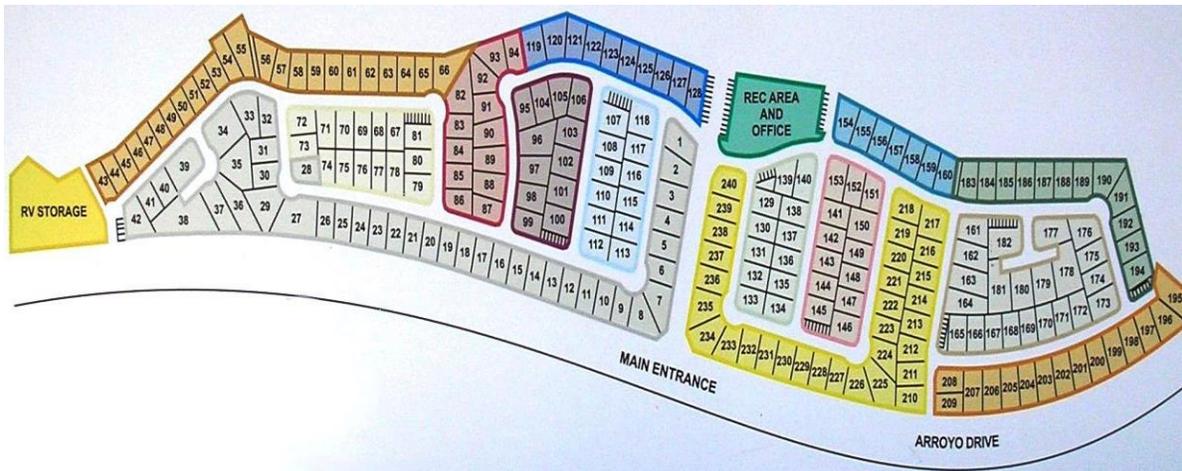


# Rules and Regulations

## Villa del Arroyo

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# Villa del Arroyo Rules and Regulations

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# **Villa del Arroyo Rules and Regulations**

## **(1) Preamble**

1. These are the Rules and Regulations for Villa del Arroyo and have been prepared in accordance with the Mobilehome Residency Law and are attached to the Rental Agreement executed between the Resident and Villa del Arroyo. Violations of the Rules can give the Park cause to evict anyone living in the mobilehome pursuant to section 798.56 (d) of the California Civil Code.
2. If any of the Rules and Regulations are unclear, Management should be contacted for an explanation. By executing the Rental Agreement to which the Rules and Regulations are attached, the Resident acknowledges they are reasonable and accepts them.

## **(2) Purpose**

1. The purpose of the Rules and Regulations is to conform to the law, promote harmony within the community, enhance the aesthetic appeal of the Park, maintain property values, and ensure safety for all.
2. The Rules and Regulations have been adopted for the benefit and protection of all residents, prospective residents, temporary residents, guests, invitees, and any person on Park premises.

## **(3) Definitions**

1. "Park" refers to the Villa del Arroyo Mobilehome Park located at 15750 Arroyo Drive in Moorpark.
2. "Owner" refers to the non-profit 501(c)3 corporation that purchased the Park and is committed to providing an affordable housing community pursuant to federal, state, and local housing laws.
3. "Management" refers to the company and its representatives hired by the Owner and authorized to manage the operations of the Park.
4. "Residents" refers to the legal occupants of the mobilehomes.
5. "Homeowners' Association" refers to the Resident-elected body that represents the Residents of the Park as a whole and is not affiliated with the Owner or Management.

#### **(4) Authority and Application**

1. The Park Owner has established the Rules and Regulations to comply with existing laws, ordinances, health and safety requirements imposed on all mobilehome parks, the individual spaces, all appurtenant structures and accessories, and on the conduct of all persons residing in the Park including their guests and invitees.
2. Upon violation of the Rules and Regulations, a notice will be delivered to the Registered Owner and Legal Owner of the mobilehome as required by the Mobilehome Residency Law.
3. The Rules and Regulations may be changed from time to time, upon proper notice, without the consent of the Resident under the provisions of the Mobilehome Residency Law.
4. The Park is operated under the laws of the State of California and applicable ordinances of the County of Ventura, the City of Moorpark, the documents related to the mobilehome revenue bonds issued by the City of Moorpark, and the Rules and Regulations set forth below.
5. The Rules and Regulations promote the mutual interests of the City of Moorpark, the Owner, and the Residents. They include compliance with the law, codes and standards, maintenance standards for home sites and common areas, and reasonable conduct requirements.

