

**SILVER SANDS RV PARK**  
**88610 Highway 86, Thermal, Ca 92274**  
**760-395-5437**

**RULES AND REGULATIONS**

**Exhibit A**

**January 2025**

1. **INTRODUCTION.** Our Rules and Regulations have been developed as a basis for good relations within SILVER SANDS RV PARK (the "Park"). Just like any other typical residential area, you and the other residents are expected to accept a reasonable amount of disturbances and other activity by your neighbors and others which won't be to your liking. If one of your neighbors, another resident or their guest is disturbing you, we expect you to make a reasonable effort to talk to the person who is creating the problem and try to resolve it. If the problem is one where reasonably the police or other public authorities should be contacted and a complaint filed, you are expected to do this as well. This is what happens in a typical neighborhood setting. If you can't resolve the problem, and you are truly being unreasonably affected, we'll attempt to take reasonable steps to try to resolve the problem. But as a practical matter, we are not the "police". The spirit behind these guidelines is in the Golden Rule: "Do unto others as you would have others do unto you." Therefore, you are agreeing that by moving into our Park or by continuing to live here, we will not be liable to you or others for normal, routine disturbances or other issues which one should commonly expect when they live in our society. We trust we will have your complete cooperation not only to keep park standards high and to maintain a happy and friendly atmosphere, but also to assure each Resident a maximum of convenience and comfort.
2. The following Rules and Regulations are a part of your Rental Agreement. Please read the Rules and Regulations carefully and keep them on file as they constitute a binding agreement between you and Owner. The management will interpret and enforce these Rules and Regulations in a reasonable manner.
3. **DEFINITIONS.** The definitions set forth below shall apply unless the context indicates that a different meaning is intended:

- a. "Park" means the mobilehome park located at 88610 Highway 86, Thermal Ca 92274.
  - b. "Owner" means Zion Strong Properties, LLC (including partners, directors, representatives, officers, employees, and agents) and the management of the Park.
  - c. "Resident" is a homeowner or other person who lawfully occupies a mobilehome in the Park. A prospective homeowner, purchaser, or those persons who have not been approved for tenancy by the Park or have not closed escrow on the mobilehome occupying the Homesite shall not be deemed a "Resident."
  - d. "Guest" includes all of Resident's agents, employees, persons sharing the Homesite pursuant to Civil Code Section 798.34(b), invitees, permittees, or licensees or other persons in the Park or on the Homesite at the invitation, request or tolerance of Resident. "Guests" also include any Residents who are not homeowners.
  - e. "Park facilities" means those services and facilities of the Park generally available to Residents and their Guests.
  - f. "Homesite" means the real property within the Park and rented to Resident by Owner.
  - g. "Owner's Approval" or "Approval of Owner", "Owner's consent" or "consent of Owner" or other similar terms as used in this Agreement means that Owner's prior written approval must have been obtained by Resident before Resident commences any such action requiring Owner's approval. If Owner's prior written approval is required, Resident shall submit a written request to Owner which describes the action Resident proposes to take and requests Owner to give prior written approval.
  - h. "Mobilehome Residency Law" means and refers to the California Civil Code Sections 798 through 799.9, as currently stated and as may be amended in the future. No provisions of the rules are intended to conflict with the provisions of the Mobilehome Residency Law.
4. **PARK PERSONNEL.** Owner may be represented by a Resident Manager, or Assistant Manager, if

any, who is vested with all the legal right and authority to enforce the Rules and Regulations on behalf of Owner. Any reference herein to the term Owner shall include and may be interchanged with the term Resident Manager and Owner's partners, directors, representatives, officers, employees, management companies and agents. Owner will not provide security officers, security guards, or security personnel with respect to the Park and Owner shall not be responsible for the criminal or negligent acts of others which occur in the Park, and, to the extent permitted by applicable law, Resident and Resident's Guests waive all claims against Owner arising therefrom.

5. **INTERPRETATION AND APPLICATION.** These Rules and Regulations shall be interpreted and applied at all times in a reasonable and lawful manner. If, for any reason, any portion of these Rules and Regulations are determined to be in violation of any law, statute or ordinance, the remaining portions of these Rules and Regulations shall remain in full force and effect.

6. **GUESTS.**

- a. All Guests must register with Owner and obtain a visitor permit and parking permit. No Guests may stay with Resident more than five (5) consecutive days or thirty (30) total days in a calendar year without Owner approval. Guests will have no rights of tenancy in the Park.
- b. Resident agrees to acquaint all Guests with the conditions of tenancy of the Park, including, but not limited to the Park's Rules and Regulations. Resident is personally responsible for all the actions and conduct of his or her Guests, including, but not limited to, any damage caused by his guests, any injury he or his guests might sustain or any injury caused to another.
- c. If you are living alone and wish to share your mobilehome with one person as allowed by Mobilehome Residency Law § 798.34(b), you may do so and no charge will be made. This additional person will be treated as a guest, will not have any rights of tenancy in the Park, and will be required to go through the same basic approval process that would be applicable to the buyer/transferee of your mobilehome, except financial approval. We may also require this person to register with us and sign the Park's Rules and Regulations or other documents reasonably necessary to protect our interest and the interest of other residents. If the exception permitted by Civil Code §§798.34(c) applies, you and that other person must sign any Park

required documents. A failure to do so may restrict the Guest's use and access to Park facilities or property.

