

CONTEMPO MARIN
Rules and Regulations
("Community Standards/Architectural Codes")

1. RESIDENTIAL REQUIREMENTS

- A. Contempo Marin is open to Homeowners of all ages. A Homeowner is a person who is either the owner of record, registered owner, or heir at law. Each home must be occupied by at least one Homeowner.
- B. A guest who resides for more than twenty (20) consecutive days or a total of thirty (30) days in a calendar year must be registered at the office. Guests shall comply with all Community Standards.
- C. The Homeowner is required to acquaint all guests with the conditions of residency. The Homeowner is personally responsible for all actions and conduct of his/her guests, and to this end is liable for any and all damages to any property within the Community caused and contributed to by any guests.
- D. Guests using the swimming pool, clubhouse, or any facilities of this Community must be accompanied at all times by a Homeowner, unless the guest is registered. Guests use recreational facilities at their own risk.

2. OCCUPANCY OF MOBILEHOME

- A. Shared housing: A Homeowner who desires to share his/her mobilehome may do so with no extra charge. This person shall be considered a sharer and shall not change the terms of the Rental Agreement.
- B. Homeowners may not let others use their mobilehome in the Homeowner's absence, except for annual vacations not to exceed one (1) month, or temporary absence with written Management approval.
- C. No subleasing is permitted. No homes within the park may be owned for the purpose of rental property.
- D. The number of persons occupying the home is limited to the number of bedrooms in the mobilehome times two, plus one, unless it has been demonstrated to the reasonable satisfaction of Management that a different number of persons is appropriate in a particular situation. This must be a bona fide bedroom at the time the mobilehome was manufactured, or added by a building permit that designates it as a bedroom.

3. LATE CHARGES

- A. Rent is due and payable on the first day of each month in advance. If any payment is not received by the fifth day of the month in which it is due, the payment will be increased by twelve and one-half dollars (\$12.50) or by three percent, whichever is greater; the same amount will be charged for checks returned by the bank for any reason excluding bank error. Contempo Marin, however, does not by this provision waive any rights it may otherwise have under California law.

4. CONTRACTORS PERFORMING WORK IN THE PARK

- A. In order to ensure that contractors are properly insured and licensed, contractors performing work in the Community must be registered with Management and have Management authorization. It is the Homeowner's responsibility to see that anyone performing work at his/her home has written authorization prior to soliciting a bid or commencing work. Management authorization will not be unreasonably withheld.

5. MAINTENANCE AND REPAIR

- A. Homeowners must maintain their homes, accessories, equipment and structures in good condition, including paint and/or repair. This includes but is not limited to, the replacement of any items missing or damaged, subject to the provisions of the law.
- B. Repairs and remodeling must have Management approval.
- C. Exterior color of homes shall be approved by Management prior to repainting.

6. MOBILEHOMES, CARPORTS, PATIOS AND STRUCTURES

- A. No corrugated metal, plastic, canvas or fiberglass is permitted on any exterior area.
- B. All windows must have interior coverings which are designated as "window treatments," i.e.; blinds, draperies, shades. Absolutely no aluminum foil is permitted as window covering. Sun filtering shades or window tints are permitted. All window coverings shall be in good condition and not in disrepair.
- C. All awnings, carport covers and posts must conform with current codes, be plumb, undented, clean and rust free, properly painted and installed.
- D. All attached structures and mobilehomes must have downspouts which extend to a hard surface.
- E. Each mobilehome must have an inspection panel, not less than eighteen (18) inches in any dimension and not less than four (4) square feet in area, located so that utility connections may be inspected and utilizing fasteners that do not require special tools to remove. (See Title 25).

