

MANUFACTURED HOME SPACE LEASE AGREEMENT

STONE PINE COVE

830 STONE PINE ROAD,  
HALF MOON BAY, CA 94019

This Stone Pine Cove Space Lease Agreement (the "Lease Agreement") is made as of \_\_\_\_\_, (the "Effective Date") by and between Bigfoot Homes, Inc., a California corporation ("Management"), as agent for, and on behalf of, the County of San Mateo, a political subdivision of the State of California ("County" or "Owner"), and

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

*(Include names of all household members aged eighteen and over. Attach additional names, if necessary)*

Collectively referred to herein as "Residents" or "Household". Management and Household may be collectively referred to herein as "Parties" and individually as "Party" with reference to the following:

This Lease Agreement is entered into between Management and Homeowner for the personal and actual residence of Resident. Management and Homeowner further agrees as follows:

1. **PREMISES.** Management leases to Resident on the terms and conditions contained in this Lease Agreement, the portion of real property designated as space number: \_\_\_\_\_ (the "Premises") in Stone Pine Cove (the "Community") located at 830 Stone Pine Road, in Half Moon Bay, California, for use as the site by Residents for the location and occupation of one manufactured home owned by one or more of the Residents ("Unit") occupied as their principal residence. The premises do not include any adjacent landscaped areas. Landscaped areas will be maintained by Management.

Except as and to the extent set forth in Exhibit H, if applicable, Management and Residents agree that Management is not leasing a dwelling, dwelling unit, or dwelling structure of any kind to Residents, but only the site upon which the Unit described herein may be located and occupied by Homeowner.

All adult persons residing at the Premises that are not "Guests" as defined in the Stone Pine Cove Rules and Regulations (the "Rules and Regulations") must be listed as a signatory to and

must sign this Lease Agreement. Names of all children must be included in the Verification of Household Composition Addendum (Exhibit D). Any person not listed in this Lease Agreement may not reside at the Premises unless Management is specifically required by law to allow such residency.

2. TERM. The tenancy created under this Lease Agreement shall commence on \_\_\_\_\_ (“Commencement Date”) and shall be for a term of (**Check One.**):
- a.  - Twelve Months, or
  - b.  - \_\_\_\_ months

Unless sooner terminated in accordance with the terms of this Lease Agreement.

3. SPACE LEASE RENT AMOUNT. Resident shall pay space lease rent in advance on the first (1<sup>st</sup>) day of each and every month, in the total sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) per month.

The prorated rent for the first month shall be \$\_\_\_\_\_ and is due on the Commencement Date.

The space lease rent is subject to applicable state and local laws and may be increased annually, at Management’s discretion, consistent with applicable provisions of the California Mobilehome Residency Law, and at a rate no more than the annual increase in the Consumer Price Index (CPI) for the County of San Mateo. If at time of annual monitoring by the County, the Resident’s household income is greater than eighty percent (80%) of Area Median Income for San Mateo County, Resident’s space rent may be increased to the lesser of 30 percent (30%) of the household’s actual monthly household income or to a comparable market rate rent for a unit of comparable size, upon ninety (90) days’ written notice to Borrower. Any rent increases are subject to applicable state and local laws.

4. SPACE LEASE RENTAL PAYMENT. Space lease is due from Resident and payable in advance on the first day of each month without deduction or offset whatsoever. If not paid by midnight on the sixth (6<sup>th</sup>) of the month, a charge of 10 percent or twenty-five dollars (\$25.00) whichever is greater will be imposed. Said service charge is necessary to compensate Management for the extra expense of collecting said payment. Should the sixth (6<sup>th</sup>) day of the month fall on a weekend or a legal holiday, the time for making all such payment shall be extended to midnight of the first day following the weekend or legal holiday. The Resident shall pay a handling charge of twenty-five dollars (\$25.00) for each check returned by a bank or other financial institution due to insufficient funds or for any other reason given for returning the check pursuant to California Civil Code Section 1719(a)(1) to compensate Management for the extra expense of processing said checks. Third party checks will not be accepted. In the event Management is required to initiate legal proceedings to collect any delinquent amounts, nothing in this paragraph shall prevent management from recovering any and all attorneys’ fees Management may be entitled to pursuant to California Civil Code Section 798.85.

Payment shall be made at the Management office during regular business hours or at such other location as the Management may designate from time to time. In the event the on-site manager

is not available, Homeowner shall deposit the space lease rent, and any other amounts owed, in the drop box outside of the on-site manager's office which is accessible to Homeowners twenty-four (24) hours per day, seven (7) days per week. However, in the event Homeowner's space lease rent or other payment is delinquent and Homeowners is provided a notice to pay or vacate, Management reserves the right to require payment by mail, as set forth in the notice to pay or vacate. In the event of payment by mail, Homeowner shall keep proof of the date of mailing.

5. SECURITY DEPOSIT. On execution of this Lease Agreement, Resident shall deposit with Management the total sum of ONE MONTH RENT \_\_\_\_\_ dollars (\$ \_\_\_\_\_) as security for the performance by the Resident of the provisions of this Lease Agreement.

If the Resident is in default, Management may use the security deposit or any portion of it, to cure the default or to compensate the County for any damage sustained by the Community resulting from the Resident's default. If the Resident is not in default when the Resident terminates their tenancy, Management shall return the security deposit to the Resident. Management can maintain the deposit with the Community's general and other funds. Management shall not be required to pay Resident interest on the security deposit.

6. NINETY (90) DAY NOTICE REQUIRED FOR SPACE LEASE RENT INCREASE. Any increase in space lease rent authorized under this Lease Agreement shall be effective beginning the first (1<sup>st</sup>) day of the relevant month following ninety (90) days written notice pursuant to California Civil Code Section 798.30. This ninety (90) day notice requirement does not apply to the initial space lease rent amount established by this Lease Agreement.

7. UTILITIES.

- a. Trash, Water, and Sewer Services. Trash collection, water, and sewer services will be provided by Management through agreements between the County/Management and the service provider.
  - i. The cost of sewer services is included in the monthly space lease rental amount.
  - ii. Water services will be billed separately to Residents on a monthly basis and will depend on residents' actual usage of water each month.
  - iii. **Trash collection services will be billed separately to Residents on a monthly basis in the amount of \$ \_\_\_\_\_.** The base price for a 32-gallon trash service is \$45.13 monthly and includes recycling and a 20-gallon organics cart. Residents have an option to upgrade the size of the trash bin to a 64-gallon bin, this will cost \$90.19 monthly. These rates are subject to future adjustment upon rate increases by the service provider, and

Management shall provide notice of any such increase as set forth in this Agreement.

- b. Electricity. Resident shall be solely responsible for paying for all electric utilities that are consumed within the Premises, beginning on the date of delivery of possession of Premises to Resident through the date Management reacquires possession of the Premises. As of the move-in date, Residents must obtain electric utility service in his/her own name by contracting directly with the utility provider.

Failure to make necessary arrangements for Resident's electric utility service may result in an interruption of services and Resident's failure to transfer such utility services to Resident's name may be, at the Management's discretion, considered a material breach of this Agreement and shall constitute grounds for termination of this Lease Agreement. Resident agrees that if Management is billed for utility services which are the Resident's responsibility, the Resident may be subject to actual utility service charges if not already paid plus a \$20 penalty payable to Management for each billing cycle during which the Resident has failed to become the customer of record with the utility provider. This charge consists of the expenses incurred by the Management in communicating with the utility provider and/or Resident regarding the utilities and the lost investment value of funds required to be advanced on the Resident's behalf to pay utilities for which Resident is responsible. It is agreed between the parties that these expenses, though acknowledged to exist, are difficult to ascertain and that the additional charge is a reasonable estimate of their actual amount.

- c. Telephone, Internet, and Cable Television Service. Telephone, internet, and cable television service for Resident's Premises are not included in the Resident's space lease rent. If Resident requires these services, Resident must purchase those services directly from the relevant provider. In addition, Resident must pay any and all services as billed by the relevant provider, including any and all increases in said fees and charges.

Management shall provide notice of interruptions in utility service for utilities systems over which it has control within the Community as required by California Civil Code Section 798.42. Management shall otherwise not be responsible and shall be held harmless by Resident for any decrease or stoppage of such utility services over which Management does not have control.

Nothing in this Lease Agreement shall prevent Management from billing Homeowner separately for any and all utilities pursuant to California Civil Code Section 798.41.

**8. GUESTS AND VISITORS.** Resident understands and agrees that Guests and Visitors are subject to the Rules and Regulations included as Exhibit A to this Lease Agreement, including Section IV governing the length of stay of Guests in the Community.

9. GOVERNMENT ASSESSMENTS AND OTHER PERMISSIBLE CHARGES. Nothing in this Lease Agreement shall prevent Management from billing Resident separately for any government assessment or other fee or charges allowed by law, including any government assessment or other fees or charges pursuant to California Civil Code Section 798.49.

10. HOLDOVERS. If Resident, without Management's consent, remains in possession of the Premises after the expiration of the term of this Lease Agreement or any extension thereto, and has not executed a new Lease Agreement with respect to the Premises, said possession of the Premises by the Resident shall be deemed to be a month-to-month tenancy on the same terms and conditions of this Lease Agreement. It may be terminated in accordance with the provisions of the Mobilehome Residency Law or other applicable state law.

11. ADMINISTRATIVE/LATE CHARGES. A charge may be assessed by Management in the amount of twenty dollars (\$20.00) whenever other charges are paid more than five (5) days after they are due. The five-day period does not include the date the payment is due. A charge may be assessed in the amount of thirty-five dollars (\$35.00) whenever a check for any other charges is returned unpaid from a bank or financial institution. It is hereby agreed between the Parties that the actual amount of costs and/or damages to the Management with regard to a late payment or returned check is difficult or impractical to ascertain and both Parties hereto agree that the charges identified in this Section are a reasonable estimate of such costs and/or damages.

12. TAXES, REGISTRATION, AND INSURANCE. Household will promptly pay all taxes, insurance, registration fees, and other payments due for the Premises that must be made to any government entity or agency, including but not limited to the State of California and the County of San Mateo. Resident shall provide Management with a copy of its annual registration within 30 days of receipt from the State. Management may charge Resident a fee of thirty-five dollars (\$35.00) for the cost of obtaining registration information should Resident fail to comply with this provision.

13. COMMUNITY RULES AND REGULATIONS. The Rules and Regulations are included as part of this Lease Agreement as Exhibit A and are incorporated herein by reference as though fully set forth herein. Resident agrees to comply with all Rules and Regulations that now exist, and such additional Rules and Regulations as maybe promulgated by Management from time to time. Management shall have the power, without Resident's consent, to make changes, additions, and/or deletions to said Rules and Regulations, consistent with the terms of California Civil Code Section 798.25.

