

**RULES AND REGULATIONS
HIGHLANDS MOBILEHOME COMMUNITY ASSOCIATION
7467 MISSION GORGE ROAD
SANTEE, CALIFORNIA 92071
(619) 449-7411**

Congratulations on selecting the Highlands Mobilehome Community as your home. We are pleased to have you with us, and it is our sincere wish that your residence here will be a positive living experience.

**I.
INTRODUCTION**

The following rules and regulations have been adopted to protect and enhance the general welfare of all the residents of the Highlands. Compliance with the requirements herein is a condition of residency.

1. Affairs of the Highlands Mobilehome Community Association (HMCA) are administered by an elected, seven-person Board of Directors, comprised of HMCA members. Day-to-day operation of the park is contracted to a property management company. The management company employs the on-site Resident Managers and a maintenance staff.
2. Under the authority of the Association, the resident manager and the management company are vested with the authority to enforce these rules on behalf of the Board of Directors. The residents shall have the right to appeal the rule violations by submitting a written notice to the Board of Directors within seven (7) days after the date of the noticed rule violation. The resident shall comply with the rules and regulations, to the extent possible, until the appeal has been heard and acted upon by the Board of Directors. The appeal will be acted upon at the next regularly scheduled meeting of the Board. The decision of the Board shall be final.
3. Business hours of the Park office are posted at the front door of the clubhouse. The office hours are 9:00-12:00 and 1:00-4:00, Monday through Friday. After hours, an answering service will refer emergency calls to the proper party. **RESIDENTS SHOULD CALL 911 FOR ALL CRIMINAL OR MEDICAL EMERGENCIES.**
4. Non-emergency problems should be reported to the office, in writing, on the forms available for that purpose, during regular office hours or dropped in the mail slot after hours. Any problems not able to be resolved by management will be referred to the Board of Directors.
5. The Resident Manager or any member of the Board of Directors has the right to come onto any Mobilehome space to inspect for violations of building codes, violations of these Rules and Regulations, violations of the Bylaws, violations of law or safety hazards. The Resident Manager also has the right to enter the space for maintenance of the premises. Such inspections or entry may be done at any reasonable time, but not in a manner or at a time that would interfere with the resident's quiet enjoyment.

II OCCUPANCY RULES

1. The Highlands Mobilehome Community has and continues to provide residential space designated as “housing for older persons” (i.e., persons 55 years of age or older) in accordance with the Department of Housing and Urban Development 24 CFR Part 100 (Federal Register vol. 60, No.49, March 14, 1995) and the Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. 3601-19), which exempts “housing for older persons” from the prohibitions against discrimination because of familial status. Section 807 (b)(2)(D) of the act exempts housing intended and operated for occupancy by at least one person 55 years of age or older per unit that satisfies certain criteria. All other occupants must have attained the age of 40 years or more, except in the case of caregiver status as provided for in Paragraph C below. These criteria were published in the above referenced Federal Register. A “Self-Certification copy of these is available for viewing in the manager’s office. A person acquiring a Mobilehome situated in the park by way of inheritance, gift or otherwise is not automatically entitled to reside in the park. They must first meet the age requirements and apply for residency. Likewise, any person coming to live in a Mobilehome in the park after the owner/occupants have been approved and moved in must also meet the age requirements and be approved and registered by management. This includes spouses, relatives and companions.
2. Residents are required to acquaint all guests with park rules and regulations and are responsible for the actions and conduct of guests, or persons on the park premises at the residents’ request or acquiescence. Residents are liable for any injury, damage or loss of property within the park caused by or contributed to by guests.
3. In the event it is necessary for a resident to have a live-in caregiver, the caregiver must be at least eighteen (18) years of age or older. In addition, the caregiver must complete an application and be approved by management. The resident must complete a Caregiver Addendum to Residency Agreement and the caregiver must sign a Caregiver Affidavit.

III ENFORCEMENT OF RULES AND REGULATIONS

1. These Rules and Regulations are enforceable by the Board of Directors in accordance with the Bylaws of Highlands Mobilehome Community Association. All violations in need of corrective action will be brought to the attention of the resident by the Resident Manager. Failure of the resident to correct the noted violations shall result in suspension of privileges or other appropriate action.
2. Repairs, replacement or the curing of deficiencies of your home or space, according to these rules and regulations, must be completed within 30 days of issuance of a written notice. In the event you are unable to complete the work within the required time, you may request an extension, which shall be granted or denied at the sole discretion of the Resident Manager. Failure to comply with the notice may result in the Park having the work completed by a provider of our choosing. The resident will be responsible for all reasonable charges incurred to correct the violation(s).

IV.
BASIC RULE APPLICABLE TO ALL

The basic rule applicable to all is that they (1) will behave reasonably and be respectful of the legitimate rights of others; (2) will not do anything to adversely affect others; and (3) will not do anything which may endanger anyone or another person's property.

COMMON AREAS, YOUR SPACE AND YOUR HOME

V.
COMMON AREAS

1. All hillsides, end of road property, recreation areas, clubhouse grounds and all areas not bound within the markers delineating residential spaces are common areas. Except where special written permission has been given by the Resident Manager, all common area maintenance including watering, mowing, trimming and landscaping are the responsibility of the park maintenance personnel or independent contractors hired by the park.
2. Prior to planting anything on the common area, a resident must have the written approval of the Resident Manager. All planting on common areas is the property of the Association regardless of who plants or maintains it. Permission for a resident to maintain plants on common areas may be revoked at any time and for any reason, particularly if the plants are not properly maintained by the resident.

VI.
LOT AND USAGE

1. Operating any full time or part-time commercial business within the park is limited by provisions of *Section XVIII Commercial Activity*. Hobby activities are permitted. However, such activities may not disturb the peaceful or quiet enjoyment of other residents.
2. No solicitation within the park is permitted at any time.
3. Repair, maintenance, painting and/or construction relating to or on any motor vehicle or trailer in any location within the park is prohibited.
4. Outside vendors work hours are strictly enforced 8 a.m. start time and 6 p.m. stop time. Monday through Saturday.
5. No outside vendor construction or work will be allowed on Sunday. It is a day of peace for residents.

VII.
LANDSCAPING INSTALLATION

1. Prior to beginning any major landscaping, including changes to existing landscaping, you must submit your plans to the management office for approval. Any landscaping

installed without approval may be subject to removal, by the resident, within ten (10) days of written notice.

2. All landscaping must be clean and attractive in appearance.
3. Evergreen grasses, groundcover, flowers and shrubs are generally acceptable. New, large shrubs and trees require prior approval. Placement of large shrubs and trees must be made with management approval to prevent damage to utility systems and structures.
4. Outside wood burning fireplaces are not allowed pursuant to California Fire Code for Wildlife areas.
5. Trees and shrubs which shed leaves, seeds or pollen over neighbors' yards must be trimmed so that their effects are confined to your own space. Shrubs and bushes (but not trees) must be trimmed no higher than to the lower level of the home roof line and must not encroach on adjoining properties or hang out into or over the street. Hedges, bushes, trees and shrubs must be trimmed so as not to obstruct the view from neighboring lots.
6. Residents must check with management prior to digging or driving rods, stakes or fence posts into the ground to prevent damage to underground utilities. Resident will be responsible for the cost of repairs for any damage to utilities.

VIII. DRAINAGE

1. Residents are responsible to insure that proper drainage is maintained on their space. Water must drain away from the home, to the street. Retrofitting of existing spaces to meet drainage requirements is the responsibility of the resident.

IX. LANDSCAPE MAINTENANCE

1. Lawns and landscaping must be kept trimmed, watered and free of weeds and debris.
2. Common area trees may not be removed without the prior written approval of management.
3. If rock or bark is used, enough material must be used to ensure adequate coverage of the area. A suitable underlayment material must be used to prevent weed growth.
4. Patios, walkways, etc. must be maintained in good condition. Cracked or upheaved surfaces must be repaired or replaced as necessary.
5. Repair, replacement and maintenance of resident-installed driveways, hardscape and landscaping are the responsibility of the resident.
6. If the resident plans to be away, appropriate arrangements for maintenance must be made.
7. If residents use contract gardening services, the service must remove all green waste from the park.

X.
FENCING AND WALLS

1. Installation of fencing or walls, decorative or engineered, requires written approval from management. Fences or walls must be located entirely within the resident's property lines.
2. Replacing existing fences or walls that have become unserviceable requires management approval.
3. Fencing on common area property is not permitted.

XI.
ARCHITECTURAL SPECIFICATIONS FOR HOMES

Any new on-site construction of a building, modification to an existing building (including painting, re-roofing, etc.), or rerouting of utilities must be approved in writing, *in advance*, by management. Any item installed without prior approval may be subject to removal, by the resident, within ten (10) days of written notice. Architectural Standards have been adopted and are incorporated herein by this reference. However, a brief summary of the contents is included below:

1. All federal, state and local building codes must be followed, permits obtained and inspections certified.
2. Prior to commencement of work, Park management must be supplied with copies of licenses, permits, insurance certifications and any other documents to assure compliance with this requirement. Failure to comply may result in an order to stop and/or remove such construction. All new projects must meet 90-day completion requirement unless permission is granted to extend the project.
3. Only licensed and insured contractors may install items that require permanent attachment to gas, electric, water supply lines or sewage lines.
4. Only licensed and insured contractors may do exterior spray painting. The resident shall bear the cost of repair for over-spraying.
5. Drainage patterns may not be altered without the written permission of management.
6. Due to the prevalence of wildlife in the area, it is required that access to the underside of the Mobilehome be completely restricted to prevent invasion by wildlife.
7. Condensation for air conditioners must be piped away from the Mobilehome to prevent it from running under the coach.
8. Only fire retardant roofing material may be used on roofs. Reflective roofing material is prohibited. Homeowners replacing roofs must obtain the prior written approval of the material to be used from the Resident Manager.
9. The homeowner shall bear the cost of repairs to any utilities or park property damaged by the resident or any person acting on behalf of the resident.
10. All material used on the outside of unit, must comply with State Wildlife and Urban Interface regulations.

XII.
MOBILEHOME MINIMUM STANDARDS AND PLACEMENT

1. An incoming Mobilehome must be new, or at the discretion of management, be modern enough and suitable for installation in the park, be double-wide (24 feet) or larger, meet all architectural standards and must be approved by management in writing. Prior to acceptance of any home, a photograph or rendering of the exterior must be presented to the Board. A new home must comply with the California Mobilehome Parks Act with respect to the maximum percentage of lot coverage.
2. A plot plan must be submitted for written approval, drawn to scale and show the following:
 - a) Physical footprint of the home.
 - b) Exact placement of the home and all planned accessory structures on the space.
 - c) Distance to lot lines and all other structures.
3. All homes must have detachable hitches and tongues, which must be removed when the Mobilehome is installed.
4. Mobilehomes may not require more than 100 amp electric service.
5. Installation of heat pumps and air conditioners require prior written approval from management and must be permitted through HCD. Air conditioners must be in good operating condition and must not make excessive noise. New window air conditioners and evaporative coolers may not be installed in the Park.
6. Porches, decks, steps and carports are required and must be of an approved material matching the exterior of the Mobilehome. All steps must be of manufactured quality and faced to compliment the Mobilehome exterior. Steps must have secure wrought iron, aluminum or wood handrails as required by law. Deck and step surfaces must be decorative masonry, exterior wood or composite products, approved deck paint or all weather carpet in good condition and meet WUI Standards.
7. Two (2) storage sheds totaling a maximum of 120 square feet are permitted on each space. Approval of the type and location of such sheds by management is required. Items that would constitute a danger to anyone cannot be stored on the space.
8. Skirting is required, and must meet WUI Standards.
9. Exterior colors are limited to the palette of approved color combinations, which is available in the park office. Prior approval is required before changing paint colors. The submitted painting plan should include sample color chips. Bare wood must be painted.
10. Exterior antennas and satellite dishes (not to exceed forty inches in diameter) are permitted but must be installed at the rear of the Mobilehome so as not to be visible from the street.
11. Installation of a portable outdoor Jacuzzi style spa is allowed. A plot plan must be submitted for written approval, drawn to scale and show the following:
 - a) Physical footprint of the home.
 - b) Distance to lot lines and all other structures.
 - c) Permit from HCD.

- d) Size restriction of 1 unit for maximum usage of four people.
 - e) Privacy screens will be required on 2 sides of the pool.
12. Steel plates placed over the curbing at the entrance to driveways must be of sufficient length and width to cover the curb. In addition, they must be anchored and designed so as not to inhibit the flow of water underneath. It shall be the residents' responsibility to keep the area under and around the plates clean and free of debris.

XIII.

MOBILEHOME MAINTENANCE AND APPEARANCE

1. Residents are required to maintain their Mobilehomes, space and the improvements in a neat, clean, attractive and well-kept condition.
2. All Mobilehomes and improvements must be washed, cleaned, painted and/or waxed as needed to maintain an attractive appearance.
3. All concrete, asphalt and other surfaces must be kept clean and free of oil or other substances.
4. All damage must be repaired or replaced within thirty (30) days; that includes awnings and carport supports. As permitted by law, and in the event residents fail to maintain spaces, management may enter the resident's space to perform such maintenance after a 14-day notice. The resident will be charged for the cost of such work.
5. Only furniture specifically manufactured for outdoor use may be used on patios, porches or yards. Bar-b-cues are permitted.
6. No items may be stored, hung or placed in view of other residents on the outside of the Mobilehome, storage shed, and carport or underneath the Mobilehome.
7. All windows must have drapes, blinds or window coverings maintained in good condition and repair at all times. Exceptions to this rule may be granted by management to accommodate views or other special needs.
8. All refuse must be promptly deposited in trash containers. The containers must be stored in such a manner as to limit their exposure from the roadway and other Mobilehomes.
9. Utility pedestals (meter and utility hookups) must be kept accessible at all times.
10. Holiday decorations and lights must be removed within 15 days after the holiday.
11. No signs, except those permitted by law, are permitted to be placed on the exterior of the home or on the space. In particular, advertising signs for a business or contractor are prohibited.

XIV.

CONDUCT

1. The actions of any person that might be considered dangerous, create a health or safety problem, or disturb others unreasonably is not permitted.

2. All residents are to be afforded the reasonable quiet enjoyment of their homes. Any unusual, disturbing or excessive noise including, but not limited to, barking dogs, loud conversation, loud vehicles, the operation of equipment, loud televisions or radios, musical instruments, shouted threats, profanity, vulgarity or quarreling is prohibited.
3. Fighting, public intoxication, immoral, offensive or illegal acts are prohibited.
4. Residents and/or their guests must limit their noise, particularly between the quiet hours of 10:00 PM and 8:00 AM.
5. Persons shall not encroach or trespass on any resident's space or on any area that is not open for general use by residents and their guests or contractors.

XV. GUESTS

1. A guest is a person who has a permanent residence elsewhere and who visits the home of a resident for a finite period of time. MRL 798.34 states no more than 20 days consecutive or 30 days in a calendar year. The Resident Manager must be notified of any guest staying beyond 30 days and receive approval to do so. Any guest staying beyond thirty days may be required to meet the requirements of residency with respect to the age standard of the park.
2. Residents are to assure that all visitors, including vendors, tradesmen and contractors, comply with the Bylaws and these Rules and Regulations. Guests must be accompanied by a park resident while utilizing common area facilities. The resident will be personally responsible for the conduct of their guest, including minors.
3. Guests must not disturb the peace and quiet of the Park. They are not to play in the streets or on the common areas or the property of other residents. Skateboarding, roller-skating, rollerblading and riding scooters are specifically prohibited.

XVI. VEHICLE CONTROL

1. The speed limit in the Park is 15 miles per hour. Residents are to adhere to the limit and are to assure their guests comply as well.
2. All stop signs and no parking signs must be obeyed.
3. Persons operating vehicles in the Park must be properly licensed for the vehicle they operate.
4. No more than three vehicles are permitted to park on the space and must not extend beyond the curb. Neither residents nor guests may park any vehicle on another tenant's space or vacant lot without permission of that tenant and notifying the office.
5. All residents' vehicles must be registered with the park office, and the vehicles shall be parked in the carport area of their space. Overnight street parking or overnight parking in guest parking areas by residents is prohibited. Violators will be towed or otherwise cited as appropriate.

6. Recreational vehicles, campers, trailers, off-road vehicles, (dune buggies, ATVs), motor homes and boats must be parked only in the designated RV facility—one vehicle per space.
7. RV's may be parked in the street in front of coaches for a maximum of 24 hours for loading and unloading. Resident's RVs cannot be used for overnight use in the park.
8. Visiting RVs are allowed on the streets in the Park for a maximum period of 24 hours. After 24 hours, special permission may be obtained for overnight guest parking in the RV lot, which will be allowed on a space-available basis. Visitor RV's parked on the street, in the RV lot or in guest parking shall not be occupied overnight.
9. Use of RV generators in the park is prohibited.
10. Non-operational and/or unlicensed vehicles must be kept out of the park at all times.
11. Vehicles that leak gasoline, oil, or other volatile or staining substances may not be parked in the street. A drip pan may be used in the driveway as long as it does not become unsightly.
12. Vehicles may only be washed in the vehicle wash area provided by the park. No vehicles are to be washed in the owner's carport or in any other area of the park due to pollution of storm drains.

XVII. **PETS**

Permission to keep a pet must be obtained in writing from the management. In addition, a resident with a pet must sign the Pet Rules and Agreement. Failure to comply with any of the pet regulations can result in revocation of the privilege to keep a pet. The basic rules for pets are summarized below:

1. Dogs, cats, small birds, fish and other ordinary household pets are permitted. Pets are limited as provided in the Pet Rules and Agreement.
2. Ferocious dogs and pets, including Pit Bulls, Rottweiler's, and Doberman Pinschers, reptiles, dangerous, poisonous, or exotic animals are not permitted.
3. Dogs and cats must be vaccinated and licensed in accordance with local ordinance.
4. Pets are not allowed on common area, leashed or not. Pets running loose will be impounded at the owner's expense.
5. Pet excrement must be picked up immediately and properly disposed of.
6. Pets shall not disturb, annoy or endanger any person. This shall include excessive barking. Pets shall not be housed outside. Pets are allowed outside in a fenced yard only when attended by the resident or another responsible person. Pets may not be left unattended outside at any time, including yards and porches.

XVIII.
COMMERCIAL ACTIVITY

1. The Mobilehome and space may not be used for any business or commercial activity that would result in the residential nature of the Park being changed or disturbed. For example, one may have a business where the work is done inside the Mobilehome and other residents are not disturbed by the business activity. In addition, any such business shall comply with applicable zoning ordinances of the City of Santee. A business which involves the following activities is not permitted:
 - a) More than one customer at a time coming into the Park to transact business.
 - b) Employees coming into the park for business purposes.
 - c) The operation of noisy equipment within the park boundaries.
 - d) The storage of materials used in the business within the park boundaries, be it outside the Mobilehome, outside of a storage shed or outside in the RV lot.
 - e) Violation of the law or violation of one or more of the rules and regulations of conditions of tenancy.
2. Residents with commercial vehicles may store no more than one such vehicle in the RV storage yard.

XIX.
FACILITIES

1. Rules of conduct concerning the use of Park facilities are posted throughout the park, and by this reference they are hereby incorporated as though set forth in full.
2. All requests for use of park facilities such as recreation hall, kitchen or game and meeting rooms will be made through the manager. Dates and contract are made between a resident and manager, not friend or family member. The Resident Manager maintains the correct social calendar for The Highlands.
3. Persons in wet swimwear are not allowed in the clubhouse. Proper covering, including shirts, and shoes are required for admittance.
4. No alcoholic beverages shall be consumed in any common area of the park that is open to you or your guests, including streets and other common areas, with the following exceptions:
 - a) Alcoholic beverages are allowed in the clubhouse during park-sponsored activities.
 - b) Alcohol is allowed at private parties if a security guard is present. Security guards shall be at the expense of the host of the private party. One guard per each 50 guests.
5. No food, beverages in glass containers or alcoholic beverages are allowed in the pool areas at any time.
6. Guests must be accompanied by a park resident while utilizing the pool(s). Hours for children are 10 a.m. to 2 p.m. in the small pool and all day in the large pool.

7. Radios or devices are not allowed at the pools. Residents may use headphones or ear buds with MP3 or other devices.

XX.

RENTING, SUBLETTING AND SALE OF A MOBILEHOME

1. Resident tenancy agreements DO NOT PERMIT leasing or subleasing of Mobilehomes.
2. All monthly rent and other charges are due and payable on the first day of each month payable to HMCA. A late charge of \$25.00 will be assessed for payments not received by the fifth of the month, or for checks returned for non-sufficient funds.
3. If a resident wishes to have someone use his/her Mobilehome during an absence for a period greater than two weeks, written permission from management must be obtained in advance. Any occupancy of a Mobilehome by a temporary occupant for longer than one month shall be considered subleasing, and is not permitted. Any such temporary occupant must be 40 years of age or older. The resident is responsible for all actions of the occupant during the absence of the owner. Temporary occupants are not allowed to use park facilities.
4. A resident may sell his/her Mobilehome at any time. Residents or their agent must notify management in writing of their intent prior to the sale offering.
5. Management will conduct an inspection of the exterior of the Mobilehome to be sold and the space to determine compliance with current health and safety codes and these rules and regulations. The seller and agent will be notified of any repairs required for resale. Any repairs must be completed or contracted to be completed by either the seller or buyer prior to the close of escrow and confirmation provided to the office.
6. Buyers must complete an application for residency and submit to a personal interview by management.
7. The prospective purchaser shall sign a rental agreement and all documents required for tenancy including these rules.
8. If the prospective purchaser fails to comply with any of the foregoing requirements or fails to meet current eligibility requirements, the purchaser shall not take possession of the resident's Mobilehome, and shall have no right of tenancy in accordance with the law.
9. Except for "open house" signs, any sign advertising the sale or exchange of Resident's Mobilehome may not exceed the maximum size and number of such signs and may only be located in the place(s) specifically listed in the then current version of the Mobilehome Residency Law. Any change in the Mobilehome Residency Law or other laws affecting the restriction on signs shall automatically become applicable and be part of the Rules and Regulations. "Open House" signs are allowed, but must be removed immediately after the open house ends.
10. No "garage sales" are permitted. If a resident is vacating the park, the resident may conduct an "estate sale." Advertised estate sales may utilize directional signs within the park for a maximum of two (2) days, but signs must be removed immediately after the "estate sale" ends.

XXI.
WAIVER OF LIABILITY

1. You hereby waive and release all claims against management for damage to property, including but not limited to, furniture, equipment, records, goods, wares, merchandise or other property on or about your Mobilehome space, for any cause arising at any time, excluding management's gross negligent or intentional conduct. You hereby agree to indemnify and hold management harmless from and on account of any damage or loss or injury to any person, or to any property, including but not limited to furniture, equipment, records, goods, wares, merchandise or other property of any person arising from your use of the park or arising from your failure to keep your Mobilehome or space in a reasonable condition, or arising from your negligence or the negligence of your family or guests, or by any owner or occupants adjoining, or other Mobilehomes or property. You agree to pay for all damages, loss, and injury to property or persons of other tenants, together with their families, and to tender defense in relation thereto, as caused by you, your family or guests.
2. No waiver by management of its right to enforce any provision hereof, after your default, shall be deemed a waiver or estoppel of management's right to enforce same upon any further default on your part. The acceptance of rent hereafter shall not be construed to be a waiver or estoppel of any breach of any term, covenant, rule or condition of your rental agreement, or of these rules, nor shall it reinstate, continue or extend the term of your rental agreement or affect any notice, demand or suit hereunder. The rules are a private matter between resident and management, and are not entered into for the benefit of any third parties, nor are there any third party beneficiaries to this agreement.
3. The Board of Directors reserves the right to amend these rules in accordance with existing law.

YOU HEREBY ACKNOWLEDGE RECEIPT OF THE FOREGOING RULES AND REGULATIONS FOR THE HIGHLANDS MOBILEHOME PARK. HAVING READ AND UNDERSTOOD THEM, YOU AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS HEREIN SET FORTH. FURTHER, SHOULD THE PARK AND/OR MANAGEMENT BE ISSUED A CITATION FOR YOUR ACTIONS THAT ARE CONTRARY TO THESE RULES AND REGULATIONS, YOU HEREBY ACCEPT TO ASSUME FULL LEGAL AND FINANCIAL RESPONSIBILITY FOR CORRECTING SUCH ACTIONS.

Space Number _____

Resident Signature

Date

Resident Signature

Date

Resident Signature

Date