the Homeowner shall first notify the Community management of their intent to sell the home and must fill out an Intent To Sell Form and furnish information regarding any agents working on behalf of the Homeowner.
2. **Space/Mobilehome Exterior Inspection:** Community management shall conduct an inspection of the mobilehome and space upon Homeowner notifying Community of their Intent To Sell. Homeowner may make a written request to the Community to receive a written summary of repairs he or she will be required to make prior to sale. This request by Homeowner shall be made at the time of informing the Community of his or her intent to sell the mobilehome. Upon 10 business days following said written request, Community shall provide owner a written summary of the repairs or improvements it requires to be made to the mobilehome, appurtenances or accessory structures.

Any mobilehome that shows visible obsolescence, is in run down condition, or in disrepair, if sold, shall remain in the Community only upon repair, improvement and modernization of the home to a condition in compliance with Community standards as set forth in these Rules and Regulations.

If the Community management allows the mobilehome to be resold, that is to remain in the Community, all mobilehome exterior and space repairs and maintenance items noted by the Community management shall be corrected prior to listing of the mobilehome for sale and as a condition of allowing the mobilehome to be sold to remain on site.

3. **Pull-Outs:** Mobilehomes that are deemed pull-outs by Management inspection must be removed from Community at Homeowner's expense and the lot graded and cleaned of debris. The Management reserves its rights under Civil Code §798.73 to require removal of the mobilehome upon transfer in order to upgrade the quality of the Community.
4. **Prospective Purchaser:** At any time a Homeowner wishes to sell his or her mobilehome, which is to remain in the Community, the Homeowner shall ensure, prior to transfer of title that the prospective purchaser shall apply, and be accepted, for tenancy in the Community. It is the Homeowner's responsibility to communicate prospective tenant application requirements and KL Rules and Regulations to their buyers or agents working on their behalf. Homeowner herein agrees that if he or she transfers title to his/her mobilehome prior to the prospective purchaser being accepted for tenancy and signing a lease or rental agreement with the Community, that Homeowner herein shall bear whatever costs the Community may incur, including attorney's fees and costs, as a result of such transfer of ownership.

3. **PERMITS:** Building permits, licenses and other similar permission from governmental or quasi-governmental bodies or agencies that are required and must be obtained before construction or installation of certain accessory equipment, structures and appliances and all such appliances, equipment and structures must comply with all federal, state, and local laws and ordinances. Only licensed contractors may do spray painting, tenting, plumbing, electrical, sewer, and water in the Community or install items

which are required to be connected to the electrical, gas or water supplies. Homeowner shall not change, connect to or modify any Community-owned utility located on site or anywhere else in Community.

4. **CONTRACTORS PERFORMING WORK:** Each contractor performing work in the Community on the homesite must be registered with the management, and must be properly licensed and adequately insured. It is the Homeowner's responsibility to see that anyone performing work at his/her homesite has proper authorization from management prior to soliciting a bid or commencing work. The Community assumes no liability, express or implied, for the quality of work performed by contractors hired by the Homeowner or for any damages sustained. The Community is not responsible for any mechanics liens in connection with work done by contractors hired by Homeowner.
5. **MOBILEHOME STANDARDS:** Homeowner shall maintain the mobilehome in good condition and repair and in a neat, clean, attractive and well-kept fashion. The paint of the mobilehome must be a unified color and cannot be chipping off of the mobilehome. The mobilehome must not show signs of accumulated dirt or rust. All accessory structures must be in good repair. Interiors must be kept up to current federal, state, and local laws and codes.

All modifications on a mobilehome must receive written approval by management prior to application for building permits and/or start of work. Homeowner should always check with management when planning any changes to his/her mobilehome **before** incurring any costs associated with the change.

Homeowner shall not change, connect to or modify any Community-owned utility located on site or anywhere else in Community.

Inoperable burglar bars are not permitted on the mobilehome windows or doors, unless at least one window or door to the exterior of the mobilehome in each bedroom is operable for emergency escape or rescue. For safety purposes, Homeowner must obtain written approval from Community Management prior to the installation of any unopenable burglar bars.

- A. **New Mobilehomes:** All mobilehomes moved into the Park must be new and never lived in prior to moving into the Park and Homeowner must obtain prior written approval by the Park before mobilehome is located on any space within the Park. Any prospective mobilehomes moving into the Park must have plot plan submitted to Management for written approval prior to arrival.

All new Mobilehomes moved into the Park must conform to local, state and federal regulations.

All lots must be graded to prevent the migration of water to the under floor area of any unit or accessory building or structure, or building component.

All meters on lot must be replaced with new meters Management will supply Homeowner with new water meter and new gas meter to be installed at Homeowner's expense. Electrical pedestals must be replaced with a new 50 amp circuit breaker and receptacle pedestal at Homeowner's expense. All driveways must be replaced at Homeowner's expense with asphalt or concrete.

All mobilehomes must be installed on lot in accordance with local, state and federal regulations. This includes, but is not limited to support piers and footings, groundings, earthquake-resistant bracing, and utility connections.

Exterior of the home must be fire resistant and shall be painted with Park approved colors. Roofing must be of shingle composition material or other fire-rated material approved by Management,

which are on file in the Community Management office. The color of the roof should conform to the mobilehome and must be approved in writing by Management. All new mobilehomes must have at least 2 entrances/exits. All new mobilehomes must have awnings, porches, carports, fences, ramadas, cabanas, steps, ramps, railings, landings, storage cabinets or other building component, supports and cladding that are approved by Management and that are in compliance with federal, state, and local laws. All new mobilehomes must have skirting that is approved by Management and is made of a manufactured aluminum or masonite type skirting to match the siding of the mobilehome home, completely around the home.

Within sixty (60) days of placing a mobilehome on a mobilehome site, Homeowner shall, at his/her expense, landscape, and within thirty (30) days, install awning, and improvements for porches, carport, and utility shed to the satisfaction of management and in accordance with these Rules and Regulations. No two (2) story mobilehomes will be accepted within the Community.

All hitches and tongues on any mobilehome maintained by tenant within the space must be removed, or covered with skirting to match mobilehome.

Lot must be landscaped in accordance with Park Rules and Regulations. All new mobilehomes and all accessory structures or building components and landscaping must be completed within 30 days of the mobilehome arriving in the Park.