14. COMMUNITY ELIGIBILITY AND ANNUAL MONITORING AND REPORTING.

- a. Community Eligibility. Residents understand and agree that the Stone Pine Cove Community is operated as an affordable housing community for lower-income San Mateo County agricultural workers, which offers leases to eligible households at below market rates, and that Residents have been approved for residence at the Community pursuant to the Community Eligibility criteria set forth in the County's

Resident Selection Plan. As set forth in this Agreement, including the incorporated Community Rules and Regulations, residence at the Community is expressed conditioned on Residents maintaining compliance with applicable Community Eligibility criteria, including, but not limited to, those criteria:

- i. Requiring Residents to comply with occupancy standards set forth in Section XI of the Community Rules and Regulations;
  - ii. Requiring that Residents occupy the Unit as their principal residence, defined as occupying the Unit for ten (10) months out of each calendar year;
  - iii. Requiring Residents to promptly pay all taxes, insurance, registration fees, and other payment due for the Premises, as specified in Section 12 of this Lease Agreement; and
  - iv. Requiring Residents to maintain income eligibility for the below market rate rental amount, as specified in Section 3 of the Agreement.
- b. Annual Monitoring and Reporting. Residents must annually provide documentation confirming ongoing Community Eligibility. Residents shall annually, as required and directed by County and/or Management, provide the following documentation:
- i. Certification of Residents' household size in compliance with Section XI of the Community Rules and Regulations;
  - ii. A declaration certifying under penalty of perjury that the Unit is Residents' principal residence, as well as recent copies of two forms of utility bills, bank statements, government benefits correspondence, or other documents acceptable to the County showing Resident's name and the Unit address at the Premises;
  - iii. Official documentation showing that the Resident has promptly paid all taxes, utilities, insurance, registration fees, and other payments due for the Unit to any government entity or agency including but not limited to the State of California and the County of San Mateo, as well as proof of required insurance on their Unit with the County of San Mateo named as a loss payee or additional insured, as applicable; and
  - iv. Documentation verifying Residents' household income and assets. County may, in its sole discretion, accept alternative documentation that it deems acceptable to establish Residents' ongoing Community Eligibility.
- c. Requests for Information. Residents must comply promptly with all requests for information regarding Residents' obligation to confirm ongoing compliance with Community Eligibility criteria, including requests by the County or Management. These requests may be made at any time. Residents are required to respond to requests for information within ten (10) days of requests or as specified in the request for information. Failure to promptly provide all required and requested information, or the submission of false or misleading information, shall constitute material breach of this Lease Agreement and grounds for eviction.

15. COMMON FACILITIES. It is the responsibility of the Management to provide and maintain the physical improvements in the common facilities in the Community in good working order and condition. Common Areas are defined in Section IX of Exhibit A, the Rules and Regulations. With respect to a sudden or unforeseeable breakdown or deterioration of the physical

improvements in the common facilities, the Management shall have a reasonable period of time to repair the sudden or unforeseeable breakdown or deterioration and bring the improvements into good working order and condition after Management knows or should have known of the breakdown or deterioration. For purpose of this Lease Agreement, a reasonable period of time to repair a sudden or unforeseeable breakdown or deterioration shall be as soon as possible in a situation affecting a health or safety condition and shall not exceed 30 days in any other case except where exigent circumstances justify a delay. All common facilities are subject to closure from time to time for maintenance and repair at Management's sole discretion. It is agreed that Resident shall neither demand nor receive any space lease rent reduction or offset in the event of any temporary closure of any common facility.

16. UNIT AND PREMISES MAINTENANCE. Resident shall keep their Unit and Premises in a clean, neat, and attractive manner, and in compliance with all requirements of the Rules and Regulations, including Section VIII (Manufactured Home Standards and Maintenance) and Section XII (Alterations/Landscaping).

Pursuant to California Civil Code Section 798.15(g), Management may charge a reasonable fee for services relating to the maintenance of the Premises in the event of the Resident fails to maintain their Premises in accordance with the Rules and Regulations after written notification to the Homeowner and the failure of the Resident to comply within 14 days. The written notice shall state the specific conditions to be corrected and an estimate of the charges to be imposed by Management if the services are performed by Management or its agents.

17. ENTRY UPON PREMISES Management shall have a right of entry upon the Premises to the full extent allowed by law including the full extent allowed by California Civil Code Section 798.26 for maintenance of utilities, trees and driveways, for maintenance of the Premises in accordance with the Rules and Regulations when the Resident fails to maintain the Premises and for the protection of the Community at any reasonable time, but not in a manner or at a time which would interfere with the Homeowner's quiet enjoyment.

Management shall have no right of entry to Resident's Home without the prior written consent of the Resident except as allowed by law, as in the case of an emergency or abandonment pursuant to Civil Code Section 798.26(b). Subject to and to the extent permitted by the terms of such applicable law, including Civil Code Section 798.26(b), Management shall be responsible for at least an annual inspection of each home to ensure safety and property maintenance.

18. TERMINATION OF LEASE AGREEMENT AND/OR TENANCY BY MANAGEMENT. Resident's tenancy and/or this Lease Agreement may be terminated by Management at any time allowed by law including as set forth in Article 6 of the California Mobilehome Residency Law. Nothing in this Lease Agreement or in any agreement between Resident and Management shall be construed as a waiver of Management's right to terminate Resident's tenancy and/or this Lease Agreement at any time pursuant to any procedure allowed by law including the California Mobilehome Residency Law.

19. TERMINATION OF LEASE AGREEMENT AND/OR TENANCY BY RESIDENT. Resident's tenancy and/or this Lease Agreement may be terminated by Resident at any time allowed by law pursuant to any procedure allowed by law. In the event Resident terminates this Lease Agreement, Resident shall provide Management with at least sixty (60) days written notice, pursuant to California Civil Code Section 798.59. Resident understands and agrees that Resident's maintenance of this Lease Agreement is a condition of the loan agreement between the County and Resident, such that the default under this Lease Agreement shall constitute a default of the loan agreement and a default by Resident in such loan agreement shall constitute a default of this Lease Agreement.

20. RENTING, SELLING OR SUBLETTING. Except to the extent Management is required by Civil Code Section 798.23.5 to allow subleasing (i.e., due to a Resident's absence resulting from a medical emergency or medical treatment confirmed in writing by an attending physician), and subject to the terms and conditions of applicable affordability requirements, subleasing of Resident's Home is strictly prohibited.

All manufactured homes in the Community must be owner-occupied, subject to Exhibit H, if applicable. Any transfer of manufactured homes in the Community is subject to restrictions and requirements set forth in a loan agreement between Resident and the County. Resident shall notify Management and the County in writing prior to the sale or transfer of ownership of a manufactured home in accordance with the requirements and time periods in such loan agreement. All transfer or sale procedures must be followed as required by the County, as specified in the Rules and Regulations and the loan agreement.

21. NO ASSIGNMENT OF LEASE AGREEMENT. Resident shall not assign this Lease Agreement or any interest therein.

22. USE AND OCCUPANCY. The Unit and the Premises shall be used only for private residential purposes and no business or commercial activity of any nature shall be conducted thereon unless specifically allowed by the Rules and Regulations or unless Management is specifically required by law to allow such activity, but then only to the extent so required by law. Resident shall not do or permit anything to be done in or about the Premises nor bring or keep anything on the Premises which will in any way increase the existing insurance rate or cost of any fire or other insurance on all or any part of the Premises or cause a cancellation or limitation of any insurance policy covering all or any part of the Premises. Nor shall Resident permit to be kept or used in or about the Premises any articles which is prohibited by any insurance policy covering all or any part of the Premises.

Resident shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other Community residents or injure or annoy them. Resident shall not use or allow the Premises to be used for any unlawful purpose nor shall Resident cause, maintain, or permit any nuisance in, on or about the Premises. Resident shall not use the Premises or permit anything to be done in or about the Premises which will in any

way conflict with any law, statute, ordinance or governmental rule, regulation or requirement of duly constituted public authorities now in force or which may hereafter be enacted or promulgated.

23. INSURANCE. The Unit and its contents are the sole responsibility of Resident. Resident shall obtain and maintain insurance for their Unit as required by Section XXII of the Rules and Regulations. Resident shall obtain and maintain a standard HO-7 manufactured home insurance policy that includes, at minimum, all risk property insurance for the Unit at replacement value and liability insurance, naming the County of San Mateo as a loss payee and additional insured, and such other insurance coverage as the County may require. Resident will provide Management with proof of such insurance annually, which insurance will name the County of San Mateo as an additional insured and loss payee.

Resident hereby gives the County of San Mateo a power of attorney (which Resident cannot cancel) so that the County may do whatever it needs to in order to collect the insurance proceeds. If Resident fails to obtain, maintain, or pay for the required insurance, or if Resident fails to arrange for the County to be named as loss payee, The County may treat this is a breach of this Lease Agreement and the County may (but is not required to) purchase such insurance. If the County purchases such insurance, the Resident will immediately repay the County for any amounts the County spends in purchasing the insurance.

24. WAIVER. The waiver by Management or the failure of Management to take action in any respect because of any breach of a term, covenant or condition contained herein or the violation of any provision of Rules or Regulations or this Lease Agreement shall not be a waiver of that term or rule. The Management's subsequent acceptance of rent or payment of other charges shall not be a waiver of any preceding breach of this Lease Agreement by the Resident or any violation of the Rules and Regulations or of Resident's failure to pay rent regardless of Management's knowledge of the preceding breach or violation of the Rules and Regulations or failure to pay space lease rent.

25. INDEMNITY. Resident shall indemnify and hold Management and the County and their respective employees, directors, officers and agents, harmless from and against any and all claims arising from Resident's use of the Premises or the Community, or from any activity or thing done, permitted or suffered by Residents in or about the Premises or the Community and shall further indemnify and hold Management and the County harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Resident's part to be performed under the terms of this Agreement, or arising from any act of negligence of Resident, or any of its agents, contractors, or employees and from and against any and all costs, attorneys' fee, expenses, and liabilities incurred in connection with such claim or any action or proceeding being brought against Management by reason of any such claim.

26. ATTORNEY'S FEES AND COSTS. In any action arising out of Resident's tenancy, this Lease Agreement, or the provisions of the California Mobilehome Residency Law, the prevailing Party shall be entitled to reasonable attorney's fee and costs. A Party shall be deemed a prevailing

Party if judgement is rendered in their favor or where the litigation is dismissed in their favor prior to or during the trial unless the Parties otherwise agree in the settlement or compromise.

27. CONDEMNATION. If all or any portion of the Community is taken under the power of eminent domain or is sold to any authority having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending or the utility systems or other portions of the Community are or will be affected by the condemnation to the point where in Management's sole opinion it is not economically practical to continue operation, Management will have the right to terminate this Lease Agreement in accordance with applicable law as of the date the condemnation authority takes possession. Any award for taking all or part of the Community (including the Premises) under the power of eminent domain will be County's property whether such an award shall made as compensation for diminution in value of the property or for the taking of the property in fee.

28. TIME OF THE ESSENCE. Time is of essence of this Lease Agreement.

29. INTERPRETATION. Each provision of this Lease Agreement is separate, distinct, and individually enforceable in the event any provision is declared to be unlawful or unenforceable, the validity of all other provisions shall not be affected. In the event of any ambiguity this Lease Agreement shall not be construed against Management.

30. INSPECTION OF THE PREMISES. By signing this Lease Agreement, Resident acknowledges that Resident has carefully inspected the Premises and all the Community's facilities and has found them to be in every respect as represented by the Management to the Resident, either orally or in writing, and to the extent that they are not exactly as represented, either orally or in writing, Resident accepts them as they are.

31. EFFECT OF THIS LEASE AGREEMENT. Resident agrees that this Lease Agreement contains the entire Lease Agreement between the Parties regarding the leasing of the Premises within the Community. All prior negotiations or stipulations concerning this matter which preceded or accompanied the execution of this Lease Agreement are conclusively deemed to have been superseded by this written Lease Agreement. This Lease Agreement completely supersedes any prior Lease Agreement of the Parties whether in writing or oral. Any ambiguity in this Lease Agreement shall be deemed to comply with the law, not violate it.

32. AMENDMENT. This Lease Agreement may be amended, modified or changed by the Parties pursuant to an amendment, modification or change that is in writing and signed by both Parties. However, nothing herein shall be deemed to conflict with or diminish Management's right to unilaterally amend, modify or change this Agreement and/or the Rules and Regulations in accordance with applicable law including California Civil Code Sections 798.25 and 827.

33. COMPLIANCE WITH LAW AND RENTAL DOCUMENTS. Resident agrees to comply with all applicable laws, ordinances, regulations, all terms and provisions of this Lease Agreement, the

Community Rules and Regulations and all terms and provisions contained in any document referred to in this Lease Agreement as they may be changed by Management per the terms of the Lease Agreement and/or law including California Civil Code Sections 798.25 and 827

34. LIENS AND CLAIMS. Resident shall not allow any lien, claim or demand arising from any work of construction, repair, restoration, maintenance, or removal done for Resident or for Resident's Unit to attach to the Unit or Premises nor be enforced against the County or Management. Resident shall pay all such liens, claims, and demands before any action is brought to enforce them. Resident shall hold Management and County free and harmless from all liability for any and all such liens, claims or demands, together with all costs and expense including but not limited to attorneys' fee and court costs incurred by Management or County in connection with defending against them or in clearing title to the Unit or Premises.