7. ACCESSORY INSTALLATIONS AND BUILDING PERMITS

- A. All accessory buildings and/or modifications on a mobilehome space must receive written approval from Management prior to applying for a building permit. To save added expense and inconvenience, always check with Management first when planning new installations to your space and/or mobilehome. All building permits must be signed by Management.
- B. Permits required by both local and state government for installation of all structures shall be the responsibility of the Homeowner. Plot plans shall be approved, in writing, by Management and shall include the following:
 - 1. Home site including accessory buildings.
 - 2. Utility placements, with an attachment showing proof of underground utilities markings performed by a locator service.
 - 3. Yard set backs and lot lines.
 - 4. Proposed decks, spas, patios, room additions, etc.
- C. A building permit must be obtained for any and all structures, storage buildings, etc. No structure or building shall exceed the height of the side eaves line of the mobilehome. Porches, porch enclosures, decks, railings and steps must conform with existing codes and be of a similar design, material and color to match the exterior of the mobilehome. All door openings must exit onto steps or landings. All screened or enclosed porches must have ample light and ventilation and be maintained with no holes, rusted or bulging screening or other materials such as visquene, glass, etc. Accessory buildings, porches, steps and enclosures must be maintained at all times.
- D. Any mobilehome being re-sided must have siding extend to ground level, be properly ventilated and provided with a crawl hole.
- E. Copies of all executed, approved permits shall be given to the Community office as soon as they are received from the appropriate government office.

8. NEW HOME INSTALLATIONS

- A. Homeowners shall notify the office prior to purchasing a mobilehome to be placed upon a Community space. Any mobilehome to be moved onto a space must be approved by Management and shall be installed according to the specifications outlined in these Community Standards and by Management direction. Only new mobilehomes are acceptable.
- B. It is the responsibility of the Homeowner to see that any new or replacement home, accessory structure or other replacement item installed by/or with the approval of the Homeowner, meets all applicable Community Standards and Architectural Codes.
- C. All new homes being moved into the Community shall be of Management approved design. Exterior siding must be of wood, masonite, vinyl or stucco and exterior colors must be a color which meets the current Community Standards. Trim colors must be a complimentary shade to siding. All skirting must be of the same color as the siding, except in the case of masonry walls. Basic exterior colors and corresponding trim must have Management approval.
- D. All set-back requirements shall be in accordance with the State of California Code of Regulations. Specifics can be obtained from Management.
- E. Prior to ordering a new home, all underground utilities must be marked as to location by the local utility locator service. Home size cannot be determined without underground utilities located and Management will not approve any home without verification of the completion of locator service. 1-800/642-2444 Underground Service Alert.
- F. The Homeowner or Homeowner's agent will be responsible for any/all damages to any of the Community's utilities and/or personal and real property of any Homeowner which might occur during the placement of the home.
- G. If the placement of a new home on a lot requires relocation of utilities, such relocation shall be done at the expense of the Homeowner, provided that removal was not demanded by Management.
- H. The setting, blocking and installation of all electrical, water, gas and sewer are the responsibility of the Homeowner or Homeowner's agent. The installation of all utilities will be done by a trained and/or licensed and insured contractor in accordance with all applicable laws.
- I. The Community of the Management will not assume any responsibility for any damage caused from improper installation of any of the above mentioned utilities. The Homeowner and/or the Homeowner's agent will be responsible for all repairs to the home or the Community's utility mains caused by improper hook-ups or negligence.
- J. Installation of all accessories including, but not limited to, skirting, carports, garages, awnings, decks, porches, steps and landscaping shall be completed within sixty (60) days of move-in date, weather permitting. The Homeowner or Homeowner's agent will submit, to the Management of the Community, a written plan of all improvements for approval before work is started.
- K. All homes will have towing hitches and axles removed as soon as the home is placed in the proper placement on the lot and before the home is skirted. Skirting must be of wood, or of the same material as the siding of the home, and painted or stained to match the home. There will be an access door constructed as described in paragraph 5E.

- L. Steps, porches and/or decks must be installed at each exterior door, and must be installed in accordance with the State of California specifications. Handrails are required and must be securely fastened.
- M. All homes must be equipped with a carport awning or garage and must be constructed in accordance with State of California specifications. Carport awnings must be made of metal and the color shall enhance the colors of the home and/or other painted areas of the space. Support posts shall be anchored in a solid manner. It is recommended that carports be equipped with gutters and downspouts to match the ones on the home.
- N. All landscaping is to be done at the expense of the Homeowner, including being responsible for the disposal of debris. Remember, when landscaping, that all trees and shrubs will grow and this should be considered when planning your plot. Consider how all growth will affect your home and the home next to you.