- B. **Licenses:** Each mobilehome must bear a current license and a copy of the current registration must be submitted to Community Management on an annual basis. Homeowner is responsible for maintaining compliance with all applicable state and local laws for the mobilehome and accessory buildings.
- C. **Inspections:** The Community is not responsible to inspect and approve any work done by Homeowner or for Homeowner by others, including but not limited to installation of the mobilehome, driveway, walkways, fence or any other equipment or improvement of any type. To the extent that the Community may require work be completed, and inspect or approve something, it is for the Community's own purpose only and Homeowner is not entitled to rely on that inspection or approval to ensure that the item has been installed or constructed correctly or that work has otherwise been done as required. Instead, Homeowner is responsible for all required inspections and approvals and Homeowner agrees to indemnify and hold the Community harmless for any work which is improperly done.

6. **ACCESSORIES/ STRUCTURES/AND OTHER BUILDING COMPONENT STANDARDS:** Homeowner shall maintain all structures, accessories, and other building components improvements and other things attached to or placed thereon in good condition and repair and in a neat, clean, attractive and well-kept fashion.

Homeowner should always check with management when planning any exterior changes to his/her mobilehome or mobilehome site **before** incurring any costs associated with the change.

Prior to commencing any changes, additions or deletions to structures, accessories, and other building components such as fences, carports, awnings, cabanas, or any structures of any kind, Homeowner shall submit a detailed plan to Community for approval and receive written approval by Community prior to application for building permits and/or start of work.

Accessory structures that are not permitted within the homesite are: dog runs, walls and Jacuzzis.

- A. Awnings:** Mobilehome is required to have a carport awning that extends from the street edge of the home back towards the opposite end of lot not to exceed the edge of the home, a minimum distance of 40 feet or more and must be a minimum of 12 feet wide provided space allows the same. Patio awning must extend from the front edge of the home back a distance of 30 feet and be a minimum of 8 feet wide if space allows the same. If room does not permit a patio awning then the door on that side of the home must be covered with an eyebrow awning. All awnings must be of aluminum material in good condition. All awnings must have down drain gutters that extend to the drainage area of the Community. Awnings must have unitizing across the street side of the home to the outside edge of the awnings.
- B. Skirting:** A manufactured aluminum or masonite type skirting to match siding of home is required completely around the home. No wood, wire or other material is allowed. Brick or stone skirting may be allowed; however, it must first have the Community's approval. A minimum 1 1/2 square feet of ventilation is required for each 25 linear feet of skirting. The openings for ventilation shall be provided on at least two opposite sides as close to the corners as possible. When skirting is installed, an under floor access panel is required. The panel must be a minimum of 18 x 24 inches, unobstructed by pipes, ducts, or other equipment that may impede access.
- C. Roofing:** All roofing materials shall be made of fire-resistant materials which must be approved in writing by Management prior to installation. The color of the roof should conform to the mobilehome and must be approved in writing by Management.
- D. Steps/Porches/Rails:** Each mobilehome, where possible, will be required to have two (2) (front and rear) up and over steps, with landings, covered with indoor/outdoor carpet or sealed wood and approved railings around any porches, platforms, or stairs more than 30" high. Porches must be covered with the same material to match skirting.
- 1. Treads:** The stairway treads are not less than nine (9) inches in depth and all treads must not vary by more than 3/8 inch.
  - 2. Risers:** The stairway risers are a minimum of four (4) inches and do not exceed eight (8) inches in height and all risers must not vary by more than 3/8 inch.
  - 3. Handrails:** Handrails shall be not less than 30 inches, nor more than 34 inches in height, as measured vertically from the nosing of stair treads, or not less than 34 inches, nor more than 38 inches in height if constructed after July 7, 2004.
  - 4. Handgrips:** The handgrip portion of the handrail shall not be less than 1.5: nor more than 2" in cross-sectional dimensions or the shape shall provide and equivalent gripping surface. The handgrip portion shall have a smooth surface with no sharp corners.
  - 5. Guardrails:** The rail is installed at least 36 inches in height above the floor.
  - 6. Spaces between handrails:** The openings between intermediate rails are not more than nine (9) inches for porches constructed before July 7, 2004 or more than four (4) inches for porches constructed after July 7, 2004.
  - 7. Landings:** The landing, when required, is no lower than one (1) inch below the bottom of the home's door. The landing width and length size is not less than the door width.

E. **Storage Sheds:** Each space may have two storage sheds of an approved manufactured type of anodized material, as long as both combined do not exceed a maximum of 120 square feet. These storage sheds must be placed on the carport side of the home at the end of the driveway or at a location pre-approved in writing by Community Management. No storage bins will be allowed in or around carport or storage shed. All storage sheds must be, painted to match the exterior of the mobilehome, and kept in good condition. All storage sheds installed by Homeowner must be new and never used.

F. **Fences:** All plans must be approved by management before construction. Fences are not to exceed 42 inches in height across the front of the mobilehome. Fences are not to exceed 6 feet in height down the length and in the rear of home. Fences must have at a minimum two exits with no two exits on the same side. Fences higher than 42" shall not be located closer than 3 feet to the mobilehome, accessory building or structure, or building component.

7. **EQUIPMENT STANDARDS:** -All modifications to equipment on a mobilehome site, must receive written approval by management prior to application for building permits and/or start of work. Homeowner should always check with management when planning any equipment changes to his/her mobilehome or mobilehome site **before** incurring any costs associated with the change.

A. **Washers/Dryers/Air Conditioners or other Major Appliances:** No electrical, refrigerated, central air conditioners, washers or dryers or other major appliances are allowed to be hooked up to the Park utility system without prior park permission. Natural gas central air conditioners are allowed but all compressors must be placed on side of home or at an area near the rear of the lot away from the street so they are not visible from the street. Evaporated roof type coolers may be used in any mobilehome but must be painted to match the mobilehome.

B. **Accessory Equipment:** Prior to commencing installation of or changing the exterior accessory equipment and structures or installation of, or change in any appliance which is to be connected to the gas, electrical or water supply, Homeowner shall submit for the Community's approval a written plan describing, in detail, the accessory equipment or structure or appliance which Homeowner proposes to install or change. Any accessory equipment, structure or appliance installed or changed which does not conform with the Community's standards shall be removed by Homeowner within thirty (30) days of receipt of written notice from Community.