Management reserves the right to place liens on, encumber, mortgage, or convey by deed of trust the Community, or any part of the Community including the Premises. If this occurs, this Lease Agreement and Resident's interest therein will, at Management's option, be subject thereto and to any renewal extension or replacement thereof. Resident shall when required in writing by Management execute and deliver to Management or the persons designated by Management all documents required to subordinate Resident's rights under this Lease Agreement to any such lien, encumbrance, mortgage, or deed of trust.

35. DISCRETIONARY MANAGEMENT CONTRIBUTION. County, as owner of the Community, shall have the right at its sole and absolute discretion to contribute funds or credits toward the rental payment obligation of any Resident whose then-existing financial circumstances County believes, for any reason whatsoever, necessitate a contribution, as determined in the County's sole discretion. The amount, duration, and every other aspect of the contribution are in the sole discretion of County and no right is granted to any Resident to compel a discretionary County contribution.

36. NOTICES. All notices required or allowed by this Lease Agreement must be in writing and served in accordance with any applicable law.

37. ATTACHMENTS TO LEASE: Resident acknowledges and certifies that they have received a copy of the Lease and the following attachments, which are incorporated into this Lease:

1. Exhibit A: Stone Pine Cove Rules and Regulations
2. Exhibit B: Pet Registration Form
3. Exhibit C: Vehicle Registration Form
4. Exhibit D: Verification of Household Composition
5. Exhibit E: Acknowledgement of California Endangered Species Act
6. Exhibit F: California Mobilehome Residency Law
7. Exhibit G: Mobilehome Residency Law Notice
8. Exhibit H: Exhibit Unit Lease

38. CALIFORNIA MOBILEHOME RESIDENCY LAW. Pursuant to California Civil Code Section 798.15, Division 2, Part 2, Title 2, Chapter 2.5 of the California Civil Code, i.e., the California Mobilehome Residency Law, is attached hereto as Exhibit F and incorporated herein by reference. The Mobilehome Residency Law Notice, required by California Civil Code Section 798.15(i), is attached hereto as Exhibit G.

39. ACKNOWLEDGEMENT. Resident acknowledges that they received a copy of this Lease Agreement, together with a copy of the Community Rules and Regulations, and a copy of the California Mobilehome Residency Law, and further, that they have read and understand each of these documents; Resident understands that by executing this Lease Agreement, they will be bound by the terms and conditions thereof.

SIGNATURES:

_____	_____
(Resident)	Dated
_____	_____
(Resident)	Dated
_____	_____
(Resident)	Dated
_____	_____
(Resident)	Dated
_____	_____
(Management)	Dated

INFORMATION CONCERNING THE UNIT WHICH PRESENTLY OCCUPIES THE SPACE WHICH IS THE SUBJECT OF THIS LEASE AGREEMENT IS AS FOLLOWS:

Make of Manufactured Home: \_\_\_\_\_

Model of Manufactured Home: \_\_\_\_\_

Year of Manufacture: \_\_\_\_\_ Serial Number: \_\_\_\_\_

State of Registration: \_\_\_\_\_ Label/Insignia Number: \_\_\_\_\_

EXHIBIT A

Stone Pine Cove Rules and Regulations

TEMPLATE ONLY

STONE PINE COVE  
RULES AND REGULATIONS  
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ATTACHMENTS:

- a. Exhibit A – Community Map
- b. Exhibit B - Pet Registration Form

c. Exhibit C- Vehicle Registration Form

TEMPLATE ONLY

## **DEFINITIONS**

“Community” means the Stone Pine Cove Community, which operates as a community for low-income housing pursuant to guidelines and restrictions imposed by the County of San Mateo, the City of Half Moon Bay, the State of California, the U.S. Department of Housing and Urban Development.

“Guests” includes persons sharing occupancy of a Home with Resident for less than 20 consecutive days and for less than 30 days in a calendar year and/or as a companion, live-in caregiver, or relative to a senior homeowner, pursuant to Civil Code section 798.34 subsections (b), (c) and (d), respectively, and/or any other invitees, permittees or licensees or other persons in the Community present at the invitation, request, or tolerance of Resident.

“Home” means the manufactured home located on the Leased Site and owned by a Resident.

“Leased Site” is the site within the Community on which a Resident locates, maintains, and occupies their Home, pursuant to a lease agreement with the Management and/or Park-Owner.

“Management” means the property management company of Stone Pine Cove and represents the Park-Owner. Management may include a Community/Resident Manager who has been given legal right and authority to enforce the Rules and Regulation on behalf of the Park-Owner.

“Park-Owner” includes but it is not limited to the Park-Owner of the Community (including the Owner’s partners, directors, representatives, officers, employees, and agents) and includes the County of San Mateo.

“Permitted Vehicles” includes sports cars, coupes, sedans, vans, station wagons, pickup trucks under one (1) ton, or sports utility vehicles. Permitted vehicles does not include campers, buses, commercial trucks and other commercial vehicles of every kind and description, boats, trailers, RVs, and dune buggies. A pickup truck or van used for employment, may be substituted for one of the Permitted Vehicle if it is equipped with exterior racks, storage containers or compartments or other similar devices or contains tools or equipment which are mounted on the outside of this vehicle or otherwise visible from the street or adjacent property, as long as it is properly maintained and kept in an organized matter.

“Resident” shall mean all persons listed on a written lease agreement for the Tenancy approved by Management. At least one Resident must be on title to Home at the Resident’s Leased Site.

“Tenancy” is the right of a Resident to the use of a Leased Site within the Community on which a Resident locates, maintains, and occupies their Home, pursuant to a lease agreement with the Management and/or Park-Owner.

## **INTRODUCTION:**

The following Rules and Regulations are set forth to advise each Resident of their responsibilities as a member of this Community.

Residents and their Guests must comply with the Rules and Regulations as well as applicable federal, state, and local laws and regulations. The Rules and Regulations are also an integral part of the lease agreement with each Resident. Failure to comply with any of the aforementioned, may result in termination of Resident’s Tenancy.

Management reserves the right to supplement and/or amend these Rules and Regulations as permitted and in accordance with applicable law, including the Mobilehome Residency Law. Other rules concerning the use of the Community's facilities are posted throughout the Community and by this reference are incorporated herein as though set forth in full. Residents and Guests must read and comply with all posted rules.

Please read the Rules and Regulations carefully and keep them in a safe place as they constitute a binding agreement between Residents and the Park-Owner. Furthermore, these Rules and Regulations will apply to any legal owner, registered owner, junior lienholder, heir, joint tenant, or personal representative of the estate of a Resident or any other person or party who gains ownership of a Home in the Community pursuant to the Mobilehome Residency Law or other California law. Management will interpret and enforce these Rules and Regulations in a reasonable manner.

I. BASIC RULE OF REASONABLE BEHAVIOR

Residents and their Guests must comply with the Rules and Regulations as well as all applicable federal, state, and local laws. Residents and their Guests (i) shall behave reasonably and be respectful of the rights of others, (ii) shall not do anything to unreasonably interfere with the rights of others or to engage in conduct that constitutes a substantial annoyance to other Residents, and (iii) shall not endanger any person or their property.

The violation of any applicable law will not be tolerated. No acts or behavior shall be permitted which would place the Management in violation of any law or ordinance.

II. FAIR HOUSING PROVIDER

Park-Owner and Management is a fair housing provider. Park-Owner and Management does not discriminate based on race, religion, national origin, sex, sexual orientation, familial status, disability, or any other class protected by state or federal law.

III. QUIET TIME

Quiet time is 9:00 p.m. to 8:00 a.m. Sunday through Thursday and from 10:00 p.m. to 9:00 a.m. Friday and Saturday. During such quiet hours, no loud noise shall take place inside the Community.

IV. RESIDENTS/GUESTS

All Residents must be listed on a written lease agreement approved by Management. Except as otherwise provided herein, no person shall reside in a Home on a permanent basis except Residents listed on the written rental agreement. At least one Resident on the written lease agreement must be on title as the owner of record of the Home.

If a Resident is living alone and wishes to share occupancy of their Home with one person as a designated "companion" pursuant to Civil Code section 798.34(b), the Resident may do so, and no fee shall be charged for that designated individual. However, that designated companion's income must be included in the annual household income reported for the Home.

Nothing in this rule shall be deemed to conflict with any Resident's rights under Civil Code Section 798.23.5 and 798.34 including the rights of Residents to share their Home with a live-in caregiver pursuant to Civil Code Section 798.34(c).

Residents are responsible for the action and conduct of themselves and their Guests and/or pets. Such responsibility shall include but not be limited to financial responsibility of damage caused by acts or negligence of themselves, their Guests and/or pets to the Community facilities and common area. Residents may be held liable for any rule violation, personal injury or property damage at the Community caused either directly or indirectly by a Guest. Management may limit the number of guests for Residents if safety hazards may occur as a result of overcrowding.

Residents must acquaint all Guests and all occupants of their Home with the Community's Rules and Regulations.

Parking is permitted only in designated areas. Unless otherwise posted or permitted by these Rules and Regulations, no parking is permitted on the streets of the Community except for the purpose of loading and unloading and only during the hours from 8:00 a.m. to 9:00 p.m. Up to 20 minutes will be allowed for the purpose of loading or unloading a vehicle. Exceptions can be approved by Management. Vehicles belonging to repairmen, delivery persons, health care personnel, Management employee or Park-Owner may be parked for longer period of time on the street immediately adjoining the Leased Site where repairs are being performed or where services are being provided. Residents must ensure that a person with a key to the vehicle is always available at the Community and must move their vehicle immediately for emergency or Management at request.

Management reserves the right to determine whether the Community's recreational and other facilities can accommodate all the Residents and their Guests; therefore, Management may refuse any Guests access to said facilities if the Guest's presence would unreasonably detract from or interfere with the use and enjoyment of these facilities by other Residents and Guests.

Except as otherwise provided herein, no Guest may stay at the Community for more than thirty (30) days in any one calendar year, unless Management is required by law to allow a longer stay. Guests shall have no rights of tenancy. Guests are required to comply with the Rules and Regulations of the Community. Guests staying more than twenty (20) consecutive days, or thirty (30) total days in any calendar year shall be required to register with Management, unless Management is specifically prohibited by law from requiring such registration. Except to enter and exit the Community, Guests may not use the common area of the Community unless accompanied by a Resident.

If Resident is not presently occupying the unit, then no Guests may occupy or otherwise use Resident's Home or Community facilities without Management's consent.

Resident shall not collect rent or any other charge from a Guest, and payment of rent or any other charge by a Guest, or any person other than a Resident, in violation of this prohibition does not create either an express or implied tenancy in the Community.

V. POSTING NOTICES

Notices and other materials may not be posted in the Community without the prior written consent of Management. Management reserves the right to remove materials wherever posted if Management deems in Management's sole discretion the material to be objectionable or contrary to the best interest of the Community or the Residents.

In the event that local, city, or county authorities, and/or Management imposes any restrictions or updates to the Rules and Regulations, then the Resident understands and agrees that Management shall post notices of the same in the Management office as well as in any common area and facilities and Resident agrees to comply with such postings that may be imposed from time-to-time. The Rules and Regulations will be amended from time to time to add any additional restrictions or updates.

VI. SUBLEASING

Except to the extent Management is required by Civil Code Section 798.23.5 to allow subleasing (i.e., due to a Resident's absence resulting from a medical emergency or medical treatment confirmed in writing by an attending physician), and subject to the terms and conditions of applicable affordability requirements, subleasing of Resident's Home is strictly prohibited.

VII. PETS

Management permits Resident's ownership of at least one common household pet, as defined in California Health and Safety Code section 50466. No barnyard or undomesticated animals are allowed in the Community and/or Resident's Leased Site. Pets must be approved by Management in writing prior to the pet residing in the Resident's Home or Leased Site. Management reserves the right to determine the acceptability of any pet. If a pet should be lost or dies, written permission from Management is required to acquire a new pet. Pet burials are prohibited within the Community and/or Leased Site.