- d. Owner reserves the right to make a reasonable determination whether the Park's recreational and other facilities can accommodate all Residents and their Guests and, therefore, Owner may refuse any Guest access to said facilities if the Guest's presence would reasonably detract from the use and enjoyment of these facilities by other Residents and Guests who are then using the facilities.
- e. If Resident will not be present, then no Guests may occupy or otherwise use Resident's mobilehome without Owner's written consent. If a Guest has received approval by Owner, such Guest may be permitted to occupy Resident's mobilehome and to use the recreational facilities.

7. **MOBILEHOME SUBLETTING.** Subleasing of any mobilehome is prohibited except for the special circumstances that are permitted by the Mobilehome Residency Law or the Lease. Resident will be required to provide all necessary documentation, as set forth in the Mobilehome Residency Law, to Owner to evidence that special circumstances exist.

8. **RESALE OF MOBILEHOME.** Resale of mobilehomes to persons wishing to reside in the Park is subject to the following conditions:

- a. Resident must provide Owner with written notice of intent to sell prior to offering the mobilehome for sale.
- b. Prospective purchasers must first complete an application for tenancy and be approved by Owner prior to the completion of sale.
- c. Purchaser must execute a new Lease agreement for the Homesite.
- d. Purchaser must execute and deliver to Owner a copy of the Park's Rules and Regulations.
- e. Purchaser must provide Owner with evidence of a transfer of title to the Mobilehome subject to the sale.

**IF THE PURCHASER / TRANSFEREE / ASSIGNEE FAILS TO EXECUTE THE LEASE AND DELIVER A SIGNED COPY OF THE RULES AND REGULATIONS, PURCHAER / TRANSFEREE / ASSIGNEE SHALL HAVE NO RIGHT OF TENANCY AND MAY NOT OCCUPY THE SPACE.**

9. **GENERAL MAINTENANCE OF MOBILEHOME AND HOMESITE.** Resident agrees to comply with and maintain all mobilehome Homesite standards, standards for accessory equipment and structures, hardscape and softscape standards and landscape standards as set forth below. Resident's failure to comply with and maintain all mobilehome standards shall entitle Owner to all remedies available under these Rules and Regulations and the California Mobilehome Residency Law (Civil Code, Section 798 et seq.). Resident acknowledges that should a failure to maintain occur, Owner has the right to give Resident seven (7) days' notice to remedy the maintenance violation. If Resident fails to remedy the violation, Owner has the right, but not the obligation, to enforce compliance with these rules through all available legal remedies.
- a. Mobilehomes. To ensure architectural compatibility, construction and installation standards, all incoming mobilehomes must have final approval by Owner. A plot plan must be submitted for our written approval, drawn to scale of 1" – 10' and will show the following: 1) physical floor plan of the mobilehome; 2) overall dimensions of the mobilehome; 3) exact placement of mobilehome on lot; 4) measurements to lot lines and all structures; and 5) actual placement of concrete, awnings, lawn, trees, flower beds and additions on lot.
  - b. Mobilehome Sizes. All mobilehomes in the Park shall conform in size to the requirements of the homesite on which they are placed as established by Owner and the California building codes, Title 25, and/or any local regulation. Placement of mobilehomes shall be determined by Owner.
  - c. A keyed pad lock is allowed to lock your gate. It is required that management has a key to the pad lock to access the the Site. If a key is not provided to management and management needs access to the Site, management will remove the lock by force and management will not replace the loss of the lock.
  - d. Homesite and Mobilehome Maintenance and Appearance. Residents must maintain their Homesite and Mobilehome and all landscaping, structures, improvements and other things attached to or placed thereon in good condition and repair, and in a neat, clean, attractive, and well-kept fashion, free of weeds, litter and debris.
    - i. Trees. Residents must maintain at Resident's sole cost in a clean, neat and attractive fashion all trees located on their Homesite, regardless of whether they planted the trees or

the trees were planted by a prior resident/occupant of the space. Resident shall maintain all trees in a manner that prevents root damage to driveways and foundational structures and in a manner that does not create a specific hazard or health and safety violation. With respect to trees on rental spaces in a mobilehome park, Owner shall be solely responsible for the trimming, pruning, or removal of any tree, and the costs thereof, upon written notice by a Resident or a determination by Owner that the tree poses a specific hazard or health and safety violation. In the case of a dispute over that assertion, the Owner or a Resident may request an inspection by the Department of Housing and Community Development or a local agency responsible for the enforcement of the Mobilehome Parks Act (Part 2.1 (commencing with Section 18200) of Division 13 of the Health and Safety Code) in order to determine whether a violation of that act exists. With respect to trees in the common areas of a mobilehome park, Owner shall be solely responsible for the trimming, pruning, or removal of any tree, and the costs thereof. No homeowner may plant a tree within the mobilehome park without first obtaining written permission from the management.