9. YARDS AND LANDSCAPING

- A. Homeowners are responsible for maintaining all landscaped areas, flowers, trees and shrubbery within their homesite. Homeowner is responsible for tree removal with Management approval. Roots that are overgrown and/or going into another resident's homesite is the Homeowner's responsibility. All homesites must be CONTINUALLY maintained and kept weed free. Changes in landscaping must have written Management approval.
- B. It is the responsibility of the Homeowner to landscape the homesite front, sides and rear. All areas must be fully landscaped with a Management approved plan.
- C. Lawns will be mowed and trimmed on a consistent basis during growing season and mowed as needed during slow growth season.
- D. Shrubs, hedges, vines, trees, etc. shall not obscure others views or be excessive in height, or brush against neighbors homes. All shrubs, hedges and trees will be trimmed and kept in a manner that will enhance the appearance of the home and the general appearance of the Community. The trimming of all hedges will be the responsibility of the Homeowner. Hedges shall not be allowed to grow higher than the eaves of the home or carport. Area between Homeowner's fence and common area sidewalks shall be kept weed-free by the Homeowner.
- E. Where there is a garden plot, it will be kept in a weed free manner and all vines and excess materials will be disposed of upon removal from the garden. All flower beds, at the end of growing season, will be cleared of all dead material and the material will be disposed of in a timely manner.
- F. No trees may be removed without the written approval of Management.
- G. It is the Homeowner's responsibility to ensure that any rock or bark used to landscape their homesite is kept in a neat manner. Rock and bark should not become scattered into neighbors' yards or into the street. Landscape material and other debris which may fall into the gutters in front of home, shall be swept up and removed by the Homeowner in a timely manner.
- H. Yards and landscaping must be properly maintained at all times. During planned absences, it is the responsibility of the Homeowner to make arrangements for the care and upkeep of his/her homesite.
- I. Failure to comply with the landscape maintenance provisions of this section may result in the following: (Per CCC #798.15(g) Management may charge a reasonable fee for services relating to the maintenance of the land and premises upon which a mobilehome is situated in the event the Homeowner fails to maintain such land or premises in accordance with the Community Standards of the Community after written notification to the Homeowner and the failure of the Homeowner to comply within 14 days. The written notice shall state the specific condition to be corrected and an estimate of the charges to be imposed by Management if the services are performed by Management or its agent.
- J. When a home is sold the responsibility of the maintenance of all landscaping on the homesite is transferred to the buyer of the home, who may arrange, remove or reshape as the desire, with Management approval.
- K. All landscape improvements made to the space as provided by these Community Standards shall, upon the termination of tenancy by either the Homeowner or the Community Manager/Owner, become the property of the Community and the space that it is located on.

10. FENCES

- A. Fences shall not exceed six (6) feet in height. Any fence which is constructed as a solid wall, the solid wall portion may not exceed four (4) feet in height.
- B. Fences may not be constructed along the front of a homesite to within six (6) feet of the street.
- C. Wood fences only are permissible. No metal, chain link, chicken wire or masonry fences are permitted.
- D. All existing fences must be properly maintained, plumb and structurally sound.
- E. All new fencing must have written Management approval and must comply with Community Standards and Regulations.

11. STORAGE CABINETS

- A. Storage cabinets shall be manufactured aluminum, metal or wood and placement of cabinets on mobilehome space shall be approved by Management and must conform to state and municipal regulations and Community Standards.
- B. Two storage cabinets are permitted per space, but their combined measured floor space cannot exceed one hundred (100) square feet. Color must be all white or shall reasonably match the home. Storage cabinets must be located to the rear of the driveway, or in an area on the lot not to obstruct adjacent homesite views. Storage cabinets shall not take up a designated parking area.

12. STORAGE

- A. All storage beneath home is prohibited by law. (Title 25)
- B. Carports, decks and general areas around the perimeter of the home will not be used for the purpose of storage. Tools, lawn maintenance equipment and all other equipment will be stored in an approved storage cabinet.
- C. Furniture left outside on a deck, porch or lawn shall be limited to items commonly accepted as outdoor, patio or lawn furniture accessories. The furniture must be kept painted and in good repair. Outdoor furniture and accessories shall be stored on the homesite in an orderly fashion at all times.
- D. Firewood may be stored neatly in the carport, backyard or behind the storage cabinet. The stacking of firewood must not detract from the general appearance of the home or the Community. No more than one cord of firewood may be stored. (1/4 cord is recommended).

13. ANTENNAS

- A. Exterior antennas are not permitted in the Community. Ham operators may install antennas only with written Management approval. Management may request removal of antenna at any time, but will not unreasonably make such a request.