For their protection, as well as the protection of others, all pets must be registered with Management pursuant to the Pet Registration Form attached as Exhibit B to these Rules and Regulations. Residents must comply with all applicable state laws and city and county ordinances with respect to maintaining their pets. All dogs and cats must be kept current with proper vaccinations in accordance with local law including all required vaccinations against rabies. California state law states that all dogs and cats over the age of four months must receive their rabies vaccine every three (3) years. Resident shall have evidence of current vaccinations and provide to Management. It is the responsibility of the Resident to provide evidence of vaccination in a timely basis. Failure of Management to separately notify Resident of the need for vaccination shall in no way relieve Resident of their responsibility to obtain vaccination for their pets and to provide evidence of the same to Management. All dogs and cats must be spayed or neutered and licensed. However, Management must be notified, and written

permission of Management must be obtained for any offsprings of authorized pets to stay in the Community for a temporary period not to exceed eight (8) weeks after birth.

Residents are responsible for the actions of their pets. Aggressive behavior or excessive barking or other noise by pets is not allowed. If a pet causes a disturbance such as barking or other noise, biting and attacking another person or animal, or invading the privacy of anyone's Leased Site, such as flower beds, shrubs, etc. or causing personal injury or property damage, permission to keep the pet may be revoked. Residents are responsible for any personal injury or property damage caused by their pets and waste must be disposed of properly by the Resident and cannot be left anywhere in the Community and/or Leased Site.

Pets must be attended to and on a leash, when not inside the Resident's Home and cannot be tied up and unattended. Any pet running loose in the Community may be impounded at the Resident's expense.

If a Guest brings a pet into the Community, the Guest is subject to the same Rules and Regulations as it relates to Resident's pets. Resident shall be responsible for the actions of such pet(s), including any personal injury or property damaged caused by said pet.

Nothing in these Rules and Regulations shall be deemed to conflict with applicable law affording a Resident or any other person the right to have assistance animals.

These Rules and Regulations regarding pets shall be subject to and governed by the provisions of law regarding reasonable accommodation and prohibition of discrimination including but not limited to the California Fair Employment and Housing Act, California Code of Regulations sections 12176-12180, Civil Code section 54.2, and the Americans with Disability Act. Management will promptly review and respond to requests for reasonable accommodation consistent with applicable law.

#### VIII. MANUFACTURED HOME STANDARDS AND MAINTENANCE

Manufactured homes must meet all applicable local, state, and federal standards relating to use, maintenance, and occupancy. All manufactured homes must bear a current yearly label, license, serial number and/or registration whenever required by law. Damaged skirtings, and awnings must be repaired or replaced within thirty (30) days of the date of damage. Written approval by Management, as well as any necessary or appropriate permits are required prior to beginning repair work.

All manufactured homes have smoke alarms installed to the device manufacturer's installation requirements and are approved and listed by the Office of the State Fire Marshal. The smoke alarm manufacturer's information describing the operation, testing and maintenance is to be provided to the Resident, who purchased the manufactured home, within 45 days of the transfer of title. A declaration is to be signed by the transferor that the smoke alarm(s) are installed, approved, and listed in accordance with Health and Safety Code section 18029.6(a). Residents are to maintain and test monthly, the smoke alarms. During annual verification, Management

will test that the smoke alarms to determine if they are functioning, properly. Residents with non-functioning smoke alarms will be asked to comply with this provision.

The exterior of the manufactured home must be well-maintained, clean, and neat in appearance, including the front, sides and back. The Resident shall make no alterations, additions, or improvements to the Home or the Leased Site, specifically including but not limited to porches, decks, awnings, stairways, railings, banisters, and other accessory structures without first obtaining the prior written consent of Management.

Painting of the manufactured home including its color must be preapproved in writing by Management and must be consistent with the aesthetics of the Community and any color requirements as may be specified by Management from time to time. Spray painting is not allowed anywhere in the Community. Management may, in its sole and absolute discretion, require Resident to paint their Home if it is damaged, faded, in violation of these Rules and Regulations, or otherwise in need of painting.

All proposed alterations, additions or improvements must be submitted to any applicable regulatory agencies for any necessary or appropriate permits. Residents shall provide Management with copies of any and all permits and obtain Management's written consent to proceed prior to commencing work. Said consent may be withheld for any reason whatsoever unless Management is prohibited by law from withholding its consent.

Manufactured homes, porches, decks, or stairs may not be installed or replaced in the Community except with prior written permission of Management. Management reserves the right to approve or disapprove construction of any porch, deck, or stairs which it deems in its sole discretion to be unsuitable or substandard for the Community. In addition, plans with adequate drawings for any new or replacement porch, deck, or stairs, describing the manner of installation, location, and orientation on the Leased Site must be submitted to Management for its written approval obtained before any materials for construction are permitted to enter the Community and construction begins.

All exterior doorway exits shall have an exterior deck, porch and/or stairway which Resident maintains consistent with Title 25 of the California Code of Regulations.

Should Management be required to make any repair, addition, or alteration to the Resident's Home and/or the Leased Site in order to comply with any law or regulation, Management shall have the right to bring an action against the Resident to recover all costs incurred in completing the remedial work. This provision specifically applies to any repair, addition, or alteration to the Resident's Home and/or Leased Site resulting from any inspection by any government agency and/or violation of applicable law.

Residents must obtain Management's prior written approval for the replacement, removal, or installations of major appliances such as washing machines, clothes dryers, air conditioners, space heaters, freezers, etc. Installation may be permitted if electrical capacity of the space permits as determined by Management in its sole discretion. Unless prohibited by law,

Management reserves the right in its sole and absolute discretion, to prohibit the installation of any electrical appliance in a Home and/or at the Leased Site including air conditioners. Spas and hot tubs are not allowed outside or inside of the Home.

If Management approves the replacement, removal, or installation of a major appliance, such work must be completed without Resident making any change or alteration to the electrical pedestal or the panel board. Resident must obtain written approval from Management, plus any and all required permits in order to make any alteration or change in the electrical system at the Leased Site including any alteration or change to the electrical panel board or pedestal.

If the electrical amperage of a Home, accessory structure or appliance exceeds or has been modified to exceed the original electrical capacity of the Leased Site without Management's express written consent, Management may require that the electrical amperage be reduced by the Resident to the original electrical amperage or such other level as may be approved by Management in writing, in its sole and absolute discretion. All electrical, water and sewer connections must be maintained to code, kept in good sanitary, safe and leak-proof condition at all times, and be appropriate to the type of receptacle to which the appliance is being attached. At the time of installation but prior to operating any approved major appliance for the first time, all hookups must be inspected and receive the prior written approval of Management.

All Resident's utilities and utility connections must be kept in good, safe, and leak-proof condition at all times and in compliance with federal, state and local laws and regulations. Access to all utility connections and/or utility pedestals at the Leased Site must always remain unobstructed. If Resident causes or is otherwise responsible for clogging or otherwise damaging the sewer system, Management may charge Resident for the cost of repair. Residents must not deposit diapers, paper towels, sanitary napkins, tampons, wipes, or other similar items into their toilet. Additionally, residents are prohibited from pouring items that may clog plumbing such as coffee grounds, cooking oil, including any sort of fat, grease, etc. Management may from time to time advise residents of additional prohibitions related to plumbing.

Nothing in these Rules and Regulation shall be construed to interfere with Management's right to regulate electrical installation at the Leased Site pursuant to law. Residents must use a pre-approved list of electrical vendors for electrical system changes and alterations or get written pre-approval from the Management on their selected vendor.

Space drainage within the Community has been designed to allow the flow in a specific direction. Disruption of the flow by landscaping or other construction is not permitted. Residents will maintain the grading of their Leased Site to not disrupt the natural flow of drainage or cause the accumulation of water. Residents are required to have rain gutters on their Home and to use proper irrigation techniques on all areas of the Leased Site. The Resident shall "level" their Home on a consistent basis. Resident shall be personally liable for any personal injury, property damage or other loss resulting from their change of water flow or drainage of the Leased Site or in the Community.

All water that falls on a Home must be channeled to the street on which the Home is located and away from any embankments, slopes, and other Leased Sites, using a system of overhead gutters, down spouts, and down spout extensions.

The soil at the Leased Site can expand and contract significantly when exposed to moisture and heat, including sunlight. Resident shall be responsible for any damage, repair, maintenance, or other problems caused by expansion or contraction of the soil including any leveling of the Home, awning, skirting, or other accessories resulting from the expansion or contraction of the soil. Resident shall be responsible for obtaining any required permit to complete such work. Nothing herein shall relieve Management of any obligation it may have with respect to the maintenance of trees or driveways under Civil Code Section 798.37.5

Management shall have a right of entry upon the Leased Site to the full extent allowed by law including the full extent allowed by Civil Code Section 798.26 for maintenance of utilities, trees and driveways, for maintenance of the Leased Site in accordance with these Rules and Regulations when the Resident fails to maintain the Leased Site and for the protection of the Community at any reasonable time, but not in a manner or at a time which would interfere with the Resident's quiet enjoyment.

Management shall have no right of entry to Resident's Home without the prior written consent of the Resident except as allowed by law, as in the case of an emergency or abandonment pursuant to Civil Code Section 798.26(b). Subject to and to the extent permitted by the terms of such applicable law, including Civil Code Section 798.26(b), Management shall be responsible for at least an annual inspection of each home to ensure safety and property maintenance.

If the Resident is on vacation or otherwise absent from the Leased Site, it is the Resident's responsibility to make alternative arrangements for the maintenance of the Home and the Leased Site, in accordance with these Rules and Regulations.

Nothing herein shall be deemed to prevent Management from exercising any of its rights, including but not limited to the right to bring legal proceedings for injunctive relief and/or damages based on Resident's failure to maintain all or any part of their Leased Site.

If a Home is neglected, after written notice, Management reserves the right but is not obligated to assume care of the Home and bill the Resident for this service.

Residents may not move or remove the Home or replace their Home with a new manufactured home.

#### IX. COMMON AREAS

The common areas of the Community (including those areas outside of Leased Sites and Management offices) are for the exclusive use of Resident and their accompanied Guests. When used, common areas must be left in a condition as good as that in which they were found. Littering and graffiti in the common areas and in the streets are strictly prohibited. Special rules governing the use of these facilities are posted at the facilities and must be observed.

Tampering with Community utilities and Community utility connections is strictly prohibited. Please contact Management in the event of any problems with utilities.

The Community Park identified as AS-1, AS-2, and AS-3 in Exhibit A, is open to the public and is not a part of the Community. The park is managed by the City of Half Moon Bay. Residents shall observe the City's rules that govern usage of the park.

X. STORAGE UNDER THE MANUFACTURED HOME

Storage of any material or thing under the Home, other than the tongue, wheels and axels of the manufactured home is expressly prohibited.

XI. OCCUPANCY/LOT USAGE

Stone Pine Cove operates as a community for low-income farmworker households pursuant to guidelines and restrictions imposed by the City of Half Moon Bay and the County of San Mateo. As a requirement of occupancy, under these guidelines and restrictions, Residents are required to verify their primary residency, employment, occupancy, and household income. Accordingly, subject to **Section xx** of the Lease Agreement, Residents shall be required to annually verify their household income, occupancy, and primary residence, and ongoing payments of property taxes and insurance. Failure of Resident to comply with this provision will constitute a violation of these Rules (and the Lease Agreement) and may subject Resident to eviction.

The Leased Site may be used only for a manufactured home. The manufactured home and Leased Site shall be used for private residential purposes, and no business or commercial activity of any kind shall be conducted thereon, unless Management is required by law to allow said business or commercial activity. This includes but is not limited to automotive repairs and service (oil changes, interior, exterior and engine repairs, etc.), the sale of food, alcohol, drugs or any other product or service. Any activity requiring the issuance of a business license or permit by any government agency, and the leasing, subleasing, sale, running a boarding house or exchange of manufactured home is not allowed. Any activity that would result in the Community being opened to the general public is prohibited unless Management is required by law to allow such activity. Garage, rummage and yard sales are prohibited.