- ii. Hardscape. All hardscape surfaces, including concrete, asphalt, and other surfaces, such as driveways and parking spaces, shall be maintained in good condition, kept clean, and maintained free of oil (and all other sticky or oily substances), litter and debris. Resident shall be responsible for the cost of replacing or repairing damage to Resident's driveway caused by an act of Resident, any Guests, or invitees of Resident.
- iii. Accessory Equipment and Structures. You must obtain Owner's written approval Prior to installing any improvement upon the homesite, including but not limited to the installation of appliances, accessory equipment and structures and you must submit to Owner a detailed plan describing the proposed improvement. Any item installed without Owner's approval must be removed by you within 10 days of written notice. No appliances such as refrigerators, freezers, washers or dryers may be placed or operated outside the mobilehome.
- iv. Building Permits. Building permits, licenses and other similar permission from government or quasi-governmental bodies or agencies must be obtained, if so required,

before any installation or construction of certain accessory equipment and structures. All such equipment and structures must comply with all federal, state and local laws and ordinances.

- v. Licensed Contractors. All works of improvements or repair that require a permit must be performed by a licensed contractor. Only licensed contractors may install items that are required to be connected to the electrical, gas or water supplies.
- e. General Maintenance and Appearance. You are financially responsible and required to maintain, repair and replace as reasonably necessary your mobilehome, all items attached thereto, all improvements, accessory structures and the Homesite in good and safe condition and in an aesthetically pleasing condition at all times. This includes, without limitation, the following:
  - i. Storage. Open storage of anything behind, under, or on the outside of the mobilehome is prohibited. This includes, but is not limited to storage of boxes, trunks, wood, pipe, bottles, gardening equipment, brooms, mops, ironing boards, ladders, paint cans, furniture, appliances or any item which is unsightly in appearance. Nothing other than wheels and hitches may be stored under the mobilehome.
    - (1). Only outdoor patio furniture and portable barbecues which are approved for use by Owner (such approval shall not be unreasonably withheld) may be used on the patio, porch, yard, or other portions of the Homesite.
    - (2). No towels, rugs, wearing apparel, or laundry of any description may be hung outside of the mobilehome at any time.
    - (3). The carport may not be used for storage.
  - ii. Decorations: Christmas decorations and lights may not be put up on your mobilehome or on your Homesite any earlier than Thanksgiving and must be removed no later than January 15. You may not leave holiday lights outside of your mobilehome or on your Homesite all year long. Other seasonal and holiday decorations may not be put

up outside of your mobilehome and on your Homesite any earlier than two weeks before the holiday and must be removed within two weeks after the holiday.

- iii. Windows. All windows must have appropriate treatments, such as proper blinds, shades, drapery, or other covering, which is manufactured for the purpose of such use. Other than screens and shutters, window treatment may not be placed on the exterior of a mobilehome. Substitutes, some examples of which are blankets, sheets, foil, plywood, paper, paint, furniture, or plastic may not be used to cover any window inside or outside of the mobilehome.
  - iv. Dangerous Materials. Anything which creates a threat to health and safety shall not be permitted on the Homesite. No flammable, combustible, or explosive fluid, material, chemical, or substance (except those customarily used for normal household purposes which shall be properly stored within the mobilehome and/or storage building) may be stored on the Homesite and then only in quantities reasonably necessary for normal household purposes.
  - v. Exterior Maintenance/Painting. Occasional washing of Resident's Mobilehome is permitted. Conservation of water is requested. The paint on Resident's mobilehome, accessory structures and equipment shall be properly maintained. Proper maintenance shall include, but not be limited to the repainting of the exterior whenever the paint begins to fade, peel, flake, chip or deteriorate in any other manner that detracts from the aesthetic beauty of the Park. Written approval must be obtained from Owner prior to any painting. All colors must be approved by Owner. No spray painting will be permitted in the Park.
- f. Damage. If any portion of the exterior of the mobilehome or its accessory equipment, structures, or appliances or the Homesite is damaged, the damage must be repaired or replaced within thirty (30) days. This includes, but is not limited to, damage to the siding, awning supports, downspouts, skirting, porch or storage shed. If a Resident's mobilehome or accessory equipment has not been repaired, reconstructed, or restored within a reasonable time after work has been commenced on it, Resident shall remove such damaged item from the Park at his expense. In the

interim, Resident shall continue to be bound to perform all his promises and obligations under this Agreement. If Resident fails to repair such damage within ten (10) days after Owner gives him written notice to repair the same, Owner can remove the damaged item and the actual cost of such removal shall be immediately due and payable to Owner by Resident. If such removal includes the removal of the mobilehome, the Agreement under which Resident occupies the Homesite shall terminate, unless Resident gives Owner sixty (60) days' notice.