C. **Antennas:**

1. **Placement of Satellite Dishes.** This rule applies to the placement on a manufactured home or leased homesite of a dish designed to receive broadcast satellite service or other video programming services (referred to as a "satellite dish"). Regulations of the Federal Communications Commission (the "FCC") do not allow management to prohibit installation of satellite dishes of one meter diameter (39 inches) or smaller on homes, but they do allow reasonable restrictions affecting placement, appearance or installation. A satellite dish installed by a resident of the Community must be affixed to the resident's home or improvements or the ground within the resident's homesite in a location not visible from the street. If placement in such a location impairs the quality of reception, a partially visible satellite dish colored to blend with its surroundings may be placed on the home or homesite in the most unobtrusive location possible, attractively shielded from view to the extent feasible. In all instances, the satellite dish must be securely affixed and placed in a



manner that will not constitute a hazard. Satellite dishes larger than one meter in diameter are prohibited. Plans for installation must first be approved in writing by Community management.

2. **Placement of Television Antennas.** This rule applies to the placement on a manufactured home or leased homesite of an antenna designed to receive over the air broadcast signals from local VHF and UHF television stations. Regulations of the Federal Communications Commission (the "FCC") do not allow management to prohibit installation of such antennas on homes, but they do allow reasonable restrictions affecting placement, appearance or installation. In order to maintain an attractive community, residents are strongly urged to rely on indoor antennas, cable or master antenna distribution rather than install visible outdoor antennas. Efforts have been initiated to urge change or reinterpretation of FCC regulations so that outdoor antennas may be prohibited. Residents are advised before spending money on an antenna that such an antenna may later be prohibited. If a resident nevertheless decides to install an outdoor antenna, it must be affixed to the resident's home or improvements or the ground within the resident's homesite in a location not visible from the street. The antenna must be no higher than 12 feet above the roof line or larger than needed to receive a signal of reasonable quality. If such placement impairs the quality of reception, a partially visible antenna may be placed on the home or homesite in the most unobtrusive location possible, attractively shielded from view to the extent feasible. In all instances, the antenna should be securely affixed and placed in a manner that will not constitute a hazard. Plans for installation must first be approved in writing by Community management.

3. **HAM ANTENNA:** A HAM radio antenna may not be higher than 12 feet above the roofline. HAM radio antennas that are in the Community as of the initial effective date of these Rules and Regulations may stay in the Community. New HAM antennas must be approved in writing by Management prior to installation and Homeowner must submit to Management documentation of Homeowner's license to operate a HAM radio. A HAM antenna must be removed when the Resident operator moves from the Community or is no longer in use.

**E. Exterior lighting:** Any exterior lighting must be of a type and placed so as not to be objectionable to neighbors or as would constitute a traffic hazard, including, without limitation, flood and/or security lights pointing into a neighboring residents' mobilehome, lights pointing directly into the street, or motion sensor lights that are not activated by cars or persons walking in the street. Outside lighting is recommended by Management, within these guidelines.

**F. Passive Solar Panels:** Prior to installation of passive solar panels Homeowner must obtain Community Management's written approval in regards to the amount and location of the panels.

8. **SPACE/LOT STANDARDS:** Homeowner shall maintain the homesite in good condition and repair and in a neat, clean, safe, attractive and well-kept fashion. Landscaping must be regularly maintained and space must be free of debris.

Patio furniture and barbecue equipment on the patio and storage cabinets that are neat and clean and approved in writing by Community management are the only freestanding items permitted outside of the mobilehome.

Prior to commencing any landscaping work, including additions, deletions or changes to existing landscaping, Homeowner shall submit a detailed landscape plan to Community for written approval.

All concrete, asphalt and other surfaces such as patios and hardscape shall be kept clean, neat and maintained free of oil and all other sticky, soapy or oily substances, and maintained in good repair and condition.

To avoid damage to underground utilities, Homeowner must obtain the written consent of the Community prior to digging or driving stakes or rods into the ground. Homeowner is responsible for any damage caused as a result of digging upon the space.

Towels, rugs, clothing, or laundry of any kind may not be hung outdoors in view from the street on the lot at any time.

**A. Landscaping:** Each Homeowner shall landscape his/her lot in a clean, attractive and well-kept fashion. No landscape plans shall be undertaken without Community Management's prior written approval. Landscape of homesites or changes to existing landscape shall be completed within sixty (60) days of the date the rental agreement is signed or issued or the date work is first commenced.

Because of the infinite variety of living and non-living objects which may be used in landscaping, it is impossible to describe all things which the Community will or will not accept as landscaping. Consequently, the following general landscape standards are provided only to assist Homeowner in this preliminary planning. The Community's general landscape standards are:

1. The Community encourages Homeowners to use discretion as far as lawn, flowers and shrubs are concerned;
2. If rock is incorporated in the landscape plan, plastic ground cover must be placed under the rock to prevent weeds from growing up through the rocks;
3. The Community must approve the type and placement of trees planted. Trees must be planted in Community approved planters or in such a manner as to not interfere with plumbing or other utilities;
4. A limited number of statues, plastic fountains, birdbaths, yard art and fences are permitted with Community approval.
5. All plans for landscaping and hardscaping must be approved in writing by management.

**B. Removal of Landscaping:** When vacating lot, you may with the Community's prior consent and at your own expense, remove all such landscaping planted by you, provided you repair all damage to property caused by removal and leave the lot in similar condition and grade prior to landscaping. If landscaping is not removed, all plantings and/or other improvements put into or attached to the ground become part of the space and will be the property of the next resident of the space and may not be removed without Community permission.

**C. Landscape/Tree maintenance:** All landscape shall be maintained by the Homeowner in a neat, orderly, clean and weed-free condition, including keeping any trees on the Homeowner's Homesite neatly trimmed on a daily basis. Arrangements must be made by tenants to ensure space properly maintained during tenants absence. Trees, including those located on Homeowner's Homesite, may not be removed by Homeowner without the Community's written consent unless the removal is requested by the Community. No tree or shrubbery is allowed which does or may develop a root structure which causes cracking, buckling, or otherwise interferes with streets, driveways or other Community facilities.

Grass must not exceed 3 inches in height, leaves must not be allowed to accumulate on homesite, vines must be kept pruned and prevented from compromising exterior siding of home. Landscaping cannot encroach onto the neighboring homesite/s. Water hoses must be coiled up when not in use.

With respect to trees on rental spaces in the Community, Community management shall not be responsible for the trimming, pruning, or removal of any tree, and the costs thereof, unless written notice by a homeowner or a determination by Community management that the tree poses a specific hazard or health and safety violation.

These rules shall not apply to alter the terms of any rental agreement in effect prior to January 1, 2001, between the park management and the homeowner regarding the responsibility for the maintenance of trees and driveways within the Community, except that upon any renewal or extension, the rental agreement shall be subject to these rules. These rules are not intended to abrogate the content of any existing rental agreement or other written agreements regarding trees or driveways that are in effect prior to January 1, 2001.