Unless pre-empted by federal, state, or local law, the number of Residents in the Home shall not exceed the following limits:

<b>HOME SIZE</b>	<b>MINIMUM HOUSEHOLD SIZE</b>	<b>MAXIMUM HOUSEHOLD SIZE</b>
<b>1 bedroom</b>	<b>1 person</b>	<b>3 persons</b>
<b>2 bedrooms</b>	<b>2 persons</b>	<b>5 persons</b>
<b>3 bedrooms</b>	<b>3 persons</b>	<b>7 persons</b>

Any changes to the number of occupants must be approved through a written notification or approval process with Management. Management shall have sixty (60) days to approve of this

change in writing. The number of Residents in your Home must continue to meet the occupancy standards listed above at all times. Please note that the incomes of all adult members in your household (over the age of 18 unless they are a full-time student) will be included in the annual review of your household's total income.

Potted plants are the only items permitted outside the Home on the Leased Site. No large electrical or gas appliances are allowed outside the Home. Neither the area under the Home nor any other area of the Leased Site may be used for storage, including the porch or the driveway. No towels, rugs, wearing apparel, or laundry of any description may be hung outside the Home or on the Leased Site at any time. Exterior antennas and satellite receiving dishes are allowed only to the extent Management is required by law to allow such devices. Management reserves the right to regulate the number, size, location and/or operation of such devices in any manner allowed by law.

Underground utilities have been installed and easements granted or reserved throughout the Community. Residents must obtain prior written permission from Management before digging or driving rods or stakes into the ground as this may cause damage and could result in injury and expense to Residents. No planting of trees, installation of storage sheds, patios, sidewalks, or other encroachments are permitted over easements. The Resident shall be responsible for the additional costs to gain access or to repair damage to underground facilities where the impediment to access or the resultant damage to utilities was due to an act or omission on the part of the Resident.

## XII. ALTERATIONS/LANDSCAPING

Residents shall maintain their Leased Sites including the front, sides and back in a clean, well-kept weed free and attractive fashion. All trash, boxes, newspapers, and other debris are to be disposed of properly. Items such as barrels, brooms, ladders, and tools must be stored out of sight. The Leased Site around each Home must always be maintained. Residents shall correct any defect within a reasonable period following the defect becoming conspicuous or upon notice by Management.

No fences of any type may be installed on the Leased Site. Artificial turf is also prohibited. No artificial flowers or plants are permitted outside the Home. Cannabis cultivation, as well as the growing of any unlawful crops or substances, e.g., opium poppies (*papaver somniferum*), is expressly prohibited: (a) in the Home; (b) anywhere around, in or on the Leased Site; (c) anywhere on or at the common area or facilities of the Community.

Winter holiday lights and decorations may not be used outside the Home prior to Thanksgiving and must be removed no later than January 15. In no event may holiday, or decorative light be used year around outside the Home. Other specific holiday or festive decorations including but not limited to Halloween, anniversaries, graduations, and birthdays may not be used outside of the Home earlier than two (2) weeks before the holiday or celebration and must be removed within one (1) week following the holiday or celebration. All exterior lighting shall be fully shielded so that no light source is visible from outside the Community. No floodlights are permitted.

All plants or shrubs on a Leased Site are the property and personal responsibility of the Resident regardless of when they were planted or by whom. They must be potted and maintained in a safe, attractive manner and to ensure that they do not pose a hazard or nuisance to the Community or neighbors and will not endanger the Community's or a neighbor's property. This includes maintenance of roots so as not to interfere with any improvements at the Community including utility lines, sidewalks, streets, driveways, or any other concrete, asphalt, or foundation work. The Resident will be responsible for any personal injury or property damage caused by the failure to maintain such plants and shrubs, including any failure to prevent the encroachment of root systems into Community improvements.

Management reserves the right to require the removal of any and all plants or shrubs on the Resident's Leased Site that interfere with any improvements at the Community including utility lines, sidewalks, streets, driveways or any other concrete, asphalt or foundation work. Management also reserves the right to require the removal of any and all plants or shrubs including flowers that are dead, dying, unsightly or otherwise not maintained in accordance with these Rules and Regulations.

All potted plants that include rock gardens, bark and woodchips must be well maintained and kept free of weeds, litter, and other debris.

#### XIII. CONSERVATION AND DROUGHT ISSUES

In the event that a public agency with jurisdiction over the Community imposes water usage restrictions on the Community, such as limitations on which days or times Residents may water plants, do laundry, or engage in any other actions or activities which involve water usage, Management shall post notices of such restrictions in the Management office as well as in any common areas and facilities. Resident agrees to comply with such restrictions .

Residents acknowledge and agree that Resident shall be responsible to pay any and all fees or fines, however denominated (collectively, "Fines") incurred by the Management based on or as a result of the Resident's or their Guest's non-compliance with any water conservation laws then in effect (regardless of whether Management has posted notice of such laws). In the event that Management is assessed Fines based on or as a result of the usage of water by Residents or their Guests in violation of any such water conservation laws, Resident further acknowledges and agrees to promptly reimburse Management for any such Fines paid by the Management to any government agency or officials with interest at the rate of three percent (3%) per annum from the date paid by the Management until reimbursement is made in full by the Resident.

Management shall deliver a Notice of Seeking Reimbursement under California Civil Code 798.32 to the extent not already addressed in the Resident's Lease Agreement.

#### XIV. STORAGE CABINETS (SHEDS)

Storage of any materials and furnishing outside the Home is prohibited, other than in the shed installed by Management. Improper storage, use, or disposal of hazardous material is strictly prohibited and cannot be stored in the storage cabinet or shed.

Storage shed must be maintained in a clean and attractive condition. Any damage to the storage shed must be repaired within thirty (30) days from the date of damage. Residents shall be allowed no more than the one storage shed provided by Management which comply with all the requirements of Section 1510 of Title 25 of the California Code of Regulations including all size limitations.

The storage shed must remain locked when not in use. Electrical service may not be supplied to the storage shed unless such electrical service is in compliance with all federal, state and local laws.

XV. TRASH

All trash, boxes, newspaper, other debris, and recycling must be disposed of in accordance with Community procedures which may be changed from time to time in conjunction with the local trash collection agency.

Any trash to be disposed of by Residents must be bagged and placed inside the trash bins in their individual trash containers and not allowed in the trash container in the park or any other common area trash bins. The trash bins are for trash only, and shall not be used for furniture, fencing, appliances, Christmas Trees, car parts, shelves, and other large items. Management is not responsible for the pickup of large items or items that contain environmentally hazardous materials. Residents must schedule individually for pickup of large items or items that contain environmentally hazardous materials.

Cardboard boxes or containers must be flattened before being placed in the trash bins. No "hazardous substances" as defined in California Health and Safety Code Section 78075 and including petroleum gasoline, oil or crude oil or any fraction thereof, no natural gas, natural gas liquids or synthetic gas or mixtures thereof, batteries, paint or insecticides may be placed in trash bins. Disposal of such items is the Resident's responsibility, and they must be stored out of sight until they are disposed of properly by the Resident.

Trash bags and containers used by the Resident at the Leased Site must be stored so that they are not visible from the front of the Leased Site. Trash containers used by the Resident at the Leased Site must have tight fitting lids and must be always kept clean and odor free. Management is not responsible for the collection of trash bags or containers used by the Resident at the Leased Site.

State or local government may require the Resident to recycle and compost. In that event, the Resident must comply with any and all mandatory recycling procedures.

XVI. VEHICLES AND PEDESTRIAN TRAFFIC

Residents must complete a Vehicle Registration Form (Exhibit C) for each vehicle to be parked at the Community. Resident must also promptly notify Management upon the sale or transfer of a registered vehicle. All vehicles, including motorbikes must be registered and current and in compliance with California Department of Motor Vehicles. Management may require the

Resident to provide a copy of the vehicle registration for any vehicle located at the Community. Except as otherwise prohibited or restricted by these Rules and Regulations, vehicles designed and used primarily for personal use are allowed in the Community. Residents are not allowed to store or park any commercial vehicle in the Community without Management's prior written permission. Inoperative and/or unregistered vehicles are also not permitted anywhere in the Community. Management may request verification of operability.

All vehicles must be properly equipped with a muffler to insure quiet performance. Any vehicle which creates excessive noise, exhaust or a disturbance of any kind will not be permitted to operate in the Community.

No major vehicle repairs may be performed within the Community. To protect the environment, no oil changes, radiator flushes, or brake jobs shall be done at the Community. Vehicles should be taken to a service facility designed for that purpose. No automobile may be up on jacks for more time than is necessary to facilitate tire changes. Engines of vehicles shall not be permitted to idle for excessive periods. Any vehicle dripping gasoline or oil must be repaired immediately.

Washing of vehicles anywhere in the Community or use of the Community's water supply to wash vehicles is not permitted. All washing of vehicles must be performed outside of the Community.

Large trucks, commercial vehicles, detached campers, motorhomes, recreational vehicles, boats, etc., and inoperative vehicle are not to be stored or parked at the Leased Site or at any location within the Community. Sleeping in vehicles is also prohibited.

For the safety and well-being of all, Residents and Guests must drive safely, slowly, and carefully observe all posted signs. No vehicle may be driven in an unsafe manner and all traffic signs must be obeyed. Residents are responsible for the conduct of their Guests in the Community. The speed limit in the Community is ten (10) miles per hour. Speeding is strictly prohibited.

Pedestrians must use the Community's sidewalks and street crossing areas whenever they are available. Pedestrians shall use extreme caution when walking in any street and shall look both ways before crossing. Pedestrians assume the risk of walking in any street in the Community.

XVII. PASSENGER VEHICLE PARKING

Due to limited parking spaces in the Community, Residents are permitted no more than two motor vehicles per Leased Site in the tandem parking space. All Permitted Vehicles must have a Residential Parking Permit ("Permit") and only after providing proof of current registration will the Resident receive a Permit. The Permitted Vehicle must be registered and operational and may be parked on the Resident's driveway if the Permitted Vehicle fits within property lines and allows for clear access to utilities and between Leased Sites. Parking is only permitted on the Resident's driveway, and not on the landscaped or other areas of the Leased Site. The driveway must be kept clean at all times. Oil drippings or damage to pavement caused by any Resident or Guest must be repaired and cleaned by the Resident at their own cost. Except where prohibited

by law, Residents are responsible for the maintenance, repair and/or replacement of Resident's driveway.

Any vehicles parked in the Resident's driveway may not extend into the street. Residents may not park in spaces designated for Guests. Any vehicle parked in violation of these Rules and Regulations or in violation of signs posted throughout the Community may be towed from the Community at the expense of the vehicle's owner.

Guest parking shall be on a first-come, first serve basis and Guests may only park in designated visitor parking spaces up to a maximum of 24 hours. Due to the limited parking, traffic congestion and noise, Management reserves the right to restrict the number of Guests bringing automobiles or other vehicles into the Community. Residents and their guests are prohibited from parking in the Cypress Cove Community, a private townhouse complex adjacent to the Community.

Additional vehicles will be permitted only with written permission from Management which may be granted in its sole discretion.

XVIII. MOTORCYCLES, MINI-BIKES AND MOPEDS

Motorcycles, moped vehicles, or motorized cycles of any kind shall not be operated or stored in the Community without prior written permission from Management. Permission will not be granted unless the vehicles will be operated quietly and safely and may be revoked by Management at any time. Such vehicle must be registered with California Department of Motor Vehicles. Mufflers are mandatory. No all-terrain vehicles, dirt bikes or unregistered vehicles may be driven in the Community at any time for any reason. Nothing herein shall be construed as preventing Resident from using a motorized or non-motorized wheelchair or similar device that is reasonably required due to a medical condition or disability.