- g. Concrete. All concrete, asphalt and other surfaces shall be kept clean and maintained free of oil and all other sticky or oily substances.
- h. Driveway and Street Area. All hardscape surfaces, including concrete, asphalt, and other surfaces, such as driveways and parking spaces, shall be maintained in good condition, kept clean, and maintained free of oil (and all other sticky or oily substances), litter and debris. Residents shall keep the street area and gutter in front of their Homesite free from debris. Resident shall be responsible for the cost of replacing or repairing damage to Resident's responsibilities under the Park's Rules and Regulations. Owner shall be responsible for the maintenance, repair, replacement, paving, sealing, and the expenses related to the maintenance of all driveways installed by Owner including, but not limited to, repair of root damage to driveways and foundation systems and removal. Resident shall be responsible for the maintenance, repair, replacement, paving, sealing, and the expenses related to the maintenance of a homeowner installed driveway. 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 Civil Code § 798.37.5.
- i. Utility Pedestals. The utility pedestals (water and utility hookups) must be accessible at all times and must be kept free from any landscaping or other obstruction with a minimum of three feet (3') clearance on all sides of the pedestal. If one of the Park's utility shut-off valves is located on Resident's Homesite, it must be kept uncovered and accessible at all times. Resident shall not connect, except through existing electrical or natural gas outlets or water pipes on the Homesite, any apparatus or device for the purposes of using electric current, natural gas, or water.

- j. Licenses. All mobilehomes within the Park must have a current registration card issued by the appropriate agency of the State of California. Upon its annual renewal, a copy of the registration card for Resident's mobilehome (issued either by the Department of Housing and Community Development or the Department of Motor Vehicles) must be submitted to the Owner.
- k. Sewer System. No objects that resist water (including, but not limited to, facial tissue, disposable diapers, paper towels, tampons, cotton balls) may be flushed or otherwise deposited into the sewer system.
- l. Garbage and Trash Disposal. Each mobilehome should be equipped with a garbage disposal. Bones, corn husks, etc. which cannot be put into the garbage disposal may be placed in trash bags. Resident is responsible for ensuring all of his or her trash is securely sealed inside plastic bags, so as not to attract insects or other pests and placed in the Park's centrally located trash bins provided by Owner. Trash pickup is provided weekly. Trash is not to be thrown on the ground next to, or on top of, closed or full trash bin containers nor is any trash to be stored outside of mobilehome anywhere on Resident's Homesite. Combustible, noxious, or hazardous materials must be removed from the Park and not placed in trash bins. Bringing trash from outside the Park to be disposed of in the trash bins is not permitted. Sanitary and health laws must be obeyed at all times.
  - i. Tree trimmings are permitted to be disposed into the trash bin containers if cut into smaller sections so as to allow for other trash.
  - ii. Trash bins are not to be used for disposal of such items as mattresses, paints, tires, furniture, appliances, vehicle parts, batteries, hazardous waste, rocks, concrete, construction materials, or other similar items. Additionally, materials used in Resident's daily business outside the Park, such as carpentry, roofing, or gardening materials are expressly prohibited from being dumped into the Park's trash bins. If Resident should hire an outside vendor to perform maintenance on Resident's mobilehome or Homesite, vendor must be informed that the use of Park trash bins is prohibited.
  - iii. "Scavenging" or rummaging, through the trash bins is not allowed.

- m. Drainage. You will be financially responsible for correcting any drainage problems or for any subsequent re-leveling or adjustment required on the mobilehome, or other improvements, which result from drainage problems, soil expansion or contraction, tree roots and/or any other reason. You are also responsible for correcting any drainage problems which existed on your Homesite at the time you purchased your mobilehome or which you caused.
- n. Enforcement. In the event Resident fails to comply with the requirements of this Section, Owner shall have all of the rights and remedies set forth in Section 9 of these Rules and Regulations. In accordance with Civil Code § 798.36:

Owner may charge a reasonable fee for services relating to the maintenance of the Homesite upon which the mobilehome is situated in the event Resident fails to maintain such Homesite in accordance with the Rules of the Park after written notification to Resident and failure of Resident to comply within fourteen (14) days. The written notice will state the specific condition to be corrected and an estimate of the charges to be imposed by Owner if the services are performed by Owner or its agent.

**Owner is allowed, after giving the 14-day notice, to remove and store a resident's personal property to a billable storage area for 60 days. Resident shall have 60 days to claim the property after which time it will be considered abandoned and may be disposed of by Owner. Resident is responsible for reimbursing to Owner the actual, reasonable costs of removing and storing the property. Owner shall be allowed to dispose of the property prior to the end of the 60 day period if Resident informs the management, in writing, of his/her intent to abandon the property.**

- 10. **USE OF FACILITIES.** Residents and Guests have the right to use the Homesite and Park facilities only if they comply with these Rules and Regulations and the other provisions of the Park's residency documents. Owner will attempt to obtain the cooperation and compliance of all Residents with respect to the Rules and Regulations and other conditions of residency. Resident recognizes, however, that Owner's ability to obtain compliance is dependent upon a number of factors, including the cooperation of all Residents and their Guests. Resident agrees, therefore, that the enforcement of the Rules and