14. EVAPORATIVE COOLERS AND AIR CONDITIONERS

- A. At such time as the evaporative cooler on the home needs replacement, it must be replaced with an air conditioner mounted at the base of the home, with written Management approval. No roof or window-mounted air conditioners are permitted.
- B. Only central air conditioning is allowed on new homes or additions. Location of equipment is subject to Management approval.

15. LAUNDERING OR DRYING OF CLOTHES

- A. No outdoor laundering, drying lines, or apparatus for the drying of clothes, bathing suits, towels, or the like will be permitted on any space, nor shall any such items be left draped or hung in yards, on patios, or on deck or step railings.

16. SOLICITATION IN COMMUNITY

- A. Door-to-door commercial solicitation is not permitted in the Community without written permission from Management. Commercial businesses and individuals who refuse to comply with these Community Standards will be considered trespassers on private property.

17. COMMERCIAL ENTERPRISES

- A. No overt commercial business shall be conducted within the Community areas.
- B. Individual carport, garage, patio or rummage sales are not permitted. Community-wide rummage sales held by Homeowners and approved by Management shall be permitted at the Clubhouse for Homeowners only.

18. APPLIANCES

- A. It is necessary to secure written approval from Management before installation of any new major appliance such as clothes dryer, air conditioner, etc. All new central air conditioning installations require a permit from the Department of Housing & Community Development. (California Administrative Code, Title 25, Paragraph 1650, 2c)
- B. Washing machines, dryers, refrigerators, freezers, water coolers, etc. are permitted only inside the home or utility room. No appliances are permitted to be left outside on patios or decks.

19. UTILITIES

- A. Subject to the provisions of the law. Management has the right to repair and/or maintain water and sewer lines which pass through the homesite. Management has an obligation to restore site to original condition.
- B. Upgrading of an existing utility service required for upgrade purposes, such as the purchase of a new electrical appliance, shall be done at the Homeowner's expense.

20. EXTERIOR LIGHTS/DECORATIONS

- A. Outside lights shall not be of a type objectionable to the neighbors and/or traffic.
- B. Holiday lights and decorations shall be removed no later than two (2) weeks after the end of the holiday.

21. TRASH COLLECTION

- A. Trash receptacles must be kept neat and orderly and must be located on an area of the lot whereas not to be seen from the street. Lids are required by law. No boxes or cartons.

22. DRIVEWAYS/PARKING

- A. Maintenance of driveways and private walkways are the responsibility of the homeowner. All driveways are to be free of debris and paraphernalia. All driveways and walkways are to be clear of cartons, lumber, planting materials, tools, garden materials, etc.
- B. Within the Community, on a permanent basis, there will not be more than the number of vehicles which can fit within the designated parking area at each homesite - usually two. Vehicles will be parked in their designated parking area each night. There will be no parking of vehicles on the street except in designated areas. Any vehicle parked in an undesignated area may be towed and the Homeowner shall be responsible for all charges incurred from such towing.
- C. Only carports, garages or designated paved or cemented areas will be used for the parking of vehicles. There will be no parking of cars, trucks, trailers, boats, etc. on landscaping or rock areas of the homesites, including front and side yards.
- D. Inoperable or unregistered vehicles may not be stored or parked in the Homeowner's driveway, on a Homeowner's space or in common parking areas. Vehicles in violation may be towed by Management at the expense of the Homeowner.
- E. Operable and registered vehicles parked in a driveway or carport may be covered only with a designated manufactured car cover. Covering of vehicles with tarps, cloths, sheets, etc., is prohibited.
- F. All visitors and guest vehicles, which cannot be parked in the driveway, must utilize designated guest parking. Unauthorized vehicles found in guest parking areas may be towed, without prior notice, at the Homeowner's expense. Guest parking is limited to 48 hours, except with prior Management approval. Residents are responsible for notifying guests of these requirements.
- G. No Homeowner vehicle may be parked in designated guest parking areas (clubhouse, tennis court lot) unless Homeowner is using facility.
- H. Conventional vehicles only will be allowed in designated parking areas. Campers, camper frames, trailers, boats, motorhomes, etc. must be parked in the Community's storage area or an outside storage facility. Only currently registered and operational vehicles or Management approved storage cabinets will be permitted in the Community's storage area. A written lease stating the storage area's rules and monthly charge must be signed for each storage space rented. Utility connections to trailers and campers will not be permitted in the individual spaces in the storage area.
- I. Homeowners who own R.V.'s (such as motorhome, travel trailer, or vehicle that is used for the purpose of overnight living) may park such in their driveway for loading or unloading in preparation of coming or going on a trip. Parking of this nature is limited to a maximum of 24 hours.