XIX. CONDUCT

Actions by Residents or their Guests which endanger the health or safety of any person or disturb others are prohibited. Said actions include but are not limited to public intoxication, use of illegal substances, drug abuse, loud or boisterous behavior, assault or battery and the use of profanity or other offensive conduct including rude or threatening language. Violent acts, including assault or battery, are strictly prohibited. Fighting words, profanity, verbal attacks, and other confrontational verbal activity are strictly prohibited. Illegal drug use and public drunkenness are not allowed in the Community under any circumstances. Persons under the influence of alcohol or any illegal substances shall not be permitted in any common area of the Community which is generally open to Residents and their Guests.

Smoking is prohibited in the common areas of the Community. Management reserves the right to limit or prohibit smoking in all areas of the Community, to the fullest extent allowed by law.

Residents and their Guests shall not encroach or trespass upon any other Home, Leased Site or any other area of the Community that is not open to the Residents and their Guests. Please respect your neighbors' property by not trespassing, such trespassing is strictly prohibited.

Residents must keep the noise level from television, record players, stereo, musical instruments, and other sources at a level so that it may not be heard inside of any other Home in the Community at any time. Residents shall also reduce their noise level so that it may not be heard outside of their Home between the hours of 9:00 p.m. and 8:00 a.m. Sunday through Thursday and from 10:00 p.m. to 9 a.m. Friday and Saturday. Radios, televisions, stereo equipment and other audio or video devices may not be used in a manner that disturbs other Residents including excessive music from vehicles.

Residents shall not engage in any conduct which constitutes a substantial annoyance to other Residents, nor shall Residents use or allow their Home or Leased Site to be used for any illegal or unlawful purposes. Disturbances of the peace as described in California Penal Code Section 415 or other actions constituting a substantial annoyance to other Residents of the Community are prohibited.

Residents must also recognize that Management is not responsible to Resident for normal, day-to-day disturbances that may result from the close proximity of other Residents and persons within the Community. Management shall not be deemed responsible or required to monitor each or every routine disturbance, disagreement or minor problem that may occur between neighbors.

Loitering, trespassing, or playing in vacant manufactured homes, on vacant sites, or in the street is prohibited. Residents must adhere to signage posted by Management around the Community.

Bicycles (including e-bikes), e-scooters, skateboards, roller skates, rollerblades, tricycles, scooters, and any other wheeled vehicle may be hazardous to both the rider and other Residents. Accordingly, they may not be ridden on any street or road in the Community at any time, except that Bicycles and e-scooters are allowed, subject to the requirements set forth herein. Bicycles, e-bikes, and e-scooters may be ridden on the Community's streets provided the rider obeys all traffic control rules and all applicable laws, including under the Vehicle Code of the state of California and the City of Half Moon Bay's Ordinance Code. Riders must obey all laws, including any law regarding the use of helmets and other protective devices. Please be extremely cautious when riding your bicycle, e-bike, or e-scooter in the Community. All bicycling and scootering in the Community is at the rider's own risk and when not being used, parked in an orderly fashion at the Leased Site.

Residents and Guests must comply with all federal, state, and local requirements regarding the lawful, ownership, possession, transportation and use of firearms and weapons. Residents and Guests must not discharge or use any firearm or weapon in or on the Community, the Leased Site, or the Home, except as permitted by law. The illegal use of any weapons is expressly prohibited, including but not limited to rifles, guns, and knives. Fireworks are prohibited.

No fires are permitted on the Leased Site or in any other area of the Community including burning of trash.

All Community property which is not for the use of Residents and their Guests, including but not limited to electric, water and sewer connections and other equipment connected with utility services and tools and equipment of Management, shall not be used, tampered with, or interfered with in any way by Residents or their Guests.

Due to privacy concerns and health and safety issues, the use of drones in the Community by Residents or their Guests is strictly prohibited at all times.

The violation of any law or ordinance of the city, county, state, or federal government will not be tolerated. No acts or behavior shall be permitted which would place the Management in violation of any law or ordinance.

XX. VANDALISM

Any Resident who vandalizes, alters, or otherwise destroys Community property will be responsible for paying all costs incurred in restoring the property to its original condition. Residents will be responsible for any damage done by their Guests or family members. Residents are encouraged to report to Management all incidents of vandalism. Nothing herein shall preclude Management from exercising any right in the event of vandalism including any right to evict the Resident on the ground that said vandalism constitutes a “substantial annoyance” to other Residents in the Community, pursuant to Civil Code Section 798.56(b)

XXI. Soliciting

Management reserves the right to refuse admittance to the Community to anyone and to prevent trespassing to the extent permitted by law. Solicitation is subject to applicable law and may be subject to reasonable time, place and manner restrictions as may be posted from time to time.

XXII. INSURANCE

All Homes and their contents are the responsibility of the respective Resident.

Residents are required to have and maintain insurance for their Home. Any policy obtained by Resident shall be primary to any insurance that may be carried by Management or the Park-Owner. Any insurance that may be carried by Management and the Park-Owner shall be considered excess only. Resident shall not use the Home, the Leased Site, the Community, or any part thereof in a manner that will increase the risks or rate of insurance or cause the cancellation of any insurance policy covering the Home, Leased Site, the Community, or any part thereof.

Resident shall indemnify and hold Management and Park-Owner harmless from and against any and all claims arising from Resident’s use of their Home, the Leased Site or the Community, or from any activity or thing done, permitted, or suffered by Resident thereon. Resident shall further indemnify and hold Management and Park-Owner harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Resident’s part to be performed under the terms of any agreement with Management including these Rules and Regulations or arising from any act or negligence of Resident, or any of Resident’s Guest, agents, contractors, employees or invitees, and from and against any and all costs, attorneys’ fees,

expenses and liabilities incurred in connection with such claim or any action or proceeding being brought against Management or Park-Owner by reason of any such claim.

Nothing herein shall be construed to require Residents to obtain insurance for any purpose prohibited by law including the use of the common area facilities for the purposes specified in Civil Code Section 798.50 and 798.51

XXIII. MANUFACTURED HOME SALE/TRANSFERS

All manufactured homes in the Community must be owner-occupied. Any transfer of manufactured homes in the Community is subject to restrictions and requirements set forth in agreements between Residents and the Park-Owner.

Resident shall notify Management and the Park-Owner in writing prior to the sale or transfer of ownership of a manufactured home. Depending on the type of transfer, advance notification may be up to one hundred and eighty days (180) days ahead of transfer or sale. If the transfer or sale is due to the death of a resident, Management and Park-Owner must be notified within thirty (30) days of the date of death. All permitted transfer or sale procedures will be followed as required by the Park-Owner.

Following receipt of said notice, Management may notify Resident in writing of any violations to be corrected pursuant to Civil Code Section 798.73.5.

Nothing herein shall be construed to limit any of Management's rights including Management's right to close the Community or to reject the purchaser of any manufactured home for any reason allowed by law including any reason allowed by Civil Code Section 798.74(a).

Nothing in this rule shall be deemed to conflict with the right of any heir, joint tenant or personal representative to an estate under Civil Code Section 798.78 including the right of an heir, joint tenant or personal representative of an estate who gains ownership of a manufactured home through the death of the owner to replace an existing manufactured home with another manufactured home in accordance with Civil Code Section 798.78 and the standards set forth in these Rules and Regulations.

XXIV. Complaints

All Resident complaints, except in the event of emergencies, must be presented to Management in writing.

XXV. Captions

The titles of paragraphs herein are for identification only. Residents should read the complete texts of all paragraphs in order to fully understand the Rules and Regulations, or to find answers to particular questions.

XXVI. Hazardous Materials

No toxic substances are to be stored on the Home or Leased Site or disposed of into sewer or storm drains or onto the ground or placed anywhere within the Community.

Federal or state law may require you to provide written notice to Management if you discover the presence of any hazardous substance on or beneath the Leased Site. Management reserves the right to prosecute Residents and/or terminate Tenancies of those Residents who cause hazardous substances, gasoline, petroleum products, or used oil to be located on or beneath their Leased Site.

XXVII. Enforcement of Rules and Regulations

The enforcement of the Rules and Regulations is a private matter between the Management and the affected Resident, and any lack of enforcement will not support a claim for breach of contract against Management. Waiver by Management of its right to enforce any provision hereof, after any default by the Residents, shall not be deemed a waiver of Management's right to enforce any other part of the Rules and Regulations. Failure of Management to enforce a provision on one occurrence shall not be deemed a waiver of Management's right to enforce the same provision on any later occurrence.

The Resident is not a third-party beneficiary of any other Rental/Lease Agreement or the Rules and Regulations with respect to Management and other Residents in the Community. Any Resident who maintains that another Resident's violation of the Community Rules and Regulations is substantial may have the right to bring action against the Resident, pursuant to Section 798.87 of the California Mobilehome Residency Law and/or other provisions of law.

A substantial violation of the Rules and Regulation may be deemed a public nuisance. Resident agrees that a substantial breach of any the Rules and Regulation cannot reasonably or adequately be compensated in damages in an action of law and, therefore, Park-Owner shall be deemed entitled to obtain Court-ordered relief under the Mobilehome Residency Law or other laws providing for such relief including but not limited to, restraining Resident from continuing to breach any such Rules and Regulation, term or condition or to allow a condition in violation of the a rule or regulation, term or condition to exist or continue to exist.

XXVIII. Written Lease Agreement Required

A written lease agreement is required for each Tenancy in the Community. Management may require any Resident to sign a written lease agreement. In the event Resident refuses to sign a written lease agreement, Management reserves all of its right including the right to issue a seven (7) day notice of violation of this rule and/or the right to amend the terms of the lease agreement pursuant to law including Civil Code Section 827.

XXIX. Conflict of Law

It is Management's intention for the Rules and Regulations to comply with all applicable federal, state, and local laws, including all federal, state, and local laws regarding Mobilehome parks. Nothing in these Rules and Regulations shall preclude Management from contesting the validity of any law, either on its face or as applied including any law regarding the closure of "change of use" of all or part of the Community.

Nothing in these Rules and Regulations shall be construed as a waiver of either Resident's or Management's rights under the Mobilehome Residency Law. Nothing in these Rules and Regulations shall be deemed to preclude Management from making any accommodations that is reasonably necessary for any reason allowed by law, including any verifiable medical condition. In the event any portion of these Rules and Regulations are declared to be invalid by a court of competent jurisdiction, the remainder of these Rules and Regulations shall remain in full force and effect.

Management specifically reserves the right to change the use or function of all or any part of the Community to any use or function that currently or hereafter may be allowed by law.

XXX. ASSUMPTION OF RISK RE: VALUE OF MANUFACTURED HOMES

The economic risk assumed in purchasing and/or owning a manufactured home is different than permanent housing. Judgement about manufactured home value should not include factors relating to land value, location, or current rent because such factors are variable and because Management has reserved the right to close and/or "change the use" of all or any portion of the Community. Other risks include but are not limited to manufactured homes' deterioration or obsolescence, changes in the supply of or demand for manufactured homes, interest rates and terms, economic climate, neighborhood and tenant transition, the loan terms, and many other factors beyond Management's control. Except where specifically prohibited by law from doing so, Resident shall discharge, release, and hold Management free and harmless in the event of economic loss, diminution in market value, or depreciation of Resident's manufactured home or its accessory structures or equipment with results from closure or "change of use" of all or any part of the Community.

XXXI. RIGHT TO EVICT RESIDENTS

Management may terminate Resident's Tenancy for any reason allowed by law including any reason allowed by the Mobilehome Residency Law. Management reserves all of its rights including all its right under the state and federal constitution and the Mobilehome Residency Law. Nothing in these Rules and Regulations shall be deemed to result in a waiver of Management's right to evict any Resident for any reason allowed by law, including but not limited to any right Management may have to evict any Resident on the ground that the violation of one or more of these Rules and Regulations also constitutes a "substantial annoyance" to other Residents at the Community pursuant to Civil Code Section 798.56(b).