These Trees and Driveways rules shall only apply to rental agreements entered into, renewed, or extended on or after January 1, 2001.

- D. Outside Storage:** Unless specifically permitted by the Community's written statement, nothing may be placed or stored outside of the home or storage shed(s) except as follows: Patio furniture that is designed for outdoor use, operable bicycles and barbecue equipment, all of which are to be maintained in an good and usable condition. All such permissible items must not be in a deteriorated condition, displaying rust or chipped paint.

Storage is not allowed under the mobilehome, and all materials or debris gathered or accumulated there must be removed immediately upon request of management.

Nothing is to be hung outside of the home or shed to dry or air or for any other purpose, nor stored beneath the mobilehome, except hitches, wheels and lights removed from the mobilehome.

- E. Trash:** All trash must be kept in a concealed place, and Homeowner shall not litter any area of Community nor shall any trash or rubbish be stored outside the mobilehome. All recyclable items must be kept in Homeowner's shed or trash containers. Trash includes all grass cuttings, leaves, and other yard debris.
- F. Pest Control:** Each Homeowner is responsible for effective extermination of infestation of insects, rodents, vermin or other pests on homesite.
- G. Pedestal Area:** The utility pedestal area (electric, gas, water and sewer hookups) must be accessible at all times with a minimum clearance of 24 inches on either side of same and shall not be covered in any manner. If the Community's gas or water shut-off valves for the main lines are located on Homeowner's homesite, it must be kept uncovered and accessible at all times. Homeowner will bear the cost of any repairs to any utility damaged by Homeowner. All utility connections must be kept in safe, leak proof, accessible and operative condition at all times.
- H. Utility easements:** Easements for the installation and maintenance of utilities and drainage facilities have been reserved throughout the Community. Within these easements no structure,

planting or other material will be permitted that may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow for drainage channels in the easements.

- I. **Driveway Maintenance:** Oil and rust stains on driveways must be removed and/or repaired by Homeowner on a regular basis. Homeowners are responsible for all repairs and replacements associated with Homeowner negligence except those caused by park negligence or where the utilities up to the mobilehome's meters may have caused the damage. A homeowner may be charged for the cost of any damage to the driveway caused by an act of the homeowner or a breach of the homeowner's responsibilities under the rules and regulations so long as those rules and regulations are not inconsistent with the provisions of the Civil Code.

Park management shall be solely responsible for the maintenance, repair, replacement, paving, sealing, and the expenses related to the maintenance of all driveways installed by park management including, but not limited to, repair of root damage to driveways. Root system damage to driveways may result in removal of trees or bushes.

Homeowners shall be responsible for the maintenance, repair, replacement, paving, sealing, and the expenses related to the maintenance of a homeowner -installed driveway.

- J. **Holiday Decorations:** All holiday decorations must be removed no later than 14 days after the holiday.

- K. **Signage:** A Homeowner may display signs advertising the sale of his/her mobilehome during the period of time that the mobilehome is offered for sale and prior to actual sale. The sign may not exceed 24" x 36" and shall be displayed in a neat and secure manner. Signs posted in front of a mobilehome may be of an H-frame or A-frame design with the sign face perpendicular to, but not extending to, the street. No post and single armed, staked signs are permitted. No handwritten signs are permitted. One sign per mobilehome. Open House signs are permitted only between the hours of 9:00 a.m. and 4:00 p.m. on the days a Community representative is on site. A homeowner or resident may display a political campaign sign relating to a candidate for election to public office or to the initiative, referendum, or recall process in the window or on the side of a manufactured home or mobilehome, or within the site on which the home is located or installed. The size of the face of a political sign may not exceed six square feet, and the sign may not be displayed in excess of a period of time from 90 days prior to an election to 15 days following the election.

9. **CHARGE FOR FAILURE TO MAINTAIN:** In the event of failure to properly trim trees, maintain the landscape or maintain the lot in a neat and orderly fashion, or to store and maintain personal property upon fourteen (14) days written notice, Community management may enter upon Homeowner's site and proceed to have such trees trimmed or removed and/or lot maintained, and/or personal property removed and stored and charge Homeowner the amount so incurred as additional rent payable with the next month's rent.

10. **DAMAGE TO INDIVIDUAL SPACES, COMMON AREAS:** Homeowner agrees that all personal property including the mobilehome placed on the site shall be at Homeowner's risk and Kearney Lodge shall incur no liability for loss or injury with respect thereto or with respect to any property or persons due to causes including but not limited to, fire, explosion, flood, smoke, water escape, changes in level of underground water table, windstorm, hail, lightning, freeze, aircraft, vehicles (other than those operated by and for the Community), earthquake, mudslide, and insect or rodent damage of any nature whatsoever. Homeowner

further agrees to hold Kearney Lodge harmless from any liability arising from injury to person or property caused by any act or omission of the Resident, his family, licensees or invitees.

- A. **Injury To Premises:** Homeowner shall do nothing to injure, damage or wantonly destroy his/her mobilehome, any accessory, any landscape or other appurtenances located on his/her lot nor any property belonging to other Homeowners or the Community. If any portion of the exterior of the home or its accessory equipment or structures or homesite area are damaged or worn out, the damage must be repaired or item replaced within thirty (30) days. This includes, but is not limited to, damage to the siding of the home or storage shed, awning supports, down spouts, skirting, steps or porch. Homeowner must obtain Community's consent prior to doing any major repair or painting of the exterior of his/her mobilehome or storage shed.
- B. **Insurance/Loss:** Homeowner shall maintain adequate liability and fire insurance coverage on Homeowner's mobilehome, and provide written proof to the Community management of such coverage annually. The Community is not responsible for any loss due to fire, accident, theft, malicious mischief, or any other loss whatsoever which arises by reason of any other cause than the specific negligence or intentional act of management. Homeowner assumes all risk of loss due to any cause whatsoever other than the exceptions named above.
- C. **Vacant Spaces:** It is strictly forbidden for any Homeowner or his/her guests to enter onto or use for any purpose any portion of any vacant space within Community.
- D. **Injury to Community Property:** Homeowners and their guests are not permitted to engage in any dangerous, reckless, injurious or harmful activities in the streets or common areas of the Community, that may result in injury or damage to Community property. In the event that Community property is damaged, the Homeowner or guest will be responsible for paying damages within 14 days from incident.
- E. **Riding:** All bicycles, skates, skateboards, rollerblades, scooters, etc., must be used in a safe and careful manner in accordance with traffic laws, and any other applicable laws or statutes. Such activities are undertaken at Homeowner's own risk, and Homeowner agrees to hold the Community harmless and indemnify the Community for any and all damages, including any damages to Community property, which might be caused as a result of Homeowner's participation in such activities. No bicycles, skates, skateboards, roller blades, scooters, etc., are permitted in the recreation hall, pool area, laundry area, tennis or shuffleboard courts or other common areas of the Community. Bicycles, skates, skateboards, roller blades, scooters, etc., are permitted on the streets and established trails; however, they are not permitted on ramps or sidewalks to avoid injury to Community property.
- F. **Nuisance/Waste/Encroachment/Trespass:** No person shall act, contribute to, or engage in any purposeful or neglectful behavior which amounts to a nuisance in the Community. A nuisance includes without limitation anything which is injurious to health or safety, including the illegal sale of controlled substances, or is indecent or offensive to the senses, or obstructs the safe and free use of property, or which interferes with the comfortable enjoyment of life or property in the Community. No person shall commit or allow waste in the Community. No person shall encroach or trespass in any area of the Community which is not intended for general use by the residents and their guests. For example, without limitation, all gas, electric, water, and sewer connections and other tools and equipment connected with utility services, must be avoided and not tampered or interfered with.