Regulations and conditions of tenancy are a private matter between Owner and each Resident individually. Resident agrees that he is not a third party beneficiary of any other agreement between Owner and any other Resident in this Park.

a. **LAUNDRY FACILITIES.**

- i. Laundry hours are posted. These facilities will be closed from time to time at Owner's discretion for cleaning and repairs.
- ii. Washers, dryers, and all other laundry facilities are to be cleaned by Resident, inside and out, immediately after use. Clothes are to be removed from dryers as soon as they are dry. Dyeing may not be done in the washers. The laundry is to be left in a clean, neat and orderly condition. Pet laundry may not be done in washers.
- iii. Additional rules and regulations governing the use of the laundry and its facilities are posted and are incorporated herein by reference.
- iv. Washing of dishes is not permitted in the laundry area.
- v. Smoking is prohibited in the laundry facilities.
- vi. Pets are not allowed in the laundry facilities, with the exception of guide dogs, signal dogs, and other service dogs as defined by Civil Code Section 54.1.
- vii. Management is not responsible for articles lost, damaged or stolen in or around the laundry facilities.
- viii. Additional rules are posted in the laundry area and are incorporated herein by this reference.

11. **APPLICABILITY OF RULES AND REGULATIONS.** In the event there is a violation of these Rules and Regulations:

- a. Unless otherwise provided by the Mobilehome Residency Law, Owner shall notify Resident of the violation by either hand delivering the notice to Resident or placing the notice in the United States mail. The failure by Owner to provide such notice shall not constitute a waiver of any of the rights and remedies of Owner under applicable law or of the provisions of these Rules and Regulations. Owner shall have the right at any time once a Rules and Regulation violation occurs to provide such notice. Resident shall not rely upon Owner's failure to provide such notice in taking any action or not taking any action.
- b. Resident shall either immediately cease the violation of the Rules and Regulations or provide Owner with a written explanation stating why Resident is not in violation of the Rules and Regulations. In the event such explanation is not delivered to Owner within five days of the sending of notice of the violation by Owner, Resident shall be deemed to have agreed that a violation has occurred.
- c. Owner shall have remedies, including, but not limited to the following:
  - i. The termination of the tenancy of Resident pursuant to Civil Code Section 798.56;
  - ii. The obtaining of an injunction enjoining the violation pursuant to Civil Code Section 798.88;
  - iii. The placing of a lien against the mobilehome affixed to the Homesite rented by Resident, in the amount of any damage suffered or incurred by the Park, related to or arising from the violation of the Rules and Regulations, including, but not limited to all attorneys fees and out-of-pocket costs incurred by Owner in enforcing the Rules and Regulations. The execution of these Rules and Regulations or the Rental Agreement to which these Rules and Regulations may be attached shall constitute the consent of Resident to the placing of such lien under Section 798.38 of the Mobilehome Residency Law.

12. **ENTRY UPON RESIDENT'S HOMESITE.** Owner shall have a right of entry upon the Homesite for maintenance of utilities, for maintenance of the Homesite where Resident fails to maintain the Homesite in accordance with the Rules and Regulations, for the protection of the Park at any reasonable time and the enforcement of any provision of these Rules and Regulations, but Owner may not do so in a

manner or at a time which would interfere with Resident's quiet enjoyment. Owner shall only enter the Homesite upon a weekday, between the hours of 9 a.m. and 5 p.m., unless it is an emergency. Such entry shall not be deemed to interfere with Resident's quiet enjoyment. Owner may enter a mobilehome without the prior written consent of Resident in the case of an emergency or when Resident has abandoned the mobilehome.

13. **PARKING.**

- a. Not more than two (2) vehicles may be parked on the Homesite. No part of any vehicle may extend past the driveway or past the paved area at the rear of the driveway.
- b. Parking is permitted only in designated areas unless otherwise posted or permitted by these Rules and Regulations. No parking is permitted on the streets of the Park unless specifically designated. Parking is not permitted on vacant Homesites. Neither Resident's nor the Guest's vehicles may be parked on landscaped areas of Homesites. Areas that are or have been designated as landscaped areas may not be converted into driveway areas.
- c. Guest Parking is permitted only in designated guest parking spaces, or on the Resident's Homesite. Residents may not park in designated guest parking spaces. Because of limited parking facilities, traffic congestion and noise, Owner reserved the right to restrict the number of Guest bringing automobiles or other vehicles into the Park or to require the repositioning or removal of guest vehicles.
- d. No automobile may be "stored" in the Park. "Storage" shall include, but not be limited to the parking of an inoperative vehicle for a period exceeding two (2) weeks, the parking of an operative vehicle that is not used for a period exceeding two (2) weeks or the parking of more than one vehicle for the purpose of selling those vehicles as part of a commercial activity. However, Residents may leave their vehicle in their parking space when on vacation. The selling of any vehicle as part of a commercial activity is prohibited within the Park.
- e. Residents shall not park or store RVs, motorhomes, trailers, campers, open trailers boats, buses or trucks larger than a pickup permitted in the driveways or on the streets of the Park without

Owner approval.