If any provision hereof is held to be contrary to applicable laws and regulations such provision shall be void but the remainder hereof shall continue in full force and effect.

XXXII. ACKNOWLEDGEMENT

I understand that violation of these Rules and Regulations or any amendments shall constitute a violation of the Lease Agreement and will be a basis for termination of Tenancy and occupancy rights. I hereby waive any claim against Management and Park-Owner based upon the

contradiction to law(s) and/or regulations of any provision hereof, my sole remedy being limited to voiding such contradictory provision.

I/We have received and read a copy of these Rules and Regulations and agree to abide by the same and any future changes that may be made within the provision of the Mobilehome Residency Law, the California Code of Regulations and all local, state and federal laws and regulations.

Residents, by signing these Rules and Regulations, accept the premises and acknowledge that they are in safe and habitable conditions and by execution hereof, release and agree to hold Management and Park-Owner harmless from any actions or causes of action for damages to person or property arising out of the use of the premises, streets, sidewalks, and common areas of the Community. Management shall not be liable for damage for re-entering and taking possession due to any default or breach of these Rules and Regulation by Resident.

TEMPLATE ONLY

**I have read and understand the above stated Rules and Regulations of Stone Pine Cove and understand that failure to comply may result in termination of my tenancy. All Residents aged eighteen (18) and over in the household must sign.**

Date: \_\_\_\_\_

Space #: \_\_\_\_\_

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident

STONE PINE COVE

By: \_\_\_\_\_

Authorized Agent for the Park-Owner

## EXHIBIT A Community Map

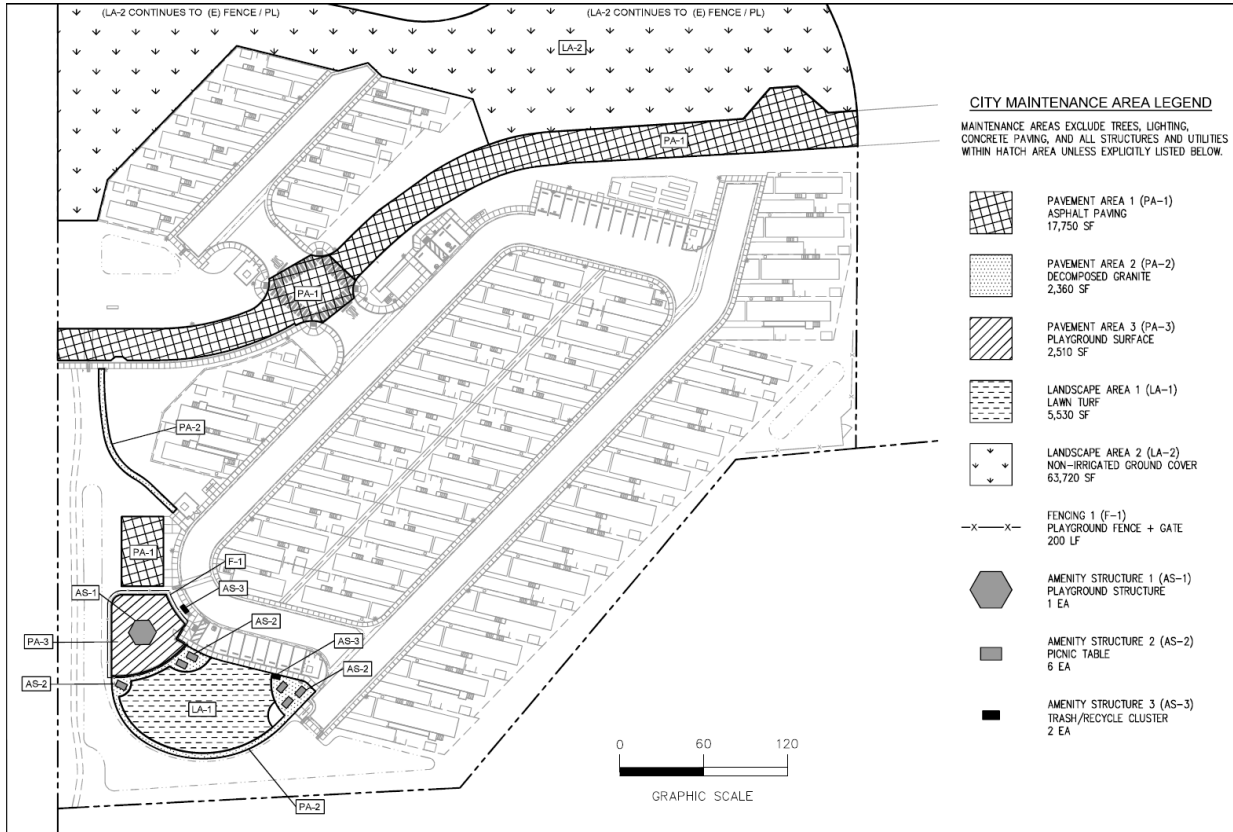


EXHIBIT B  
Pet Registration Form

TEMPLATE ONLY

# STONE PINE COVE

## OWNER INFORMATION (must be 18 years or older)

Resident shall have evidence of current vaccinations and provide to Management. It is the responsibility of the Resident to provide evidence of vaccination in a timely basis.

Full Name		
Resident Address		Unit/Space #
City	State	Zip
Best Phone (    )	Alternate Phone (    )	
Email Address		

### ANIMAL INFORMATION

<input type="checkbox"/> DOG	<input type="checkbox"/> CAT	<input type="checkbox"/> _____
Pet's Name		
Gender	<input type="checkbox"/> Female	<input type="checkbox"/> Spayed*
	<input type="checkbox"/> Male	<input type="checkbox"/> Neutered*
Breed		
Color(s)		
Age		
Date of Birth (optional)		

### ANIMAL INFORMATION

<input type="checkbox"/> DOG	<input type="checkbox"/> CAT	<input type="checkbox"/> _____
Pet's Name		
Gender	<input type="checkbox"/> Female	<input type="checkbox"/> Spayed*
	<input type="checkbox"/> Male	<input type="checkbox"/> Neutered*
Breed		
Color(s)		
Age		
Date of Birth (optional)		Stone Pine Cove <i>Rules and Regulations</i>

EXHIBIT C  
Vehicle Registration Form

TEMPLATE ONLY



# STONE PINE COVE

## VEHICLE REGISTRATION FORM

NOTE: ONLY TWO PERMITTED VEHICLES PER ADDRESS MAY BE REGISTERED. PLEASE SEE STONE PINE COVE'S RULES AND REGULATIONS FOR LIST OF ALLOWABLE VEHICLES.

UNIT #: \_\_\_\_\_  OWNER     HOUSEHOLD MEMBER

NAME 1: \_\_\_\_\_ CELL #: \_\_\_\_\_

NAME 2: \_\_\_\_\_ CELL #: \_\_\_\_\_

NAME 3: \_\_\_\_\_ CELL #: \_\_\_\_\_

NAME 4: \_\_\_\_\_ CELL #: \_\_\_\_\_

**PLEASE LIST ALL HOUSEHOLD MEMBERS VEHICLES**

	VEHICLE 1	VEHICLE 2
<b>MAKE:</b>		
<b>MODEL:</b>		
<b>YEAR:</b>		
<b>LICENSE PLATE #:</b>		
<b>CHECK IF "MOTORCYCLE"</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>IS THIS A PICKUP TRUCK OR VAN FOR EMPLOYMENT?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>ALARM (Check one)</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>PERMIT #:*</b>		

*\*A parking permit with a permit number will be provided after vehicle registration for parking purposes.*

**FOR EACH VEHICLE, PLEASE PROVIDE:**

- Copy of the vehicle registration
- Copy of the vehicle insurance
- Copy of driver's license of each person registering vehicles

**STONE PINE COVE PARKING DISCLOSURE :**

1. A valid parking permit must be visibly displayed on the windshield, at all times, when parked in the community. If the permit is not displayed, the vehicle will be towed at owner's expense.
2. Prior to issuing a parking permit, a resident must submit vehicle registration, a copy of driver's license and insurance information. All documents must be valid and up to date.
3. Any violation of the parking policies or lack of proper parking permit will result in towing of the vehicle at owner's expense.
4. Parking in a "No Parking" area, fire lane, or in front of trash compartments/dumpsters, or improperly parked is prohibited and will result in towing of the vehicle at owner's expense.
5. All vehicles must be operative (flat tire, wrecked, no tag, expired tag), storage of inoperative vehicles in the community will be considered "abandoned" and is subject to towing at owner's expense.
6. Vehicles covered for any reason including wrecked vehicles that are involved in an accident, must display the resident's name, parking permit and telephone number. Any covered vehicle must be reported to the Management office or the vehicle will be towed at owner's expense.
7. Vehicle must have a current license plate. A vehicle with an expired tag has thirty days (30) from the date on the tag to renew or will result in towing of the vehicle at owner's expense.

**IMPORTANT: VEHICLE(S) WILL BE TOWED AT OWNER'S EXPENSE, IF NOT REGISTERED AND/OR A PARKING PERMIT OR DISABILITY PERMIT IS NOT DISPLAYED ON VEHICLE.**

Please review Stone Pine Cove's Rules and Regulations for parking and vehicle rules.

**I HAVE READ AND AGREE TO COMPLY WITH STONE PINE COVE'S POLICY, RULES AND REGULATIONS WHICH APPLY TO THE PARKING AND OPERATION OF VEHICLES WITHIN STONE PINE COVE.**

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

EXHIBIT B - Pet Registration Form

# STONE PINE COVE

## OWNER INFORMATION (must be 18 years or older)

Resident shall have evidence of current vaccinations and provide to Management. It is the responsibility of the Resident to provide evidence of vaccination in a timely basis.

Full Name (Head of Household)		
Resident Address		Unit/Space #
City	State	Zip
Best Phone (    )	Alternate Phone (    )	
Email Address		

ANIMAL INFORMATION		
<input type="checkbox"/> DOG	<input type="checkbox"/> CAT	<input type="checkbox"/> _____
Pet's Name		
Gender	<input type="checkbox"/> Female	<input type="checkbox"/> Spayed*
	<input type="checkbox"/> Male	<input type="checkbox"/> Neutered*
Breed		
Color(s)		
Age		
Date of Birth (optional)		

ANIMAL INFORMATION		
<input type="checkbox"/> DOG	<input type="checkbox"/> CAT	<input type="checkbox"/> _____
Pet's Name		
Gender	<input type="checkbox"/> Female	<input type="checkbox"/> Spayed*
	<input type="checkbox"/> Male	<input type="checkbox"/> Neutered*
Breed		
Color(s)		
Age		
Date of Birth (optional)		



# STONE PINE COVE

## EXHIBIT C -VEHICLE REGISTRATION FORM

NOTE: ONLY TWO PERMITTED VEHICLES PER ADDRESS MAY BE REGISTERED. PLEASE SEE STONE PINE COVE'S RULES AND REGULATIONS FOR LIST OF ALLOWABLE VEHICLES.

UNIT #: \_\_\_\_\_  OWNER       HOUSEHOLD MEMBER

NAME 1: \_\_\_\_\_ CELL #: \_\_\_\_\_

NAME 2: \_\_\_\_\_ CELL #: \_\_\_\_\_

NAME 3: \_\_\_\_\_ CELL #: \_\_\_\_\_

NAME 4: \_\_\_\_\_ CELL #: \_\_\_\_\_

**PLEASE LIST ALL HOUSEHOLD MEMBERS VEHICLES**

	VEHICLE 1	VEHICLE 2
MAKE:		
MODEL:		
YEAR:		
LICENSE PLATE #:		
CHECK IF "MOTORCYCLE"	<input type="checkbox"/>	<input type="checkbox"/>
IS THIS A PICKUP TRUCK OR VAN FOR EMPLOYMENT?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
ALARM (Check one)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
PERMIT #:*		

\*A parking permit with a permit number will be provided after vehicle registration for parking purposes.