#### **(5) Management**

1. Management is authorized to oversee the daily operations of the Park, to enforce the Rules and Regulations, and to employ all necessary personnel.
2. Management and Owner contact numbers and contact addresses shall be posted at the entrance to the clubhouse.
3. Park office hours will be established by Management and posted. Park employees may be contacted at any time via office phone, voice mail, or email.
4. The Park office shall be the first point of contact for submission of Applications for Residency and any questions, complaints, or requests.

#### **(6) Compliance and Enforcement**

1. The Park intends that the Rules and Regulations be complied with and infractions be corrected by mutual understanding. Any action taken by Management upon an occupant

in the Park, with or without recourse to a court of law, shall be upon proper notice and procedures as required by law.

2. Management will make every effort to enforce all Rules and Regulations, and conditions of tenancy equally; however, the Resident agrees these are private matters between Management and the affected Resident and the enforcement, or lack thereof, will not result in any damage or claim by any Resident in the Park.
3. Residents who are in violation of the Rules and Regulations may be given one of the following notices:
  - a. Courtesy Notice – Request to Comply
  - b. (7) Day Notice to Comply with Rules and Regulations
  - c. (14) Day Notice of Intent to Charge for Space Maintenance
  - d. (14) Day Notice of Intent to Charge for Removal of Personal Property

If Management is compelled to perform work at a Resident's lot, the charge will appear on the Resident's next rent statement as allowed by the Mobilehome Residency Law.

#### **(7) Occupancy**

1. All Residents must complete an Application for Residency prior to residing in the Park. Each occupant of the mobilehome, regardless of when they move in, must be approved by Management.
2. The maximum occupancy for the mobilehome is two people per bedroom, plus one additional person. A bedroom is defined as a room with a privacy door and a closet.
3. The Park is "single family" and the mobilehomes may be occupied by immediate family only, defined as parents, grandparents, children, or grandchildren. Any others occupying the mobilehome are defined as renters.
4. Renting or subletting is not allowed. However, a Resident living alone may share the mobilehome with one other person.

#### **(8) Rules of Conduct**

1. Residents and guests shall observe all Rules and Regulations posted at the Park entry and in the recreation areas. Residents shall not commit or allow any nuisance on the premises, or allow the premises to be used for any unlawful purpose.
2. Residents shall pay for all damage to the clubhouse, recreation areas, equipment or any other Park property caused or contributed to by them or their guests.

3. Immoral conduct is not permitted in the Park. No alcohol or illegal drugs are to be served or consumed in the clubhouse, pool area, parking lots, or anywhere in the common areas of the Park.
4. Bikes, skateboards, rollerblades, and scooters of any kind are not permitted in the areas around the clubhouse, tennis court, Park entrance, or bus stop.
5. No loud motor vehicles, talking, music, radio, television or other noise capable of disturbing a neighbor in any manner will be permitted.
6. Tampering with electrical service connections, fuses, or other Park utility connections is strictly forbidden. Residents should contact Management in the event of any malfunction.
7. No commercial business that increases traffic in or out of the Park shall be permitted including, but not limited to, daycare of non-residents, auto repair or sales, auction sales, moving sales, or individual yard sales.
8. Solicitors and vendors, whether Residents, guests, or visitors are not permitted in the Park.
9. Residents shall not use the premises in any manner that will increase the risk, or rate of insurance, or cause cancellation of any insurance policy covering the premises.

**(9) Guests**

1. Residents are responsible for the conduct of their guests. Guests must be accompanied by an adult Resident of the Park when using the pool, recreational facilities, or any equipment.
2. All guests are limited to a stay of (20) consecutive days or total of (30) days in a calendar year. Any extension of guest stays must be approved by Management in writing and additional charges may apply.

**(10) Resident Information**

1. Residents are required annually to provide a completed Resident Profile and Income Certification form to the Park. The form is mandated by the Owner's Bond Agreement with the City of Moorpark and is used to provide evidence of continuing qualification for the Park's federal tax exemption, property tax exemptions, and other cost saving programs. This benefits the entire community since the savings flow into the Park's Maintenance and Repair Fund. All forms are held in strict confidence by the Park Owner.

2. Residents may be required to furnish Management with a copy of their Mobilehome Registration, or a copy of their property tax bill, showing the Legal and Registered Owners of the mobilehome.
3. Residents may seek to organize a Homeowners' Association, which will inform, represent, and advocate for the homeowners as a group.
4. Residents, for safety reasons, should notify Management before leaving their homes for extended periods.