- f. All vehicles within the Park must have current vehicle license plates and current registration stickers affixed and clearly visible at all times.
- g. Any vehicle parked in violation of these Rules and Regulations or in violation of posted signs throughout the Park, may be towed from the Park at the expense of the vehicle's owner without further notice.

14. **MOTOR VEHICLES.**

- a. No maintenance, repair or other work of any kind on any vehicle, boat or trailer (other than the mobilehome which Resident resides in) may be done on the Homesite, or anywhere in the Park, without Owner's written consent. This includes, but is not limited to the changing of oil.
- b. No vehicle leaking oil or other substances or fluids shall be allowed in the Park. Any car dripping oil or gasoline must be repaired immediately.
- c. For the safety of Park residents and their Guests, no vehicle may be driven in an unsafe manner. All traffic signs must be obeyed.
- d. Excessively noisy vehicles are not permitted in the Park. No dirt bikes or loud, off-road vehicles are permitted to be driven within the Park.
- e. Sleeping in vehicles is not permitted.
- f. No vehicle may be operated in the Park by any person who is not properly licensed.

15. **CONDUCT.** Actions by any person of any nature which may be dangerous or may create a health and safety problem or disturb others are not permitted. This includes, but is not limited to any violation of any law, including, but not limited to violations of any infraction, misdemeanor or felony, any unusual, disturbing or excessive noise, intoxication, quarreling, threatening, fighting, immoral or illegal

conduct, profanity, or rude, boisterous, objectionable or abusive language or conduct. The use or display of any weapon, including, but not limited to a bow and arrow, BB guns, knives, fireworks and guns are expressly forbidden.

- a. Radios, televisions, record players, stereos, CD players, boom boxes, musical instruments and other devices must be used so as not to disturb others. No radios, televisions, record players, stereos, CD players, boom boxes, musical instruments, or other electronic devices which can be heard outside of Resident's mobilehome, may be operated between the hours of 10:00 p.m. and 8:00 a.m. "Ham" or "CB" radios or other radio transmitters may not be operated in the Park (except for emergency or special health and safety purposes).
- b. Residents and their Guests must refrain from causing and/or creating unreasonably disturbing noise and/or activities. Resident must acquaint all Guests and all occupants of the mobilehome with the Park's Rules and Regulations. Residents are responsible for the conduct of their family member and Guests. Guests are not permitted in the clubhouse or in common areas unless accompanied by their Resident host.
- c. Residents and their Guests shall not encroach or trespass on any Resident's Homesite or upon any area which is not open for general use by Residents and their Guests. There shall be no loitering around the Park. All Park property which is not for the use of Residents and their Guests, including, but not limited to gas, electric, water and sewer connections and other equipment connected with utility services and tools and equipment of Owner, shall not be used, tampered with or interfered with in any way by Resident and/or their Guests.
- d. Except for barbecues approved for use by Owner or fireplaces and other appliances installed in a Resident's mobilehome, no fires are permitted.
- e. The setting off of fireworks is expressly prohibited in the Park.
- f. Baseball, football, or ball throwing of any kind is prohibited within the Park, including Resident's Homesite.

- g. Basketball hoops may not be installed on the mobilehome. Rolling, portable-type basketball hoops are prohibited in the Park.
- h. Grocery store/drugstore shopping carts are not permitted in the Park.
- i. Garage sales, patio sales and/or moving sales are expressly prohibited.
- j. There is no sleeping permitted on open porches or decks.
- k. The mobilehome and Homesite shall be used only for private residential purposes and no business or commercial activity of any nature shall be conducted thereon.

16. **PROHIBITION AGAINST WASTE, NUISANCE AND UNREASONABLE ANNOYANCE.**

Resident agrees not to do anything that will constitute waste, nuisance, unreasonable annoyance, damage or injury to anyone or their property. You also agree not to permit any act or maintain or permit to be maintained any condition on your Homesite or mobilehome which may cause an increase in the rate of insurance we pay or increase our costs of maintenance and repair or in any way increase the risk of damage to the Homesite or the Park, or any person or property.

17. **LIMITATIONS ON ELECTRICAL SERVICE AND RESIDENTS' RESPONSIBILITIES TO ENSURE THAT MOBILEHOME, ETC. ARE COMPATIBLE.**

You are responsible for making sure that your mobilehome and all appliances and equipment in your mobilehome are compatible with the electric service and capacity now available, and Owner shall have no liability or responsibility to you if the available electrical supply is incompatible. You agree not to install electrical appliances which will use energy in excess of the electrical service and capacity available to your Homesite. You also agree that you will not attempt to increase the electrical service and capacity of your Homesite by installing any device or doing anything else unless you have received our prior written permission. If your electrical demands exceed the capability of the Park, or are otherwise inconsistent with the capabilities of the Park, you will correct the situation to our satisfaction within seven (7) days. As the amount of such electrical service and capacity will affect your ability to have electrical appliances, you must determine in advance from Owner in writing the amount of electrical service and capacity available to your Homesite and ensure that your mobilehome and all appliances and equipment in it are compatible

with that service and capacity.