**FOR EACH VEHICLE, PLEASE PROVIDE:**

- Copy of the vehicle registration
- Copy of the vehicle insurance
- Copy of driver's license of each person registering vehicles

**STONE PINE COVE PARKING DISCLOSURE :**

1. A valid parking permit must be visibly displayed on the windshield, at all times, when parked in the community. If the permit is not displayed, the vehicle will be towed at owner's expense.
2. Prior to issuing a parking permit, a resident must submit vehicle registration, a copy of driver's license and insurance information. All documents must be valid and up to date.
3. Any violation of the parking policies or lack of proper parking permit will result in towing of the vehicle at owner's expense.
4. Parking in a "No Parking" area, fire lane, or in front of trash compartments/dumpsters, or improperly parked is prohibited and will result in towing of the vehicle at owner's expense.
5. All vehicles must be operative (flat tire, wrecked, no tag, expired tag), storage of inoperative vehicles in the community will be considered "abandoned" and is subject to towing at owner's expense.
6. Vehicles covered for any reason including wrecked vehicles that are involved in an accident, must display the resident's name, parking permit and telephone number. Any covered vehicle must be reported to the Management office or the vehicle will be towed at owner's expense.
7. Vehicle must have a current license plate. A vehicle with an expired tag has thirty days (30) from the date on the tag to renew or will result in towing of the vehicle at owner's expense.

IMPORTANT: VEHICLE(S) WILL BE TOWED AT OWNER'S EXPENSE, IF NOT REGISTERED AND/OR A PARKING PERMIT OR DISABILITY PERMIT IS NOT DISPLAYED ON VEHICLE. Please review Stone Pine Cove's Rules and Regulations for parking and vehicle rules.

I HAVE READ AND AGREE TO COMPLY WITH STONE PINE COVE'S POLICY, RULES AND REGULATIONS WHICH APPLY TO THE PARKING AND OPERATION OF VEHICLES WITHIN STONE PINE COVE.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

EXHIBIT D

Verification of Household Composition

This Verification of Household Composition is incorporated into the Lease Agreement and entered into by the undersigned tenants and the undersigned owner or agent for the owner for the home located at 830 Stone Pine Road, Unit \_\_\_\_, Half Moon Bay, CA.

Except as stated herein, to the extent that the terms of this Addendum conflict with those of the Lease, this Addendum shall control. The Premises shall be occupied only by those individuals named below:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_

Resident understands and agrees that no other occupants, other than those individuals identified above, are authorized or allowed to reside at the Premises without the prior written consent of the Landlord. Failure to comply with this provision shall be deemed a material breach of the Lease. Resident understand that the Unless pre-empted by federal, state, or local law, the number of Residents in the Home shall not exceed the following limits:

HOME SIZE	MINIMUM HOUSEHOLD SIZE	MAXIMUM HOUSEHOLD SIZE
<b>1 bedroom</b>	<b>1 person</b>	<b>3 persons</b>
<b>2 bedrooms</b>	<b>2 persons</b>	<b>5 persons</b>
<b>3 bedrooms</b>	<b>3 persons</b>	<b>7 persons</b>

The undersigned acknowledge(s) having read, understood and agreed to the foregoing.

**Residents:**

Resident Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Resident Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Resident Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Resident Signature: \_\_\_\_\_ Date: \_\_\_\_\_

EXHIBIT E

**Acknowledgement of California Endangered Species Act**

The Undersigned understands and agrees that it is illegal and punishable by fines and/or jail time to harm, harass, injure, kill or degrade the habitat of federally endangered or threatened wildlife, including, but not limited to:

- California Red-Legged Frog
- San Francisco Garter Snake
- San Francisco Dusky-Footed Woodrat
- Riparian habitat and wetlands
- Nesting birds

By authority of:

- United States Code, Title 16, Chapter 35, Sections 1531-1544
- California Fish and Game Code, Chapter 1.5, Sections 2050-2115.5

For further information regarding the California Endangered Species Act, visit the California Department of Fish and Wildlife <https://wildlife.ca.gov> which provides descriptive information and instructions about how to respond to a sighting of protected species.

Report observances of misuse, mishandling, injury, or inappropriate behaviors toward endangered wildlife or their habitats to the Property Manager immediately.

**Address: 830 Stone Pine Road, Unit \_\_\_\_\_, Half Moon Bay, CA.**

**Residents:**

Resident Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Resident Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Resident Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Resident Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Exhibit F:**  
California Mobilehome Residency Law

The Mobilehome Residency Law (Cal. Civil Code Chapter 2.5), as amended, is hereby incorporated by reference into this Agreement. The Resident hereby acknowledges that the County has provided Resident a copy of the text of the Mobilehome Residency Law, current as of the Effective Date of this Agreement. An electronic version of the Mobilehome Residency Law is also made available online by the California Legislative Information website, a link to which is provided below for the Resident's convenience. The County does not control this website or the information provided on it, and the County makes no representation or warranty as to its accuracy or continued availability.

[https://leginfo.legislature.ca.gov/faces/codes\\_displayexpandedbranch.xhtml?tocCode=CIV&division=2.&title=2.&part=2.&chapter=2.5.&article=](https://leginfo.legislature.ca.gov/faces/codes_displayexpandedbranch.xhtml?tocCode=CIV&division=2.&title=2.&part=2.&chapter=2.5.&article=)

The County will annually make available to Resident a copy of the Mobilehome Residency Law, as amended, as required by Civil Code Section 798.15(c).

**Exhibit G**  
**Mobilehome Residency Law Notice**

IMPORTANT NOTICE TO ALL MANUFACTURED HOME/MOBILEHOME OWNERS: CALIFORNIA LAW REQUIRES THAT YOU BE MADE AWARE OF THE FOLLOWING:

The Mobilehome Residency Law (MRL), found in Section 798 et seq. of the Civil Code, establishes the rights and responsibilities of homeowners and park management. The MRL is deemed a part of the terms of any park rental agreement or lease. This notice is intended to provide you with a general awareness of selected parts of the MRL and other important laws. It does not serve as a legal explanation or interpretation. For authoritative information, you must read and understand the laws. These laws change from time to time. In any year in which the law has changed, you may obtain one copy of the full text of the law from management at no charge. This notice is required by Civil Code Section 798.15(i) and the information provided may not be current.

Homeowners and park management have certain rights and responsibilities under the MRL. These include, but are not limited to:

1.	Management must give a homeowner written notice of any increase in the rent at least 90 days before the date of the increase. (Civil Code Section 798.30)
2.	No rental or sales agreement may contain a provision by which a purchaser or a homeowner waives any of their rights under the MRL. (Civil Code Sections 798.19, 798.77)
3.	Management may not terminate or refuse to renew a homeowner's tenancy except for one or more of the authorized reasons set forth in the MRL. (Civil Code Sections 798.55, 798.56) Homeowners must pay rent, utility charges, and reasonable incidental service charges in a timely manner. Failure to comply could be grounds for eviction from the park. (Civil Code Section 798.56)
4.	Homeowners, residents, and their guests must comply with the rental agreement or lease, including the reasonable rules and regulations of the park and all applicable local ordinances and state laws and regulations relating to mobilehomes. Failure to comply could be grounds for eviction from the park. (Civil Code Section 798.56)
5.	Homeowners have a right to peacefully assemble and freely communicate with respect to mobilehome living and for social or educational purposes. Homeowners have a right to meet in the park, at reasonable hours and in a reasonable manner, for any lawful purpose. Homeowners may not be charged a cleaning deposit in order to use the park clubhouse for meetings of resident organizations or for other lawful purposes, such as to hear from political candidates, so long as a homeowner of the park is hosting the meeting and all park residents are allowed to attend. Homeowners may not be required to obtain liability insurance in order to use common facilities unless alcohol is served. (Civil Code Sections 798.50, 798.51)
6.	If a home complies with certain standards, the homeowner is entitled to sell it in place in the park. If you sell your home, you are required to provide a manufactured home and mobilehome transfer disclosure statement to the buyer prior to sale. (Civil Code Section 1102.6d) When a home is sold, the owner is required to transfer the title to the buyer. The sale of the home is not complete until you receive the title from the seller. It is the responsibility of the buyer to also file paperwork with the Department of Housing and

	Community Development to register the home in the buyer's name. (Civil Code Sections 798.70–798.74)
7.	Management has the right to enter the space upon which a mobilehome is situated for maintenance of utilities, trees, and driveways; for inspection and maintenance of the space in accordance with the rules and regulations of the park when the homeowner or resident fails to maintain the space; and for protection and maintenance of the mobilehome park at any reasonable time, but not in a manner or at a time that would interfere with the resident's quiet enjoyment of the resident's home. (Civil Code Section 798.26)
8.	A homeowner may not make any improvements or alterations to the homeowner's space or home without following the rules and regulations of the park and all applicable local ordinances and state laws and regulations, which may include obtaining a permit to construct, and, if required by park rules or the rental agreement, without prior written approval of management. Failure to comply could be grounds for eviction from the park. (Civil Code Section 798.56)
9.	In California, mobilehome owners must pay annual property tax to the county tax collector or an annual fee in lieu of taxes to the Department of Housing and Community Development (HCD). If you are unsure which to pay, contact HCD. Failure to pay taxes or in lieu fees can have serious consequences, including losing your home at a tax sale.
10.	For more information on registration, titling, and taxes, contact: the Department of Housing and Community Development at <a href="http://www.hcd.ca.gov">www.hcd.ca.gov</a> (800) 952-8356; your County Tax Collector; or call your local county government.
11.	The Mobilehome Residency Law Protection Program (MRLPP), found in Section 18800 et seq. of the Health and Safety Code, protects and safeguards mobilehome homeowners and residents by affording them an additional avenue to enforce violations of the MRL. The Department of Housing and Community Development (HCD) administers the program by providing assistance in taking complaints and helping to resolve and coordinate the resolution of those complaints from homeowners and residents relating to the MRL. The HCD contracts with nonprofit legal service providers and refers complaints of alleged MRL violations to these legal service providers. The HCD may not arbitrate, mediate, negotiate, or provide legal advice in connection with mobilehome park rent disputes, lease or rental agreements, or disputes arising from lease or rental agreements, but may provide information on these issues to the complaining party, management, or other responsible party. The MRLPP is funded by an annual registration fee of \$10.00 for each permitted mobilehome lot, collected from management, which management may pass on and collect from the homeowner at the time of rent payment. The annual MRLPP registration fee must appear as a separate line item on the rent bill and be accompanied by a clear written description of the purposes of the charge, along with contact information for the HCD. For questions regarding the fee or the MRLPP, contact: the HCD at <a href="mailto:MHAssistance@hcd.ca.gov">MHAssistance@hcd.ca.gov</a> or by calling (800) 952-8356.

**EXHIBIT H**

**Unit Lease**

1. The terms of this Exhibit H shall apply only in the event that escrow on the sale of the Unit to Resident is not closed at the time that Resident takes possession of the Unit and assumes use and occupancy of the Premises pursuant to this Lease Agreement.
2. In such event as described in Ex. H, § 1, in addition to the lease of the Premises, Management shall and hereby does lease the Unit to Resident on the terms and conditions contained in the Lease Agreement; provided that (a) Resident shall pay rent for the lease of the Unit in the total sum of \$0 dollars (\$0) per month in accordance with the terms and conditions set forth in the Lease Agreement; and (b) the lease of the Unit and associated tenancy shall automatically terminate upon the close of escrow on the sale of the Unit to Resident. Such close of escrow shall be evidenced by the execution and delivery of title to the Unit to Resident, or such other documentation, as approved in writing by the County.
3. The lease of the Unit shall be subject to and in accordance with the California Mobilehome Residency Law. Management may not enter the Unit except as permitted under the Mobilehome Residency Law.
4. In the event the County determines in its sole discretion that the sale of the Unit will not be completed for any reason, the County and/or Management shall have the right to terminate the lease of the Unit upon providing notice as provided in the Lease Agreement and in accordance with the Mobilehome Residency Law.
5. All other terms and conditions of the Lease Agreement shall apply to the lease of the Unit, and are incorporated by reference as if fully set forth in this Exhibit H.