- G. **Drainage:** No one may alter existing drainage or grading of the Space without the Community's prior written consent.
- H. **Disposal of Toxic Chemicals:** No one may dispose of any oil, gasoline, and other toxic chemicals in the Community under any circumstances. All chemicals of this nature must be disposed of in authorized toxic disposal sites.
- I. **Breakdown or Deterioration of Physical Improvements:** With respect to a sudden or unforeseeable breakdown or deterioration of physical 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. 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.
- J. **Conditions Requiring Repair:** Any Homeowner or other resident who discovers any condition in the Community requiring repair must bring the condition to the Community manager's attention in writing as soon as possible.

11. **VEHICLES:**

- A. **Allowable Vehicles:** Only two (2) passenger vehicles, pickup trucks or vans used for passenger purposes are allowed for each homesite unless expressly permitted by Community in writing. No more than three (3) vehicles will be permitted only if the driveway of the homesite will accommodate three vehicles without any vehicle extending into the street. Homeowner's vehicles must be operable and have a current license. Homeowner may not park their vehicles in any other Homeowner's driveways or in guest parking. Any other vehicles owned by Homeowner must be parked out of Community. Guests must park their vehicles in Guest Parking area.
- B. **Parking and Use:** Parking of Homeowner's vehicles is permitted only on Homeowner's homesite and may only be parked on the driveway, and not on the landscaped or other areas of the homesite. Street parking is allowed only to load and unload, provided the street is not blocked. No vehicle may be parked overnight on the street. Homeowner shall not park in areas designated as Guest Parking without express written permission of Community which may withhold such permission in its discretion. Guest vehicles must be parked on tenant's driveway, providing the total number of vehicles do not exceed number allowed, or in Guest Parking area. No Homeowner or guest may park in any area designated as a fire lane. Community is not liable for any damages to vehicles, including damages due to collision, malicious mischief, theft, vandalism or any cause whatsoever, related to vehicles parked on the Community premises. Improperly parked vehicles may be towed at owner's expense. Additionally, vehicles may not be stored in the Homeowner's designated parking space. Vehicles parked in the same space for 96 hours will be presumed to be stored, and may be towed, unless other arrangements are made with Community management, in writing, in advance. Homeowner hereby gives the Community the express permission to tow any of Homeowner's vehicles which is illegally parked or stored either on the Space or anywhere in the Community. Homeowner specifically waives any injury or damage to the vehicle while it is being towed.

No Homeowner may park recreational vehicles (RV's) on the Space. RV's may only be parked in areas in the Community specially designated for RV Parking. Homeowners interested in storing

their RV at the designated area should consult Community management for an RV Agreement and fees. RV's may be parked on the street for purposes of loading and unloading, for a period of time not to exceed four hours. Homeowner shall furnish to Community a copy of the current registration of all stored RV's. All vehicles must be operated in a safe manner at all times. Residents and their guests must obey all posted traffic control signs, (e.g. stop signs, no parking signs, speed limit signs, etc.). Vehicles may not be parked on the mobilehome lots, whether automobiles, recreational vehicles, golf carts, trailers, tows, or the like. Any such vehicles are to be stationed in the parking areas or assembly centers for the appropriate kind of vehicle. Repairing or washing vehicles may not take place in the streets.

- C. **Maintenance:** Resident's vehicles are not permitted in the Community if they are not regularly maintained in normal operating condition. This includes, but is not limited to, vehicles whose exterior appearance has deteriorated to a point where they are unsightly and detract from the appearance of the Community or vehicles which contain overcrowded and/or oversized loads that are visible to other persons and may cause visibility issues for the driver of the vehicle. Excessively noisy vehicles are not permitted in the Community. Vehicles dripping gasoline, oil, or other fluids or substances must be kept out of the Community until repaired in order to prevent damage to the pavement and environment. Except for minor repairs, no major maintenance, repair or other work of any kind on any vehicle, boat or trailer may be done in the Community. **Absolutely no changing of oil, transmission fluid, or antifreeze is permitted in Community.**
- D. **Other Vehicles:** No Homeowner or guest shall operate a motor scooter, minibike, or any other two- or three-wheel motorized vehicle in the Community without the prior written consent of Community management. Licensed street-legal motorcycles may be ridden to and from Community entrance in an orderly manner provided they are not loud and disturbing. No Homeowner or guest shall operate golf carts within the Community.
- E. **Storage:** No boats, campers, travel trailers or other recreation vehicle shall be parked anywhere in the Community other than in the designated storage area and only upon execution of an agreement with Community and at the prevailing rental rate. Community management shall have discretion to refuse to rent storage space for inoperable boats, campers, travel trailers, or other recreational vehicles.

## 12. RECREATION RULES:

- A. **General:** The Community facilities and green spaces are provided for the use of the Homeowners, residents, and Homeowners' guests and for no one else without the prior permission of the Community. Use of the facilities shall be in accordance with the hours and rules posted in the facilities themselves in addition to the rules contained herein.
- B. **Curfew Hours:** All Community facilities and Green spaces are to be vacated by 10pm daily.
- C. **Use by individuals:** The Community's clubhouse and recreational facilities may be used by Homeowner, residents, and guests daily, with the exception of scheduled uses. The number of guests who may use the Community facilities at any one time is limited to two (2) per space, unless permission for additional guests is obtained from management. Guests shall at all times be accompanied by the Homeowner while using any of the recreational facilities.
- D. **Alcoholic Beverages:** No alcoholic beverages may be consumed in any area of the Community which is open to all Homeowners and guests.