23. VEHICLES/STREETS/SPEED LIMIT

- A. Pedestrians, electric or gasoline carts and bicycles shall be granted the street right-of-way at all times.
- B. No playing of sports, i.e. football, baseball, basketball, soccer, hockey, shall be permitted in the streets of the Community.
- C. Bicycles should not be left unsecured. Please do not leave bicycles outside the home, in the street, or any place constituting a safety hazard. Parents shall insure that children's toys and tricycles are not left in the street or on the homesite where they can be seen from the street.
- D. Homeowner or guests will not ride motorcycles in the Community other than for the purpose of coming or going to their home from the entrance of the park.
- E. There will be no vehicles allowed to operate within the Community that are not approved for city streets, with the exception of electric or gas powered golf carts. Vehicles without proper mufflers according to applicable laws are also prohibited.
- F. There will be no overhauling of car motors or any other major repair work (as determined by Management) allowed on any vehicles within the Community.
- G. Speed limits within the Community are posted at no more than fifteen (15) miles per hour and will be observed by all residents and their guests.
- H. A valid drivers license is required to operate any vehicle on Community streets.

24. SIDEWALK USAGE

- A. Sidewalks are for the exclusive use of pedestrians. No skateboards, bicycles, scooters, roller blades or skates are permitted on any common area sidewalk.

25. PETS

- A. New Homeowners shall not have more than one (1) animal at any time in the Community. One cat or one small/medium dog (not to exceed 22" at shoulder height when mature) are permitted. The exceptions to this rule are medical assistance animals such as seeing eye dogs or animals trained for the hearing impaired. Such animals must have a certificate of training and be approved in writing by Management.
- B. Homeowners living in the Community prior to March 6, 1990 may have two (2) pets, under the rules existing at that time. However, upon the death or removal of an animal, it may not be replaced if the number of animals in the home will exceed more than one. Large dogs which have been "Grandfathered" may only be replaced upon their death with an animal that meets all current standards. No exotic pets will be permitted.
- C. No pets shall be allowed in the Community without written Management approval.
- D. All pets shall be subject to all applicable state and local laws. It is recommended that all pets have an I.D. tag with the owner's name and phone number in case of the pet's escape or injury.
- E. Any pet, when not inside the home, must be kept under control at all times. Pets will be considered under control when they are attended and in their owner's yard.
- F. Pets are not to be chained or tied outside of the home. Pets are not permitted to be left running loose in the Community or left unattended in fenced, enclosed yards. No outside doghouses or other pet abodes are permitted. All pets must live in the Homeowner's home.
- G. Anyone walking their pet will have the animal under control so that it will not trespass on any other Homeowner's homesite. Pets must be kept on a short leash with one end of the leash attached to the pet and the other end held by the owner. When walking the pet, owner will remove any droppings left by their pet immediately and will dispose of the droppings in a timely manner at their own home.
- H. All pet droppings shall be removed from the pet owner's yard every day and will not be allowed to accumulate and become a problem of smell or a health hazard.
- I. No pet is to invade the privacy of anyone's homesite, flower beds, shrubs, yards, etc. Pets are not permitted to use greenbelt areas as exercise runs. Exercising pets on walkways or streets will be permitted, however, failure to clean up pet droppings will result in the loss of this privilege.
- J. If a pet becomes a nuisance by barking, snarling, growling or by trespassing and there have been three (3) documented, signed complaints against the pet, that pet may be removed from the Community and not allowed to return. If the Homeowner refuses to remove the pet from the Community, Management may terminate Homeowner's residency in the Community.
- K. Pets are not permitted in the recreational areas. Pets will not be allowed in the Clubhouse, except those pets classified as medical exceptions as stated in section 23A.
- L. Homeowner's guests who bring an animal into the Community will be subject to all rules the same as the Homeowner of the Community. Homeowners will be responsible for their guest's pets.
- M. No breeding, raising, kenneling or retail sale of pets within the Community is permitted.
- N. Pets found loose within the Community, irrespective of ownership, shall be immediately confined. If the pet has an owner's name and phone number on its collar, an attempt will be made to notify the owner. Pets with- out tags will be turned over to the local animal control agency. Damage or injury caused by a loose pet shall be the sole responsibility of the pet owner.
- O. To discourage wild animals from invading your homesite, pet food may not be placed outside of your home.

26. RECREATIONAL FACILITIES

- A. Management may restrict the use of recreational facilities, or other Community facilities, as to the hours of use, purpose of conduct. Scheduling of events must have prior Management approval in writing.
- B. Clubhouse facilities are for the use of all Homeowners. Children under the age of fourteen (14) must be supervised by a parent or adult guardian when in the Clubhouse.
- C. Shirts, blouses, pants or shorts and shoes are required to be worn when using the Clubhouse. Swimming attire is limited to pool, Jacuzzi, saunas, and changing rooms.
- D. The billiard room may be used by any Homeowner fourteen (14) years of age or older. Children under the age of fourteen (14) may play under the supervision of a parent or adult guardian. Persons using or entering the billiard room are required to observe the rules posted on the billiard room door. Abuses of the furniture or equipment shall be charged to the Homeowner and will result in the loss of the privilege to play.
- E. Exercise room may be used by those Homeowners sixteen (16) years of age or older. Rules are posted on the wall in the room. All equipment is used at the individual's own risk.
- F. The clubhouse is for the enjoyment of the Homeowners. Misconduct by a Homeowner or children or guests of Homeowner resulting in damage to the structure or furnishings shall result in the loss of clubhouse privileges. Management may bar habitual offenders from further use and assumes no liability for damages or injuries resulting from misconduct. Cost of damage shall be charged to the Homeowner responsible for such damage.

- G. No swimming is permitted in the park lake. Management assumes no liability for accidents which can result from violation of this restriction.
- H. Use of the swimming pool by Homeowner shall be in accordance with the hours and rules posted in the pool area. No lifeguard is on duty. Swimmers under the age of fourteen (14) shall be accompanied by an adult Homeowner, parent, or adult guardian.
- I. Guests may use the pool when registered or accompanied by an adult Homeowner. Management may, from time to time, restrict the number of guests permitted. Guests are the responsibility of the sponsor Homeowner who assumes liability for any damages, injuries or other misconduct on the part of the guest. All guests shall be registered with the Community office prior to the use of the pool facilities.
- J. All drinks in the pool enclosure shall be in soft plastic containers, styrofoam, or metal containers. No glass containers are permitted in the pool area. All containers shall be picked up after use and deposited in trash receptacles. No food is permitted in pool enclosure.
- K. Running, rough play, diving and other conduct which can result in injury or inconvenience to other swimmers, will not be permitted.
- L. Swimmers must wear appropriate attire - no cut offs. Babies or toddlers not toilet trained are not permitted in the pool.
- M. No one under the age of sixteen (16) may use the Jacuzzi or saunas. Appropriate attire must be worn.
- N. Management may periodically revise swimming pool rules as circumstances dictate. Repeated misconduct in the swimming pool area can result in denial of swimming pool privileges.
- O. Use of the tennis and basketball courts will be limited to Homeowners in the Community. Guests are permitted to play when accompanied by a Homeowner. Management may limit guest players. Rules are posted at the court.

27. PRIVATE PARTIES/CLUBHOUSE

- A. Private parties or functions will be permitted in the clubhouse, subject to Management approval.
- B. The reserving of the clubhouse does not ensure the exclusive use of the facilities. The clubhouse is open to all during posted hours of operation.
- C. A signed rental agreement and a \$300.00 deposit must be submitted to Management two (2) weeks prior to any private functions. Management reserves the right to require that an insurance binder be taken out on the Homeowner's insurance policy in the amount of \$300,000 for any function serving alcohol, and in the amount of \$100,000 for any function not serving alcohol. This Certificate of Liability Insurance must accompany the reservation deposit.
- D. The Clubhouse must be left in as good or better condition as before the party or function. Please tour areas before the party or function with Management and make notes of anything missing or broken.
- E. Community clubs' functions have first choice to reserve dates. Private functions will be booked on a first come basis for all unreserved dates.
- F. Private parties may be booked for a Homeowner or their immediate family only.

28. SELLING MOBILEHOMES IN THE COMMUNITY

- A. Prior to the transfer of ownership or title, owners of mobilehomes must notify Management of the intent to transfer. All mobilehomes must comply with Community Standards prior to transfer of title.
- B. Corporate or any other form of business entity ownership of mobilehomes is not permitted. Ownership is limited to individuals.
- C. All prospective Homeowners must apply for residency and be approved through a meeting with Management prior to close of escrow and occupancy. Prospective Homeowners shall consent to credit and background evaluation which shall be done three (3) days prior to meeting with Management. Management has the right to refuse anyone tenancy to the Community, but will not unreasonably withhold tenancy.
- D. Management shall not require the removal of a mobilehome from the Community in the event of its sale to a third party during the term of the Homeowner's Rental Agreement. However, in the event of a sale to a third party, in order to upgrade the quality of the park, the Management may require that the mobilehome be removed from the Community where:
 - a) It is more than twenty (20) years old, or more than twenty-five (25) years old if manufactured after September 15, 1971, and is twenty (20) feet wide or more and the mobilehome does not comply with the health and safety standards provided in Sections 18550, 18552, and 18605 of the Health and Safety Code, and the regulations established thereunder.
 - b) The mobilehome is more than seventeen (17) years old, or more than twenty-five (25) years old if manufactured after September 15, 1971, and is less than twenty (20) feet wide and mobilehome does not comply with the health and safety standards provided in Sections 18550, 18552 and 18605 of the Health and Safety Code, and the regulations established thereunder.

- c) It is in a significantly rundown condition or in disrepair, as determined by the general condition of the mobilehome and its acceptability to the health and safety of the occupants and the public, exclusive of its age. The Management shall use reasonable discretion in determining the general condition of the mobilehome and its accessory structures. The Management shall bear the burden of demonstrating that the mobilehome is in significantly rundown condition or in disrepair. CCC 798.73.
- E. The Homeowner has the right to sell his/her home to someone who wants to remove the home. This does not in any way modify Homeowner's obligation pursuant to Civil Code Section 798.59 to give written notice to Management of not less than 60 days before vacating his or her tenancy nor does it modify the terms of an existing lease under which the Homeowner remains responsible for lease obligations for the duration of the stated lease term.

29. "FOR SALE" SIGNS

- A. One sign may be used for the purpose of selling mobilehome. "For Sale" sign shall not exceed eighteen by twenty-four inches (18 x 24) and shall be displayed in a neat and secure manner. A Homeowner or his or her agent may advertise the sale or exchange of his or her mobilehome..." by displaying a sign in the window of the mobilehome, or by a sign posted on the side of the mobilehome facing the street, stating that the mobilehome is for sale." CCC 798.70.
- B. "Open House" may be conducted by a licensed sales agent.

30. MOBILEHOME LICENSE AND COMPLIANCE

- A. Homeowners shall be responsible for maintaining compliance with all applicable state and local laws for the mobilehome and accessory buildings.
- B. Duplicate copies of the official Registration Form sent to the Homeowner by the California Department of Housing & Community Development shall be given to the Community office to be kept on file.

31. OBJECTIONABLE NOISE AND CONDUCT

- A. All Homeowners are entitled to the quiet enjoyment of their home before 8:00 AM and after 9:00 PM weekdays, and before 9:00 AM and after 9:00 PM weekends.
- B. Conduct of a substantial annoyance, i.e., criminal acts, drugs, loud music or televisions, foul language, noisy partying is not permitted.
- C. Use of power tools and lawn mowers by Homeowners and contractors shall not be permitted before 8:00 AM or after 9:00 PM weekdays, and before 9:00 AM and after 9:00 PM weekends.

32. DANGEROUS INSTRUMENTS

- A. The use of guns, slingshots, B.B. guns, air guns, bow and arrows, and other dangerous weapons will not be permitted in the Community. The throwing of rocks, knives, eggs, sticks, and any other missiles is strictly forbidden. Fireworks are also forbidden within the boundaries of the Community and they may not be stored within the Homeowner's home at any time thereby creating a fire hazard.

33. COMMUNITY MAINTENANCE PERSONNEL

- A. Homeowners shall not request help from the Community employees for personal matters, unless prior approval is obtained from Management.

34. LIABILITY FOR DAMAGE

- A. Homeowners agree that all personal property, including homes placed on the homesite, shall be at the Homeowner's risk and Contempo Marin shall incur no liability for loss or injury with respect thereto, or with respect to any property of persons due to causes, including but not limited to faulty installation of the home, fire, explosion, flood, smoke, water escape, changes in the level of underground water table, windstorm, hail, lightning, aircraft, vehicles (other than those operated by or for the Community), earthquake and insect damage of any nature whatsoever outside of the control of DeAnza and its agents.

35. POSTED RULES AND REGULATIONS

- A. All rules and regulations posted in the clubhouse, at the pool, laundry room, tennis court, storage area, or in any other common area of the Community are hereby incorporated herein by reference as though set forth in full.

36. STATE AND MUNICIPAL LAWS

- A. The above Community Standards supplement State and Municipal laws governing mobilehome parks, and each homeowner occupying his/her space is subject to said State and Municipal laws and these Community Standards.

37. CAUSE FOR TERMINATION OF TENANCY

A. Termination of residency may be for any cause set forth in Article 6, Statutes, Sections 798 through 799.6 in the California Civil Code provisions, Mobilehome Residency Law as amended from time to time, which are included as an extension of the Community Standards.

38. COMMUNITY STANDARDS REVIEW

A. These Community Standards have been reviewed by the Homeowner's Board of Directors, or designated representatives.

39. CHANGES TO COMMUNITY STANDARDS

A. Management reserves the right to change these Community Standards from time to time, and as necessary, and is not obligated to wait until a complaint is received before enforcing them.

40. PARK USE PERMIT/BUSINESS LICENSE

A. Equity Lifestyle Properties DBA Contempo Marin Mobilehome Park is the owner of this property and operates under the City of San Rafael Commission Use Permit Number 1140 and Business License Number 013263.

41. ZONING

A. Contempo Marin is zoned PD 1626 in the City of San Rafael General Plan.

**CONTEMPO MARIN COMMUNITY STANDARDS
SWIMMING POOL AND JACUZZI**

NO FOOD OR ALCOHOLIC BEVERAGES ARE PERMITTED IN THESE AREAS. ONLY SOFT DRINKS IN CANS WILL BE PERMITTED. NO GLASS, HARD PLASTIC, OR STYROFOAM CONTAINERS. RADIOS ARE PERMITTED, BUT ONLY WHEN USED WITH HEADPHONES.

POOL HOURS

ADULT ONLY HOURS: 9:00 AM TO 12:00 NOON & 8:00 PM TO 10:00 PM

ALL SWIM HOURS: 12:00 NOON TO 8:00 PM

1. Use of the swimming pool by residents shall be in accordance with the hours and rules posted in the pool area. NO LIFEGUARD IS ON DUTY. Swimmers under the age of fourteen (14) must be accompanied by a parent or an adult guardian.
2. Guests may use the pool when registered or accompanied by a resident. Management may, from time to time, restrict the number of guests permitted. Guests are the responsibility of the sponsor resident who assumes liability for any damages, injuries or other misconduct on the part of their guest. All guests shall be registered with the Community office prior to the use of the pool and its facilities.
3. All drink containers shall be picked up after use and deposited in the trash containers. Extinguished smoking materials and other trash should also be placed in the containers.
4. Running, rough play, diving and any other conduct which can result in the injury or inconvenience to other swimmers, will not be permitted.
5. Swimmers must wear appropriate attire - no cut-offs.
6. Management reserves the right to periodically revise swimming pool rules as circumstances dictate.
7. The Jacuzzi and saunas are for residents. No one under the age of sixteen (16) may use the Jacuzzi or saunas. FAILURE TO CONFORM WITH THESE COMMUNITY STANDARDS CAN RESULT IN THE REVOCATION OF THE RESIDENTS RIGHT TO THE USE OF THESE FACILITIES!

I/We have read the rules and policies contained in the above document. I/We do understand the rules of the park as set forth and do agree to abide by such rules. I/We do understand that failure to comply to the above rules will be grounds for termination of my/our tenancy in the park.

Resident _____
Resident _____
Owner/Agent _____

Date _____
Date _____
Date _____