18. **SOLICITATIONS.** Throw-away newspapers, distribution of handbills, and door-to-door selling or solicitation are not permitted. Solicitations for political purposes will be permitted so long as they do not unreasonably disturb the residents of the community.
19. **PETS.**
  - a. Resident shall be allowed to keep a pet at the Homesite. Resident must obtain written permission in advance from Owner and register the pet with Owner prior to the pet moving into the Park. Photos may be required. **Owner reserves the right to deny you a pet if the proposed pet appears to present a threat to the health and safety or the general welfare of the Park or its residents.** Should you lose your pet or should it die, you must obtain written permission from Owner before acquiring a new pet. **NO MORE THAN TWO (2) PETS ARE ALLOWED PER HOMESITE.**
  - b. Pets permitted in the Park are defined as a house pet that spends its primary existence within the mobilehome. A pet is defined as one domesticated bird, one cat, one dog, or fish kept within an aquarium, or other animal as agreed to by Owner. Only medium-sized cats or dogs (which, at maturity, do not exceed thirty pounds (30 lbs.) in weight or eighteen inches (18") in height when measured at the shoulders in a standing position) are permitted. Guide dogs, signal dogs, and other service dogs as defined by Civil Code § 54.1 are exempt from the size limitation otherwise applicable to dogs. **The following breeds (100% or portion thereof) are prohibited: Akita Inu, Alaskan Malamute, American Bulldog, Boxer, Bullmastiff, Chow Chows, Doberman Pinscher, German Shepherd, Great Dane, Mastiff, Pit-Bull, Rottweiler, Siberian Husky, Owner reserves the right to add additional breeds defined as "aggressive" to this list at any time.**
  - c. Non-house pets are prohibited under any circumstances. Strange and exotic pets are not permitted.
  - d. Birds must be kept within the mobilehome and must be restricted to the type of birds generally

kept as house pets such as parakeets, canaries, finches or parrots.

- e. Farm animals (chickens, etc.) are strictly prohibited.
- f. Dogs and cats must be spayed or neutered. Each pet must be inoculated and licensed in accordance with local law. Evidence of such licensure and inoculation must be submitted by you to Owner within seven (7) days after request for same. All state and local laws will apply in the Park, including, but not limited to, leash laws. The litter of any dog or cat that has not been neutered or spayed must be removed from the Park within twelve (12) weeks after birth. The dog or cat must then be neutered or spayed or removed from the Park.
- g. Pets must be on a leash when outside of the mobilehome. Pet owners must pick up any excrement deposited on the street or any other areas of the Park by the pet. Resident pet owner is responsible for any damages caused by their pet. Pets are not allowed to run loose in the Park. Pets running loose in the Park will be taken to, or reported to, Animal Control. Recurring violations of this rule will lead to the loss of the privilege to maintain a pet.
- h. Pets will not be allowed to cause any disturbance which might annoy neighbors, including, but not limited to, howling, barking, biting, scratching, or any other unusual noises or damage. Management may, with or without cause and in Management's sole and absolute discretion, notify a Resident to immediately and permanently remove a pet from the Park if the pet exhibits any aggressive behavior including, but not limited to, biting, stalking, charging, chasing, attacking, or otherwise threatening to attack or harm someone.
- i. If your pet is allowed to exercise in your yard or elsewhere, all pet excrement must be immediately picked up, wrapped in paper and placed in the trash. If a Resident's yard is not kept clean and free of pet feces, Resident is subject to termination of the right to keep a pet, due to the significant health and safety issues caused by the accumulation of feces and the substantial annoyance caused to other Residents.
- j. Guests are not permitted to bring any pet into the Park, except for guide dogs, signal dogs, and other service dogs, as defined in Civil Code §54.1.

- k. No exterior housing for pets is permitted in the Park. This includes, but is not limited to, any type of confining barricade, cage, or structure.
- l. Tying of pets outside the mobilehome and/or leaving them unattended outside is prohibited.

**20. Pool Area.**

- a. Hours are 8am-10pm. The Resort reserves the right to close the pool area for maintenance, training, weather and/or other purposes. Rules regarding use of the swimming pool area are posted in the pool area and must be observed.
- b. NO LIFEGUARD IS ON DUTY IN THE POOL AREA. SWIM AT YOUR OWN RISK.
- c. Glassware, food, and pets are not allowed in the pool area. Service or assistive animals may enter the pool area but must be attended to by their owner. - Music Speakers are prohibited at the pool. - The Resort assumes no responsibility or liability for physical problems or personal injury connected with the use of the pool. -
- d. Proper swimsuit must be worn in the pool. Street clothes are not permitted in the pool. Nudity is strictly prohibited at the pool area and in all Resort common areas. - Swimmers may not use any objects in the pool that may leave rust stains or damage the filter pumps. No running, horseplay, or unsafe activity of any kind is allowed in or around the pools. Jumping or diving into the pool is prohibited. -
- e. Each tenant, visitor and guest using the pool must respect the rights of others. Any person who is a substantial nuisance to tenants, visitors and guests using the pool may be required to leave the pool area.
- f. No one should ever swim alone. Inexperienced swimmers must be accompanied by experienced swimmers while using the pools, spas, or splash pad. **Children must be attended at all times while using the pool. No one under the age of 18 is allowed to be alone at the pool and must be with an adult 18 years of age or older.**

g. Resort Management reserves the right to revoke permission to use the pool area for non-compliance with these pool rules.

21. **ENVIRONMENTAL PROTECTION.** Anything which creates a threat to health and safety or threatens damage to property or which induces or harbors or may tend to induce or harbor offensive odors, infectious plant disease, and/or noxious insects and/or rodents or reptiles is strictly prohibited. No flammable, combustible, explosive or environmentally hazardous fluids, material, chemical or substance may be stored on the Homesite (other than ones customarily used for normal household purposes, and then only in quantities necessary for household purposes). Additionally, you may not engage in any activity in the Park that causes an environmental hazard or violates any law relating to environmental protection, hazards and other similar laws. This includes, but is not limited to, changing the oil in any motor vehicle in any common area of the Park. Furthermore, you may not allow any environmentally hazardous substance, including, but not limited to, toxins, cleaning fluids, oil, grease or any substance defined as environmentally hazardous, to be placed on any surface area in the Park or disposed of in the Park, including, but not limited to, toilets, drains, trash receptacles, dumpsters, surface areas, the sewage disposal system or any other trash, garbage or disposal area in the Park. Such substances must be physically removed from the Park and disposed of elsewhere in compliance with the law.
22. **FIXTURES.** All landscaping and structures or other improvements permanently attached to or embedded in the ground shall become a part of the realty upon their installation and belong to Owner. Upon Resident vacating the Homesite, such improvements shall remain upon and be surrendered with the Homesite. Owner may, however, at its sole option, permit or require Resident to remove, at Resident's own expense, said improvements. Resident shall repair any damage to the Homesite caused by the removal, including, but not limited to, the filling in and leveling of holes or depressions and shall leave the Homesite in a neat and uncluttered condition with the Park's original engineered grade intact.
23. **PARK OFFICE AND COMPLAINTS.** Except in the case of an emergency, do not telephone or contact Owner after normal business hours. The Park's office phone is for business and emergency use only. Except for emergencies, all complaints must be in writing and signed by the person making the complaint. All community business shall be conducted during posted office hours.
24. **MODESTY CLAUSE.** The resort requires proper clothing to be worn in all public areas as well as

group gathering areas (store, clubhouse, laundry rooms, pickleball courts). See-through clothing or clothing that does not cover all private parts of the body are prohibited.

25. **SMOKING.** Smoking or vaping of any substance is not permitted in and around the office building, pool, or within twenty (20) feet of all common areas.
26. **AMENDMENT OF RULES.** Owner reserves the right to add to, delete, amend, and revise these Rules and Regulations from time to time, as well as additional rules and regulations and hours posted in and about the recreational facilities, as provided in Section 798.25 of the California Civil Code. This set of Rules and Regulations supersedes all existing Rules and Regulations.
27. **NO WAIVER OF DEFAULT OR OTHERWISE, SEVERABILITY AND INTEGRATION.** If you violate any of Owner's Rules and Regulations, and Owner fails to exercise any of its rights under Owner's Rules or under applicable laws, Owner's failure shall not waive or otherwise excuse that violation, or any other violation. If any term or provision of these Rules is invalid, or partially invalid, such invalidity shall not affect the validity of any other term or provision of these Rules. These are the Rules and Regulations of Owner and, when effective, these Rules supersede all previous Rules of Owner and supersede all prior oral representations concerning these Rules (whether made by Owner or others), and cannot be amended except by a written notice of amendment to the Rules and Regulations. These Rules do not create any additional rights or remedies on behalf of Resident but are intended to govern conduct in the Park and with respect to the use of Park facilities. These Rules also incorporate by reference other Rules concerning use of Park facilities which are currently posted throughout the common areas of the Park.
28. **PARAGRAPH HEADINGS.** The headings and titles of the paragraphs within these Rules and Regulations are included for purposes of convenience only and shall not affect the construction or interpretation of any of the provisions of said Rules and Regulations.
29. **NOTICES.** All notices to be delivered hereunder shall be deemed to be delivered either upon effecting personal delivery upon the person to receive the notice or upon placing the notice in the United States mail to the address of Resident's Homesite (if to Resident) or to the office of Owner located in the Park (if to Owner).

30. **ACKNOWLEDGMENT.** By affixing their signature below Resident acknowledges receipt of these Rules and Regulations and the opportunity to read the above Rules and Regulations. Resident further agrees to abide by and be bound by these Rules and Regulations.

<p><b>SILVER SANDS RV PARK</b></p> <p>By: _____                     [Signature]</p> <p>_____</p> <p>                    [Print Name]</p>	<p><b>RESIDENT</b></p> <p>By: _____                     [Print Name]</p> <p>_____</p> <p>                    [Signature]</p> <p>Date: _____</p>
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