- E. **Clubhouse/Recreation Room:** The use of the Clubhouse/Recreation Room by Homeowner and guest is restricted to the rules and hours posted at the clubhouse. The use of the recreational facilities and kitchen facilities for private parties requires a request in advance and the posting of a security deposit. Said parties must not conflict with Community planned activities. No resident may rent out any Community facility and collect a fee for same.
1. **Attire:** Persons using the clubhouse must be dressed in normal street attire. They must wear shirts or jackets. No bathing apparel or bare feet are permitted.
  2. **Use:** Facilities may not be used for parties, meetings, or other gatherings without written permission of the Community owner or Community manager, who may not unreasonably withhold that permission. At no time may any such function be open to the public at large. Any Homeowners wishing to obtain this permission must:
    - a. Pay a refundable deposit of \$50.00 (unless the function is open to all tenants in the Community), which will cover any damage, clean-up or loss of key.
    - b. Indicate in writing:
      - (1) Who will be personally responsible for the conduct of the meeting and for cleanup and for any damage to the Community's equipment, buildings, and facilities;
      - (2) The number of people who will attend;
      - (3) The nature of the gathering (e.g. social, recreational, political, etc.);
      - (4) When the event will start;
      - (5) When the event will end;
      - (6) What Community facilities or equipment will be used.
  3. **Permission:** If Community management gives written permission for use of the facilities, the gathering may take place.
  4. **Damages:** Management may deduct the cost of any damage or the cost of cleaning from the deposit. Damages in excess of amount of deposit will be billed to responsible person.
  5. **Hours:** Facilities hours, rules and regulations are posted in each facility. No one may use or attempt to use Community facilities at any time other than those posted at the facility.
- F. **Swimming Pool:** THERE ARE NO LIFEGUARDS AT THE POOL, USE OF THE POOL BY HOMEOWNER AND HIS/HER GUESTS IS AT THEIR OWN RISK. Children under the age of 14 can not use the pool without a person who is 18 years of age or older. The use of the swimming pool by the Homeowner and his/her guests is restricted to the rules and hours posted at the pool. Homeowner must vacate the pool together with all guests at the direction of the management if management determines that posted rules are being violated or if the pool needs to be closed for any purpose.
- G. **Laundry Room:** Use of the laundry lines or other laundry facilities provided by the Community is at your own risk of loss or damage to clothing or other items. Use of the laundry facility is governed by the posted rules and hours at the laundry room facilities.



13. **PETS:** Up to 2 house cats and/or dogs will be allowed to stay in the Community if it/they meet/s the requirements listed in the Community's pet rules and regulations. If Homeowner desires to keep a house pet in the Community, Homeowner must have the express written permission of the Community and Homeowner must sign and obey Community's separate Pet Agreement specifying the rules for keeping pets prior to bringing the pet into the Community.

Violation of these pet rules or the Pet Agreement may result in the termination of the resident's right to keep the house pet in the Community. If any of the rules regarding house pets is violated, and such violation is noted by the Community or a valid complaint is made by another Resident, the Resident owner of the house pet may be given a legal notice in writing stating that the right to keep a pet within the Community is terminated for non-compliance. Failure to obey such a notice may result in further legal action including eviction for rules violation.

If a house pet is lost or dies, written permission to acquire a new house pet must be obtained from the Community Management. In the event of pet offspring, Management must be notified and written permission must be obtained for the offspring to stay in the Community for an interim period.

The types of house pets permitted are: dogs, cats, small birds, fish and other usual household pets approved by Community Management. Non-house pets are prohibited. Strange and exotic pets are prohibited. Each house pet must be licensed and inoculated in accordance with local law.

All State and local leash laws will apply within the Community. House pets running loose in the Community will be taken to Animal Control. Recurring violations of this rule will lead to the loss of the privilege to maintain a house pet and possible legal action.

House pets will not be allowed in the clubhouse, laundry or any recreational area or common areas at any time. House pets will not be allowed to cause any disturbance which might annoy neighbors, including but not limited to, barking, growling, biting, excessive noise, or any other unusual noises or damage. Under no condition are house pets to invade the privacy of anyone's homesite, flowerbeds, shrubs or other personal property or space.

House pets should be taken off the premises when exercising. All droppings must be picked up, put in a closed plastic bag, and placed in the trash immediately. Guests are not permitted to leave visiting house pets in their car. Guests are to make certain that they adhere to the Community's pet rules.

No exterior pet housing is permitted in the Community. This includes, but is not limited to, any type of confining barricade or structure. The tying of house pets outside the mobilehome and leaving them unattended is prohibited.

Excrement of house pets on Homeowner's space must be picked up daily and disposed of in a closed plastic bag and placed in a trash container.

Homeowner is responsible for any damage to persons, Community property or the property of other Homeowners caused by the house pet, including waste and any disturbances or annoyances caused within the Community. If Homeowner's pet becomes violent after execution of the Pet Agreement, Homeowner must remove the house pet from the Community immediately.

14. **FEES:** All fees chargeable to the Homeowner pursuant to the Lease and the Rules and Regulations, including, but not limited to, late fees, returned check fees, guest fees, maintenance or storage fees shall be deemed "additional rent."