**(11) Maintenance of Lots**

1. Resident shall maintain the premises, landscaping and mobilehome in a clean, attractive and well-kept fashion at their own expense, including the front, sides and back at all times.
2. Resident shall permit Management to enter the mobilehome lot at all reasonable times for the purpose of inspecting, maintaining or making repairs, alterations, or additions to any portion of the lot.
3. Resident will be charged a reasonable fee, upon notice, for the maintenance of the land and premises upon which the mobilehome is situated in the event the Resident fails to do so in accordance with the Rules and Regulations.
4. Open storage of any type beneath, behind, or around the mobilehome is not permitted.
5. Unless specifically designed and intended for outdoor patio use, the use of any furniture on the porch, patio, driveway, or landscape is expressly prohibited.
6. No appliances or equipment may be stored anywhere outside the mobilehome, including the porch, patio, driveway, or landscape.
7. Trash containers are permitted out the day before scheduled collection and must be taken in the day of trash pickup and placed in the driveway behind the driveway steps.
8. Utility meters must be clear of stored items and easily accessible at all times.
9. Holiday lights and decorations may not be displayed in excess of (30) days before or (15) days after the relevant holiday.
10. Exclusive possession of the lot by the Resident includes the corresponding exclusive responsibility for conditions at and below ground level.

11. Resident is responsible for maintaining clear drainage of the lot. Drainage must not be blocked by walkways, shrubs or any other obstruction and must not drain onto adjacent lots.
12. In the event the Resident removes his mobilehome and any additions or improvements, he may do so providing all depressions or holes left by the removal are filled and lot is left in a neat, uncluttered condition.

## **(12) Landscaping**

1. Landscaping includes grass, trees, shrubs, and any other living things on the Resident's space whether planted by the Resident, prior Resident, or any other person.
2. Landscaping projects must be completed within (60) days of commencement, or in the case of a new home installation, within (60) days of home placement.
3. Residents shall maintain landscape areas on a regular basis keeping grass, shrubs, and trees watered and trimmed in an attractive manner.
4. Garden hoses are not to be stored in the front of any mobilehome and must be hidden from view.
5. Residents are not permitted to plant a tree, or shrub over (7) feet at maturity, without first obtaining written permission from Management.
6. Management is responsible for the trimming, pruning, or removal of any tree in the common area of the Mobilehome Park.
7. Management is solely responsible for the trimming, pruning, or removal of any tree on a rental space, and the costs thereof, upon written notice by a Resident or a determination by Management that the tree poses a specific hazard or health and safety violation. In the case of a dispute, the State Department of Housing and Community Development (HCD) or the responsible local enforcement agency shall make the determination of hazard or violation.

## **(13) Restrictions on Improvements**

1. Management's written approval is required prior to installation of mobilehomes and all improvements and accessories including, but not limited to paint, steps, ramps, awnings, carports, supports, enclosures, skirting, porches, patios, storage sheds, fencing, gates, and concrete.

2. Any approved installations, additions, or improvements, must be completed within (60) days, shall be at Resident expense, and will remain the property of the Resident. Management may require any unapproved installations, additions, or improvements to be removed at Resident's expense.
3. Mobilehomes, along with any accessories, must maintain a minimum set back of (5) feet from the street.
4. Paint colors used for mobilehomes must be approved by Management and maintained in an attractive manner.
5. Ramps may be installed in the driveway or rear of the mobilehome, not in front of the mobilehome, and must meet applicable building codes.
6. Structurally damaged awning supports must be repaired or replaced within (60) days with Management approved material.
7. Lattice may not be used as fencing. Lattice used as an enclosure must be open (18) inches at the top and bottom, be framed in to prevent bending, and be properly installed.
8. Storage sheds shall measure no more than (120) square feet and (10) feet in height. They must be placed at the rear of the driveway, unless another location is approved in writing by Management. If composed of combustible material, sheds shall be (3) feet from the property lines, except where rear property line is adjacent to a roadway.
9. Fences shall measure no more than (4) feet in height, must be made of Management approved material, and may not extend further forward than the rear third portion of the mobilehome lot. Utility meters must be accessible and may not be fenced in.
10. Concrete may not be installed over gas or water lines, may not be unfinished on the surface, and may not be installed in the front of a mobilehome.
11. Satellite dishes may be no larger than one meter and may only be installed toward the back of the mobilehome behind the driveway awning, or in a location that is out of direct view from the street.
12. Antennas, except with written Management approval, are not allowed.
13. Management shall be responsible for the maintenance, repair, replacement, paving sealing, and the cost related to the maintenance of all driveways installed by the Owner or previous Owner of the Park. Such work will be scheduled at the sole discretion of Management.

14. Residents shall be responsible for the maintenance, repair, replacement, paving, sealing, and the cost related to the maintenance of a Resident installed driveway. Residents may be charged for the cost of any damage to their driveway caused by their act or breach of responsibility.

#### **(14) Signs, Flags, and Banners**

1. Residents are permitted to display mobilehome for sale signs, political campaign signs, and United States flags at their home sites. No other signs, flags, or banners are permitted at home sites or in the common areas, except Park owned signage.
2. Residents may place a mobilehome for sale sign or political campaign sign not greater than (24) inches by (36) inches in a street facing window or in front of the mobilehome facing the street on a post frame.
3. Posted signs in front of the mobilehome may not extend into the street.
4. Mobilehome for sale signs shall include a description of the property for sale, a contact number, and agent name if applicable.
5. Political campaign signs may not be displayed in excess of (90) days before, or (15) days after, the relevant election.

#### **(15) Pets**

1. Residents must execute a Pet Agreement and obtain permission from Management to permanently, or temporarily, house any pet in the Park. Any exceptions to the Pet Rules must be approved by Management in writing.
2. Residents are permitted to house (1) pet at their home site. A pet is defined as a domesticated dog, cat, bird, reptile, or other animal agreed to by Management.
3. Only pets not over (20) inches high at the shoulder, as measured at maturity, are allowed.
4. Each pet must be licensed and inoculated in accordance with applicable City regulations.
5. If any pet appears to pose a threat to the health and safety of the Residents or Park Employees, permission to house the pet in the Park will be revoked.
6. If any pet causes a disturbance to another resident such as barking, snarling, or invading another Resident's home site, permission to house the pet in the Park may be revoked.

7. Any pet, when not inside a Resident's mobilehome, must be kept on a short leash. Pets may not be left unattended outside of the mobilehome. Any pet, including cats, found loose in the park may be confined and turned over to the appropriate animal control authority.
8. Pets claimed as assistance animals must be certified and the Resident must have written documentation of need from a licensed medical doctor.
9. No pets, with the exception of certified assistance animals, are permitted in the clubhouse or clubhouse grounds at any time.
10. No exterior pet housing is allowed.
11. Pet owners are responsible for picking up and properly disposing of their pet's waste on the bike path, greenbelt, common areas, or wherever it occurs.
12. No breeds generally recognized as vicious, whether pure bred or mixed, are allowed.

#### **(16) Vehicles**

1. All vehicles must drive at posted speeds throughout the park and all stop signs and parking signs must be obeyed.
2. The parking of vehicles at mobilehomes is allowed in the driveway only and vehicles may not extend into the street. With Management's written approval, driveways may be extended, provided they are not closer than (5) feet from the rear property line.
3. Only Management approved vehicles are to be parked at the mobilehome site. A storage area is provided for the parking of recreational vehicles, boats, trailers, large trucks, and other vehicles. There is a monthly charge for vehicles parked in the storage area.
4. No inoperative, unsightly, or unregistered vehicles will be allowed to remain at the mobilehome site, in the storage area, or anywhere in the park.
5. Only licensed motorcycles, motor scooters, mini bikes or mopeds will be allowed to be driven in the park and they can be driven only on the streets.
6. Car washing is permitted only in the Resident's driveway and not in the street.
7. Vehicles are not allowed on blocks in the driveway. Repairing vehicles at the mobilehome or any other area in the Park is prohibited.

#### **(17) Parking**

1. Residents are prohibited from using the guest parking areas for personal vehicles.
2. Guests and visitors that cannot utilize mobilehome site parking may park their vehicles at the designated guest parking areas during posted hours. Overnight parking is prohibited without a Management issued parking pass. Violators are subject to being towed at vehicle owner's expense.
3. Parking in the street is strictly forbidden and noticed by sign at the entry to the Park. Fire Department ordinances require streets be kept clear for all emergency vehicles. Vehicles parked in violation of this section will be removed from the park in accordance with the applicable requirements of the California Vehicle Code.

### **(18) Pool and Spa**

1. The use of the swimming pool and spa is a privilege and can be revoked at any time upon violation of this section. Additional rules regarding use of the pool and spa not in this section are posted in the pool area.
2. All persons using the pool or spa do so at their own risk. There is no lifeguard on duty at any time. Management is not responsible for accidents or injuries resulting from the use of the pool or spa, except for Management's active negligence or willful misconduct.
3. The use of the pool and spa is limited to Residents and their guests within posted hours.
4. Only an adult Resident can sponsor guests. There is a limit of two (2) guests per space and the Resident must be present with their guests at all times.
5. A Resident must be at least (14) years of age to swim in the pool or spa without the presence of an adult Resident (18) years of age or older.
6. Do not swim alone. Make sure someone else is in or around the pool in the event of an emergency.
7. Residents are responsible for supervision of their own children, even if other adults are present at the pool area.
8. All persons must be clean and showered before entering the pool or spa. No sun tan oil or other skin preparations are to be used prior to entering the pool.
9. No alcoholic beverages, illegal drugs, food or glass objects are permitted. Hairpins while in the pool are not permitted since they can leave permanent rust stains and damage the filter pumps.

10. No games or horseplay are allowed in the pool or adjacent areas. No running on the pool deck is permitted.
11. No pets of any kind, with the exception of certified assistance animals are allowed in the pool and spa area.
12. It is the responsibility of the Resident to dispose of all refuse into the provided trash containers. Ashtrays are for the disposal of tobacco items only.
13. No child wearing diapers is permitted in pool without a tight-fitting protective cover.
14. Only attire specifically manufactured for swimming can be worn in pool and spa. No cut-offs or jeans may be worn in the pool or spa.
15. No wet swimsuits are to be worn in clubhouse or billiard room.

#### **(19) Grounds for Eviction**

Termination of tenancy and eviction shall commence, upon notice, pursuant to the Mobilehome Residency Law and shall include the following:

1. Failure of Resident to comply with local ordinance or State laws and regulations relating to mobilehomes, within a reasonable time after Resident receives a notice of non-compliance from Management or appropriate government agency.
2. Conduct of Resident upon Park premises that constitute a substantial annoyance, or are detrimental to the health, safety, and welfare of other Residents.
3. Conviction of Resident for prostitution or a felony controlled substance offense if the act was committed anywhere in the Park, unless the person convicted has permanently vacated, and does not subsequently reoccupy, the mobilehome.
4. Failure of Resident to comply with reasonable Rules and Regulations that are part of the Rental Agreement or for non-payment of rent, utility charges, or reasonable incidental service charges.
5. Condemnation or change of use of the Park as allowed by law.

#### **(20) Legal Notices**

1. Resident Acceptance - Management is permitted under the Mobilehome Residency Law, to investigate the ability of prospective Residents to pay rent and comply with the Rules and Regulations of the Park. Within (15) business days of receiving all of the information requested, Management will notify the Seller and prospective Resident of acceptance, or rejection, and the reason if rejected.
2. No Discrimination - These Rules are made subject to the condition that there shall be no discrimination by the Owner, Management, Resident, or their associates against or segregation of any person or group of persons on account of race, color, religion, creed, disability, sex, sexual orientation, marital status, ancestry or national origin in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the leases herein.
3. Limits of Liability - Except for their negligence, Owner and Management shall not be liable for damage claimed for injury to any person including Residents, guests, invitees or licensees, or for property damage from any cause related to Resident's occupancy of the Premises, including those arising out of damages or losses incurring in areas adjacent to the space, or for loss of personal property, mobilehome parts or equipment.
4. Hazardous Material - State Law requires Residents to give written notice to Management if they discover the presence or suspect the presence of any hazardous substance on or beneath their mobilehome space. There are civil penalties for failure to do so. Management reserves the right to prosecute Residents and terminate tenancies of those who cause hazardous substances to be located on or beneath the mobilehome space.
5. Zoning and Conditional Use Permit - The zoning under which the Park operates is "Trailer Park Development". If a change occurs concerning the zoning permit or lease under which the Park operates, or under a lease in which the Owner is a lessee, all Residents shall be given written notice within (30) days of such change. The State HCD office issues Operating Permit to the Park, which renews annually on July 1<sup>st</sup> and is posted in the Park office.
6. Megan's Law Notice - The California Department of Justice, Sheriff's Departments, and Police Departments serving jurisdictions of 200,000 or more, and many other local law enforcement authorities maintain for public access a database of the locations of persons required to register pursuant to paragraph (1) subdivision (a) of 290.4 of the Penal Code. The database is updated on a quarterly basis and is a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service and callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service. Owner, Management, Sellers, and Brokers are not required to provide information in addition to that contained in this notice regarding the proximity of registered sex offenders. The information in this notice shall

be deemed to be adequate to inform the lessee or transferee about the existence of a database regarding those locations. The information in the notice shall not give rise to any cause of action, by a registered sex offender, against the disclosing party.