15. **MOBILEHOME REGISTRATION:** Homeowner shall furnish to Community a copy of the registration of the mobilehome located on Homeowner's space. Homeowner shall furnish Community with a new copy of the registration if any changes occur in the legal or registered ownership. Additionally, the Homeowner shall keep the registration of the mobilehome current at all times. In the event Homeowner fails or refuses to provide a current copy of the registration, the Community will obtain a copy from Department of Housing and Community Development and the Homeowner will be liable to the Community for reimbursement of the expense incurred in obtaining the registration information.
16. **COMMERCIAL ENTERPRISE OR SOLICITATION:** No Homeowner may engage in any type of commercial business that involves entry of others to the Community or use of the Community water, sewer, or mail service. No garage, patio, or rummage sales are permitted on the homesite without express written permission is obtained from Community, and no signs advertising such sales elsewhere are allowed. No commercial solicitation is permitted in the Community. Door-to-door selling, distribution of handbills or advertisements, and all other forms of solicitation are not permitted, except as allowed in the California Civil Code. Other solicitation may be permitted only with prior approval by management. Only In-Community Services are permitted.
17. **COMMUNITY PERSONNEL:** Residents shall not request assistance for personal reasons from Community employees during employees working hours, except in emergency situations. Any Resident hiring any Community employee hereby understands that such employee is not covered by insurance by Kearney Lodge for private jobs that they might do for Residents during their off-hours time.
18. **HOMEOWNER COMPLAINTS:** Homeowner complaints regarding Community facilities and management must include details such as the nature of the problem, the date, time and place it occurred or was observed. The complaint must be typewritten or otherwise written to be legible, and any such complaints must be signed and dated by the submitting Homeowner. Homeowners should be aware that it is the responsibility of the residents of the Community to settle among themselves such issues as would normally occur in any neighborhood. Management will not interfere in or attempt to settle disputes of this nature unless attempts have been made to settle disputes among residents first. City or county authorities should be notified by Homeowner when appropriate. Documentation of Homeowner complaints regarding the conduct or activities of other tenants must include details such as the nature of the complained-of activity, the date, time, and place it occurred or was observed and the names, if known, of the persons involved. The complaint must be typewritten or otherwise written to be legible, and any such complaints must be signed and dated by the submitting Homeowner. These complaints will be retained in the Community files. Should the situation escalate into a Community-related rather than a neighbor-related issue, Homeowner agrees that any submitted complaint may, if necessary, be used in court and the complaining party may also be required to appear in court to testify. All complaints should be mailed to the Community office or delivered to the Manager in the Community office. Community reserves the right to enforce rules and regulations in its discretion, and Homeowners, residents, and guests are each responsible for compliance with rules and regulations, regardless of enforcement or non-enforcement by Community as to others.
19. **RESIDENT/GUEST CONDUCT:** Homeowner shall not violate any terms or conditions of the Rules and Regulations that are in force between Homeowner and Kearney Lodge ("Community"). Homeowner and his or her guests shall not violate any local, state, or federal law while located anywhere on the Community premises, including, but not limited to Homeowner's mobilehome.

Homeowner may not engage in or allow any conduct which is a substantial annoyance to other tenants or management, violates any other tenant's Quiet Enjoyment, threatens or displays violence to any other resident or guest or threatens damage to property. Homeowner's must act reasonably to avoid the creation

of a nuisance as defined above. Loud talking or other noise between the hours of 9:00 p.m. and 8:00 a.m. is prohibited. Audio and visual equipment, musical instruments and other devices may not be used so as to disturb other residents. The use of power tools and landscaping equipment by Homeowners or contractors is restricted to the hours between 8:00 a.m. and 5:00 p.m. except under emergency circumstances.

Persons under the influence of alcohol or any illegal substance shall not be permitted in any area of the Community which is generally open to Homeowners, residents and guests. In addition, Homeowner and/or his or her guests may in no way harass, intimidate, annoy, threaten or display any acts of violence toward Community personnel or their agents, including, but not limited to the Community management, maintenance personnel or Contractors hired by the Community to perform work in the Community.

In addition, Homeowner shall immediately correct any deficiency noted in any Community or public agency health and safety inspection for which the Homeowner is primarily responsible. Homeowner acknowledges that a violation of these provisions will be grounds for his or her eviction from the Community.

### **Addendum I:**

#### ***Animal Agreement and Rules***

All Kearney Lodge residents must obtain written permission from Park Management to keep any small domestic house pet, and must execute this Animal Agreement and Rules with an attached photo. Resident understands and agrees that only the animal registered on this agreement is allowed at Kearney Lodge, and that no animal of any guest of a resident is allowed in the Park. Any animal not registered and approved by the Park Management will not be allowed to remain in the Park. Please note that per HUD policy memo, if a certain breed of dog or a certain animal causes the Park insurance carrier to cancel, substantially increase the costs of the insurance policy, or adversely change the policy terms, then this imposes an undue financial and administrative burden on Kearney Lodge, and the animal will not be allowed.

#### *Types of animals allowed:*

1. *Small dogs* not to exceed 17" high measured at the top of the shoulders when mature
2. *Service Dogs with papers.* A dog individually trained to do work or perform tasks for the benefit of an individual with a disability. The work or tasks performed by a Service Dog must be directly related to the handler's disability.

Is this a Service Dog that is required because of a disability? \_\_\_\_\_

(2) What work or tasks has the Service Dog been trained to perform? \_\_\_\_\_

3. *Assistance or Emotional Support Animal with papers.* For individuals with a disability (i.e., a physical or mental impairment that substantially limits one or more major life activities), requiring a disability-related need for an Assistance or Emotional Support Animal. Examples of a disability-related need could be providing work, assistance, performing tasks or services for the benefit of a person with a disability, or providing emotional support that alleviates one or more of the identified symptoms or effects of a person's existing disability. Individuals requesting reasonable accommodation for Assistance or Emotional Support Animal where the disability is not visibly apparent must provide documentation from a physician, psychiatrist, social worker, or other licensed mental health professional that the animal provides emotional support that alleviates one or more of the identified symptoms or effects of an existing disability. The Assistance or Emotional Support Animal

will be required to comply with all regulations within the Park. Failure to comply with the Park's regulations could result in the required removal of the Assistance or Emotional Support Animal.

4. *Cats*
5. *Small caged birds*
6. *Rabbits, hamsters (or other rodents), reptiles*
7. *Fish*

*Because of the nature of mobilehome park living, the following rules have been established for keeping animals at your space:*

1. Resident is limited to a maximum of two pets such as dogs, cats, or birds or the animals listed under number 6 above. An unlimited number of fish are allowed.
2. All dogs, including Service Dogs, Assistance, or Emotional Support Animals shall refrain from excessive barking, snarling, growling, lunging, or any other behavior which would annoy other residents and their guests or cause a disturbance.
3. Title 25, Section 1114, requires that animals do not run loose in mobilehome parks. Therefore, animals not kept inside your mobilehome, must be kept on a leash and in control by the resident at all times the animal is outside.
4. Walking your animals is permitted, provided these animals are on a leash and any excrement is picked up immediately and disposed of in a sealed bag and placed in a common trash container or your trash container. DO NOT dispose of excrement in another resident's trash can.
5. You may not allow your animal to urinate on resident trash cans or common area buildings or facilities.
6. Animals are not permitted in clubhouse, recreation, playground, or pool areas.
7. Animals are not permitted to enter another resident's space without that tenant's permission.
8. Each animal must be licensed and vaccinated in accordance with all applicable state, city, and county requirements.
9. Excessive noise caused by your animal is not allowed.
10. We encourage animals to be spayed or neutered. However, in the event of offspring, the Management must be notified and written permission must be obtained for the offspring to stay in the park for an interim period.
11. Excrements of your animal on your space must be picked up daily and disposed of in a sealed bag and placed in your trash container.
12. Resident understands that he/she is responsible for any damage to Park property or the property of other residents caused by the animal including waste and any disturbances or annoyances caused within the Park.
13. If resident's animal becomes violent after this agreement is signed, resident must remove the pet from the park immediately.

This Animal Agreement is for the animal listed below only. A separate Animal Agreement is required for each Animal and before any additional or replacement pet is obtained.

Violation of any of these rules will cause Management to revoke this agreement and cause removal of the animal from the Park.

NAME OF ANIMAL: \_\_\_\_\_ SPACE #: \_\_\_\_\_

Kind of animal: \_\_\_\_\_ Breed: \_\_\_\_\_

Physical Description: Height: \_\_\_\_\_ Age: \_\_\_\_\_ Color: \_\_\_\_\_

Distinguishing Marks: \_\_\_\_\_

I have read the above rules and I understand and accept that any violation of these rules will result in revocation of this pet agreement.

**Addendum II:**

**Pool/Wading Pool Agreement**

I, the undersigned, understand and fully appreciate the potential danger of injuries and damages which occur with respect to use and operation of swimming pools and/or wading pool and adjacent areas and facilities.

I also understand and fully appreciate that were the Park to provide lifeguards or other supervision in and about the pool and/or wading pool area, the increased expenses would necessarily cause related increases in rent.

In consideration for the Park's forbearance from raising rents to provide for the expenses of lifeguards or other supervision in and about the pool and/or wading pool, and in consideration of being permitted the use and enjoyment of the swimming pool and/or wading pool and adjacent areas and facilities, I hereby agree to release, indemnify and hold harmless the Park owners, operators, employees, agents and representatives from any and all claims of any kind, whether for damages, injuries or otherwise, resulting from the use of the swimming pool and/or wading pool, and the adjacent areas and facilities, by myself, my spouse, my children, other members of my household (collectively "members of my family") or my guests.

I understand that nothing in this Agreement will be construed as a waiver of claims based on the negligence or willful acts of the Park owners, operators, employees, agents and representatives.

This agreement is intended as a full and complete release as to any and all claims resulting from the use of the pool and/or wading pool, the adjacent areas or facilities, and also notwithstanding Civil Code Section 1542 which provides that : "A general release does not extend to claims which the creditor does not know or suspect to exist in his/her favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor," and I do hereby release the Park Owners and the Park from any and all such claims in the future.

Unless a term is defined in a different manner to the context in which the term is used indicates that a different meaning is intended, the definitions contained in the Park's current rental Agreement and Rules and Regulations shall apply to the terms used in this Agreement.

Additionally, I and my household members and guests agree to abide by the following Rules and Regulations governing the use of the Pool/Wading Pool and adjacent areas:

Use of the Pools/Wading Pool is allowed during daylight hours.

The Pool gates shall be shut at all times, except while entering and exiting.

The Pools/Wading Pool will be locked just before dusk.

All guests must be accompanied by an adult tenant while at the Pools/Wading Pool.

Only two guests per resident are allowed to use the Pools/Wading Pool.

Children using diapers may use the Pools/Wading Pool only if they wear swim diapers *with* a bathing suit or plastic pants.

Any child under 14 must be accompanied by an adult tenant of 18 years or older.

Teens between the ages of 14 and 18 may use the Pools/Wading Pool unsupervised, but may not provide supervision for younger children or guests.

No pets allowed on the Pool deck or in the Pools/Wading Pool.

Any type of nudity is prohibited.

Excessive displays of affection, making out, etc. not allowed on the Pool deck or in the Pools/Wading Pool.

All people using the Pools/Wading Pool must be dressed in appropriate swimwear only. No t-shirts, cut-offs, street clothes, etc. allowed.

Rashguards or swimshirts may be used in the Pools/Wading Pool. Appropriate swimwear can be defined as: board shorts, swim trunks, bikinis, and one-piece swimsuits.

No smoking or tobacco or drug use is permitted in or around the Pools/Wading Pool and adjacent areas.

No alcoholic beverages or glass containers allowed in the Pools/Wading Pool, or the Pool deck.

No radios, amplified or loud music allowed in Pools/Wading Pool, deck or adjacent areas.

No medium or large inflatables allowed in the Pools/Wading Pool.

Noodles are allowed for flotation, but may not be used to slap the water, hit other swimmers or be thrown.

No diving, cannonballing or jumping into the Pools/Wading Pool from the Pool deck.

No running, pushing, shoving or horseplay permitted on the Pool deck or in the Pools/Wading Pool.

No throwing or bouncing of toys or balls on the Pool deck, in the pool area or in the Pools/Wading Pool.

Do not sit, hang, or pull on the Pool Rope. Do not remove Pool Rope.

No playing with pool equipment or on pool ladders allowed.

Persons having skin lesions, sore or inflamed eyes, mouth, nose or ear discharge in the previous 14 days shall not be allowed in the Pools/Wading Pool.

Persons having currently active diarrhea or who have had active diarrhea within the previous 14 days shall not be allowed to enter the Pools/Wading Pool.

Persons with seizures, heart or circulatory problems are advised to swim with another person at all times.

The Pools/Wading Pool are primarily for the enjoyment of tenants of Kearney Lodge. Be considerate of the other people while using the Pools and Wading Pool. Please keep in mind that the use of the Pools/Wading Pool can and will be revoked if these Rules are not abided by.

I agree to the Rules and Regulations regarding the use of the Kearney Lodge Pools/Wading Pool.

The above rules and regulations, addendums, and all separate rules and regulations whether published or posted in Community facilities are by this reference incorporated into the Rental or Lease Agreement that governs the tenancy in the subject property.

HOMEOWNER, BY SIGNATURE BELOW, ACKNOWLEDGES THAT HE/SHE/THEY HAS READ THE ABOVE RULES AND REGULATIONS AND AGREES TO ABIDE BY THE SAME DURING HIS/HER/THEIR RESIDENCY IN THE COMMUNITY. THESE RULES AND REGULATIONS MAY BE CHANGED ACCORDING TO THE PROVISIONS OF THE MOBILEHOME RESIDENCY LAW. HOMEOWNER FURTHER ACKNOWLEDGES HAVING RECEIVED A COPY THEREOF.

DATE:

SPACE NUMBER:

HOMEOWNER:

HOMEOWNER:

HOMEOWNER:

