

**Marin Valley Mobile Country Club
A Community for Older Persons
100 Marin Valley Drive, Novato, CA 94949
(415) 883-5911**

**PARK RULES AND REGULATIONS
REVISION - JANUARY- 2008**

The following rules and regulations have been established and apply to all Homeowners, Residents and Guests. These rules and regulations comply with all State Civil Codes, County Ordinances, City Ordinances, and Public Health and Safety Ordinances. If there is an inadvertent conflict, the relevant code or ordinance shall prevail if required by law.

Definitions:

"Park Owner" shall mean the Novato Financing Authority (NFA).

"Park Operator" shall mean the Park Acquisition Corporation of Marin Valley Mobile Country Club (PAC).

"Park Management" shall mean Frei Real Estate Services (FREI) or such other entity as shall from time to time be selected by PAC.

"Homeowner" shall mean the person or persons who hold title to the mobilehome and have been granted the authority by Park Management to place a mobilehome on a mobilehome space within this park, and who has signed a rental or lease agreement.

"Resident" shall mean any person who is approved in writing by Park Owner, Park Operator or Park Management to be a permanent occupant of a mobilehome and may or may not hold title or a portion of title to that mobilehome;

"Long Term Guest" shall mean a person whom the Homeowner expects to remain for an extended period of time of six months or less, but more than twenty consecutive days or more than forty-five days in any calendar year;

"Short Term Guest" shall mean a person whom the Homeowner of a mobilehome expects to remain for twenty days or less and not more than forty-five days in any calendar year.

Objective:

It is the objective of PAC to provide to the Homeowners, Residents and Guests a safe, clean, and attractive residential park.

The community facilities in the Park are provided for the enjoyment of the Homeowners, Residents and Guests who are requested to assist Park Management in the proper use and care of these facilities. Further, each Homeowner/Resident is expected to maintain his/her mobilehome and mobilehome space in a neat and attractive condition. These Park Rules and Regulations have been carefully developed to avoid any misunderstanding. The PAC reserves the right to supplement and/or amend any of the following Rules and Regulations in accordance with applicable law.

1. **OCCUPANCY REQUIREMENTS:** Marin Valley Mobile Country Club is a private Residential mobilehome park and is intended to be and is operated for occupancy by older persons. Specifically, for a mobilehome to occupy or continue to occupy a mobilehome space in this park: at least one person occupying that mobilehome as a permanent Resident must be age fifty-five (55) or older; that person must own or be part owner of that mobilehome per HCD title records or if that mobilehome is owned by a Trust, be the direct beneficiary of that Trust, or if owned by an estate be the person to whom the ownership of that mobilehome will pass when the estate is settled. All prospective purchasers and prospective occupants will be required to provide proof of age, including but not limited to a photocopy of a valid driver's license or birth certificate. No person under age eighteen (18) is permitted to reside permanently in a mobilehome within the park. The maximum occupancy of a mobilehome may

not exceed two (2) persons per bedroom plus one (1) additional person. A bedroom is that part of the original home designed for use as a bedroom and as otherwise defined by law.

2. **NON-DISCRIMINATION:** No discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, source of income, national origin, disability, sexual orientation, or ancestry will be allowed with regard to sales of mobilehomes. No discrimination against any Homeowner/Resident/Guest, as described in the previous sentence, will be allowed with regard to the transferring, use, occupancy, tenure or enjoyment of the rented mobilehome space and privileges derived therefrom. There will be no discrimination against any Homeowner/Resident/Guest who wishes to attend any Resident group or Resident organization meeting. To use any park facility, a group of Residents, an organization of Residents or an individual Resident as sponsor of an activity must apply to Park Management for authority to do so and receive such authority in writing prior to that activity occurring. Park Management reserves the right to refuse the use of the facilities to any person, organization or group.

3. **SUBLEASING:** The Homeowner is prohibited from subleasing or renting his/her mobilehome or any portion of their home, unless specifically required by Civil Code Section 798.35. House-sitting is permitted for a maximum of thirty (30) days only if prior written approval of Park Management has been obtained by the Homeowner.

4. **CONDUCT:** Homeowner/Resident/Guest(s) are required to conduct themselves within the Park in such a way as to not constitute a substantial annoyance to other Homeowner/Resident/Guest(s). Quiet hours are between 10:00 P.M. and 8:00 A.M. Noise volume from radios, televisions, etc. must be low enough so as not to disturb neighbors. Contractors (and contractor-like activity) must be limited to Monday through Saturday between hours of 7 A.M. and 7 P.M.

4.1 Homeowner/Resident/Guest(s) shall not violate any law in the use of the premises, cause nuisance, annoy, molest or interfere with the privileges of other Homeowner/Resident/Guest(s).

4.2 No weapons are permitted to be used within the Park at any time. This includes, but is not limited to, firearms, pellet guns, BB guns, slingshots, bow and arrow, etc.

5. GUESTS

5.1 **LONG-TERM GUEST AGREEMENT:** 1) All reference to rules regarding guests will be subject to Civil Code Section 798.34. Long-term Guests are required to execute an agreement to comply with Park Rules and Regulations and acknowledging the terms by which they may remain upon Park premises. A Guest residing with a Homeowner/Resident may occupy the Homeowner/Resident's mobilehome on the condition that the Homeowner/Resident is a full-time occupant residing in the Park. Occupying a mobilehome in the Park as a Short Term Guest or Long-term Guest grants no rights of residency, and such Guests shall not be deemed Residents within the Park. When the Homeowner/Resident with whom the Guest is residing vacates or for any reason ceases to reside in the mobilehome with such Guest, the Guest must vacate the Park premises immediately. 2) Any guest remaining in the Park for more than 6 months will be required to vacate the premises for at least 6 months or apply for residency. If the application for residency of such a guest is not approved, the guest must vacate immediately.

5.2 **SHORT-TERM GUESTS:** Short-term guests must register at the Park Office after twenty (20) consecutive days or thirty (30) total days in a calendar year in the Park. Registration includes but is not limited to providing a government issued I.D. and description of any vehicle the guest owns or operates.

5.3 **CONDUCT OF GUESTS:** Each Homeowner/Resident is required to acquaint all of his or her Guests with the Rules and Regulations of the Park. The Homeowner/Resident is personally responsible for the actions and conduct of his/her Guests and is liable for any damage to any part

of the Park or personal property of the Owner, Operator, or Park Management caused directly or indirectly by that Homeowner/Resident/Guest(s). Any violation of the Park Rules by a Guest of a Homeowner/Resident or by a Resident residing with a Homeowner in that Homeowner's mobilehome shall be deemed a breach of the Rules and Regulations by Resident and by Homeowner and shall have the effect as if Homeowner or Resident had breached the Rules and Regulations. Park Management reserves the right, for the mutual benefit of other Residents, to remove or exclude from the Park any Homeowner/Resident/Guest who fails to follow the Rules and Regulations of the Park.

6. **PETS:** Homeowners/Residents who have pets that are deemed by Park Management to be an unacceptable nuisance to neighbors or who fail to abide by the park's pet rules shall be required to remove those pets from the park. Pets must be registered with Park Management and the Homeowner/Resident must sign a Pet Agreement.

6.1 Absolutely no cat litter may be disposed of in toilets.

6.2 **PETS MUST BE INDOOR PETS ONLY.** Pets must be attended while outside the home. Pets that whine or bark when Homeowner/Resident or Guest is away must never be left alone. Pets are at no time permitted in the clubhouse, recreation hall, laundry room, pool room, or swimming pool areas. Pets may not enter onto other Homeowners' mobilehome spaces without that Homeowner's consent. These restrictions do not apply to service animals.

6.3 Pets must be kept on a leash and the pet owner must carry a scoop and container and clean up after the pet at all times and in all places, including the area immediately adjacent to the Homeowner/Resident/Guest's mobilehome. Pet droppings must be cleaned up daily, or more often if necessary to eliminate odor, insects, rodents, etc., that are deemed by Management to be a nuisance to neighbors.

6.4. **Feeding Wild Non Domestic Animals** – shall not be permitted in any way that directly or indirectly encourages the presence of wild animals such as deer, turkeys, etc. or that contributes in any way to the presence of rodents. Bird feeders are acceptable if the food is contained to the feeder and not spread on the ground so that other animals have access to it.

7. **SERVICE ANIMALS:** The Homeowners/Residents/Guests who have a requirement for the services of such guide, signal or service dogs or animals must provide to Park Management copies of the medical verification of the requirement. Such animals must be registered with Park Management and the person requiring such pet must sign a Pet Agreement.

8. ARCHITECTURAL APPROVAL REQUIREMENTS

Any exterior addition or modification to any structure or improvement to a space may be done only after written approval from Park Management is obtained. All work (both exterior and interior) requiring a permit from either HCD or local jurisdictions may begin only after required permits are obtained and a copy is provided to Park Management. All work on any space must meet all applicable city & state building codes and Title 25 requirements.

Replacement homes and modifications to current homes and lots: All replacement homes, modifications to current homes and other accessory structures or mobilehome space improvements must comply with all local, state, and federal laws, and to the requirements under (1) California Code of Regulations, Title 25, Housing and Community Development, Chapter 2, Mobilehome Parks Act; and (2) California Civil Code Provisions, Mobilehome Residency Law. [Copies of these documents are available at the Park office for your review.]

All replacement mobilehomes, modifications to current homes, and accessories such as awnings, decks, skirting, patios, landscaping, storage lockers, and air conditioners must have written approval of Park Management prior to installation. Park Management has the sole discretion in determining whether or not changes or modifications are consistent with park rules and the overall aesthetics of the park.

All applications for replacement homes or modifications to existing homes must include a mobilehome space diagram of the current mobilehome space and current mobilehome placement, indicating decks, storage units, fences, drainage ditches, retaining walls, etc. The diagram must include all dimensions to scale including both footprint and height. (This diagram is in addition to the diagram required by The State of California, Department of Housing and Community Development, Form HCD-538.)

Approval Process:

- 8.1 Resident must submit a completed Request for Architectural Approval packet (available in Park office) along with the application for HCD permit.
- 8.2 Exterior modifications, replacements, etc., may not begin until Park Management has given written approval of the project, the Application for HCD permit is signed by Management, and all required permits have been obtained.
- 8.3 A manufacturer's specification sheet for new homes showing floor plan, dimensions, style, etc., or a picture in the case of a used home, must accompany the request for Management approval and application for HCD permit.
- 8.4 Homes of more than one story or homes with a loft are not permitted.
- 8.5 Replacement homes must be no more than five years old as of the date the application is submitted to Management.
- 8.6 Set back Requirements in Title 25 of the Health & Safety Code must be adhered to except that under no conditions may the front set back from the curb be less than three feet.
- 8.7 New, replacement or remodeled homes shall not exceed the height (lowest point of the home at ground level to the roof peak) of the previous home if any owner of a home on mobilehome spaces within 100 feet from the mobilehome space boundary of the new home objects to the new home height in writing within 30 days of receipt of written notice by Management of the proposed installation of a replacement or remodeled home.
- 8.8 Under no conditions may the replacement or remodeled home exceed 15-ft. in height (Lowest point of the home at ground level to the roof peak).

* The maximum home height shall not exceed 15' (lowest point of the home at ground level to roof peak unless approved in writing by management. Home height shall be determined at the sole discretion of management.
- 8.9 All installations, mobilehome space restoration to original state, and landscaping must be completed within 60 days after the home is delivered.
- 8.10 Park Management must approve House color, siding material, roof type, color, landscaping, etc..
- 8.11 Utilities may not be connected to the home nor may the home be occupied until Management has inspected and approved the installation in writing.
- 8.12 The relocation of utilities or other modification required for the new home will be done at the cost of the Resident and only after prior written approval by Park Management.
- 8.13 Right of Appeal – In the event a request for a replacement or remodeled home is denied based purely upon the objection of a neighboring resident per 8.7 above; the denial may be appealed to Management. The written appeal must be delivered to Management within 15-days of the date of

the Notice of Denial. Management will review the appeal, the neighboring resident's objection and all other relevant factors. Management will conduct its evaluation of the appeal and notify the residents involved of Management's decision within 45-days of receipt of the appeal.

Management may, at its sole discretion, review the appeal with the PAC Board or other Park organizations or individuals for input prior to Management making its final determination.

Failure to strictly comply with the above Rules and Regulations (8.1 – 8.13) will result in immediate action by the Park Management to remedy through all legal means available, including eviction proceedings.

9. MOBILEHOME SPACE MAINTENANCE:

9.1 Homeowners shall maintain their mobilehome spaces and landscaping in a clean, well-kept, attractive fashion. Homeowners are required to use proper irrigation techniques so as not to waste water or cause unnecessary run off. Pursuant to California Civil Code Section 798.36, in the event a Homeowner fails to maintain his/her mobilehome space, the Homeowner will receive a 14-day Notice to perform maintenance. Failure to comply shall result in the Park performing the required maintenance at Homeowner's expense.

9.2 Prior to digging or driving rods and/or stakes anywhere in the Park, Homeowner/Resident/Guest(s) shall obtain written approval from Park Management to prevent inadvertent utility line damage. In the event of lack of information on the part of Park Management as to where utility lines are located Homeowner/Resident/Guest(s) shall contact utility companies as listed in Park Management office to obtain information as to the location of utility lines. If Homeowner/Resident/Guest(s) fails to obtain Park Management approval, Homeowner must pay the cost of repair to any utilities or the Owner's, Operator's or Park Management's property damaged by Homeowner/Resident/Guest(s).

10. MOBILEHOME SPACE USAGE: Anything that detracts from the overall attractiveness of the Park or that creates a threat to health and safety is not permitted.

10.1 No towels, rugs, wearing apparel or laundry of any description may be hung outside the mobilehome at any time. State law prohibits storage under the mobilehome. Storage of any items such as unused furniture, building material, etc. that is excessive, unsightly or unhealthy shall not be permitted on any lot. Well maintained barbeque equipment and commercially manufactured patio furniture is permitted.

10.2 No flammable, combustible, or explosive fluid, material, or chemical substance (except for those customarily used for normal household purposes) may be stored on a space. No environmentally hazardous or prohibited substance or material may be placed in the trash or sewer system or dumped or otherwise disposed of in the Park.

10.3 **STORAGE BUILDINGS:** Each mobilehome space may have up to two (2) exterior storage buildings, which shall not exceed a combined floor area of 120 square feet or exceed 10 feet in height. The buildings must be of a manufactured type, and must match or complement the mobile home's exterior.

11. **AIR CONDITIONERS:** Air conditioners must be in good operating condition and must not make excessive noise that will be disturbing to any other Resident. All air conditioners must be compatible with the electrical output of the Park. Condensation accumulation from any air conditioner must be piped away from the mobilehome and not be allowed to fall onto the ground under the mobilehome. Window air conditioners will not be permitted without Management consent. Roof-top air conditioners and swamp coolers are prohibited.

12. **CARPORTS:** Carports are required and must be covered by an awning and approved by Park Management. Carports and porches are not to be used as storage facilities.

13. **DRIVEWAYS:** Gutter plates and any other type or form of modifications, either permanent or temporary, to the original design of roads and gutters are prohibited. However, driveways and gutters may be modified only with prior written approval by Park Management. Driveways are to be kept reasonably clean of any oil stains. Damage to driveway, cul-de-sacs or other Park roadways or parking areas caused by a homeowner/ resident/guest's vehicle, or other acts shall be repaired at the Homeowner/Resident/Guest's expense.

14. **DRAINAGE:** Homeowner/Resident/Guest(s) may not take any action that would impede the natural flow and draining of water from the mobilehome space.

15. **PORCHES AND PATIOS:** Porches must be made of materials that match or compliment the mobilehome's exterior. Steps must have approved handrails, as required by law, and sided to match or complement the mobilehome's exterior.

16. **SATELLITE DISHES:** Antennas or miniature satellite dishes, one (1) meter or less in diameter, must be placed in a location least visible from the street that allows an acceptable signal to be received. Satellite dishes over one (1) meter are unacceptable.

17. **SKIRTING:** Skirting is required on all mobilehomes, and must match or complement mobilehome's exterior.

18. **HOT TUBS:** Must be approved by Park Management, and must not make excessive noise that will be disturbing to any neighbor.

19. **SPEED LIMIT** in the park is to be slow and at no time to exceed the limit posted in the park. Homeowners/Residents/Guests must obey all posted traffic control signs and drive slowly and carefully.

20. **VEHICLES:** Parking or storage of inoperable, unsightly, or unlicensed vehicles is not permitted within the Park. Violations of this rule will subject the vehicles to towing and impounding of vehicles at vehicle owner's expense.

21.1 **PARKING:** Parking at each mobilehome space is limited to the number of vehicles that fit within the carport or driveway. No parking is permitted in the streets or any other area not specifically designated for vehicle parking by the park. Parking in cul-de-sacs (in areas other than driveways and carports) is permissible for loading and unloading provided it does not interfere with egress/ingress of other vehicles. No parking is permitted in vacant mobilehome spaces without written permission of Homeowner/Resident or estate of Homeowner/Resident and confirmed by Park Management. Guests must park in designated Guest parking areas only. Any Homeowner/Resident who wishes to use Guest parking on a regular basis may do so only upon written approval of Park Management and for a \$15/mo fee. Such agreements may be terminated upon seven (7) days notice from Management. This monthly charge must be paid along with Homeowner's/Resident's mobilehome space rent but does not guarantee a specific space.

* Parking at each mobilehome space is limited to the number of vehicles that fit within the carport or driveway. No parking is permitted in the streets or any other area not specifically designated for vehicle parking by the park between the hours of midnight and 7 am. Parking is also not allowed at anytime within 20 feet of a street intersection. Parking in cul-de-sacs (in areas other than driveways and carports) is permissible for loading and unloading provided it does not interfere with egress/ingress of other vehicles. No parking is permitted in vacant mobilehome spaces without written permission of Homeowner/Resident or estate of Homeowner/Resident and confirmed by Park Management. Guests must park in designated Guest parking areas only. Any Homeowner/Resident who wishes to use Guest parking on a regular basis may do so only upon written approval of Park Management and for a monthly fee. Such agreements may be terminated upon 45 days notice from Management. This monthly charge must be paid along with Homeowner's/Resident's mobilehome space rent but does not guarantee a specific space.

- 21.2 No excessively noisy vehicles will be allowed in the Park. Excessive being those that are unusually loud and that can cause a nuisance.
- 21.3 **REPAIRS:** No repairing or servicing (whether major or minor in nature) of vehicles (including boats) will be permitted in driveways, carports or streets.
- 21.4 **RV STORAGE & ADDITIONAL PARKING:** Homeowner/ Resident/Guest must pay a monthly charge of \$15.00 for each vehicle parked in designated areas other than at the mobilehome space. Travel trailers, campers, motor homes, boats, and extra cars shall be parked in the area designated for parking vehicles in RV storage areas only after the vehicle owner signs a written month-to-month Parking Agreement with Park Management. Any vehicle containing a propane or butane tank must be stored in an RV storage area. RV Parking is not to be used for vehicles that are inoperable or stored permanently without being used.
- * Homeowner/ Resident/Guest must pay a monthly charge for each parking space in designated areas other than at the mobilehome space. Travel trailers, campers, motor homes, boats, and extra cars shall be parked in the area designated for parking vehicles in RV storage areas only after the vehicle owner signs a written month-to-month Parking Agreement with Park Management. Any vehicle containing a propane or butane tank must be stored in an RV storage area. RV Parking is not to be used for vehicles that are inoperable or stored permanently without being used.
22. **FENCES:** A plan outlining the location and specifications of the fence must be submitted for Management approval prior to installation. Any underground utility damage as a result of Resident fence installation is the responsibility of Resident. Side and rear yard fences shall not exceed four (4) feet in height unless, all necessary permits, including Management approval are obtained. Any fence bordering a street or that extends from beyond the front or side of a home adjacent to a street shall not exceed four (4) feet in height. No fence may extend beyond the front of a home towards the street.
23. **NON-CONFORMING STRUCTURES:** Homeowners/Residents/Guests are cautioned that there are mobilehomes and other structures in the Park that do not conform to current mobilehome standards and/or guidelines, and should not assume their plans will be approved because they are similar to homes or other structures on existing mobilehome spaces.
24. **MOBILEHOME MAINTENANCE:** The exterior of the mobilehome must be kept by Homeowners/Residents/Guests in a clean, good, safe and neat appearing condition and in accordance with all state and municipal laws. Any additions or modifications to the mobilehome, or space, must be completed within sixty (60) days of written Park approval. Park Management may extend this time restriction for good cause.
25. **GARBAGE: NO DUMPING** of any type of refuse is permitted anywhere in the Park or on land adjacent to the park by either Homeowners/Residents/Guest(s) or Park Management. Homeowner/Resident garbage may not be placed in the Park's trash containers.
26. **LAUNDRY FACILITIES:** Coin Operated laundry facilities are for the use of Homeowners/Residents and their adult Guests only. Homeowner/Resident/Guest(s) shall be liable for any damage due to their misuse of equipment. No tinting or dyeing in the machines, no washing of rugs too heavy for the machines. The facility must be kept neat and clean. Pets are not allowed in the laundry facility. Park Management does not assume responsibility for lost, stolen or damaged articles.
27. **PARK FACILITIES:** Park facilities are provided and are available at specified hours for the exclusive use of Homeowners/Residents and accompanying Guests. If Homeowners/ Residents are not able to accompany their Guests, a waiver, subject to Park Management approval, may be obtained by registering each Guest with Park Management. Park facilities are not to be used to conduct any type of business or commerce of a public nature. Homeowner/Resident organizations are permitted to host meetings and affairs relating to mobilehome living to be

held in any of the Park recreation facilities if the meeting is held at a reasonable hour and when the facility is not otherwise in use. Other private uses by Residents (with the exception of the swimming pool, Jacuzzi, sauna, pool tables, shuffleboard, ping pong, exercise rooms, men's and women's card rooms, library, and Fireside Room) will be by appointment with and permission of Park Management. Closing hour for all facilities is 10:00 p.m., except for special events or as otherwise posted and approved by Park Management. Smoking is not allowed in any indoor Park facility. No one under the age of eighteen (18) will be allowed to play pool unless accompanied by a sponsoring Homeowner/Resident. Please observe a limit of two (2) games if others are waiting to play pool.

28. **CLUBHOUSE RESERVATIONS FOR PRIVATE PARTIES:** The Clubhouse recreational hall is available to Homeowners/Residents for private parties when such use does not conflict with park social activities. Posted hall maximum capacity may not be exceeded. Homeowner/Resident must submit an application for use of the recreational hall to Park Management at least one (1) week in advance. Homeowner/Resident is required to be in attendance at the function to ensure that good order is maintained and that his or her Guests comply with Park rules. Homeowner/Resident is also responsible for leaving the premises, equipment and furniture clean and in good order. A refundable deposit of One Hundred Fifty (\$150.00) dollars is required, unless prohibited by law, to apply to the costs of any additional cleanup or damage and any repairs that may be necessary (see specific list in rental agreement). **REQUESTS FROM OUTSIDE ORGANIZATIONS AND CLUBS WILL NOT BE APPROVED.** Insurance in an amount of not less than one million dollars must be provided for all private functions and a Certificate of Insurance issued naming the City of Novato, The Redevelopment Agency of the City of Novato, The Novato Financing Authority, The Park Acquisition Corporation, Frei Real Estate Services, and such other entities as Park Management shall from time to time require as an additional insured. This Certificate must be submitted to Park Management prior to the function.

28.1 **CLEANUP DUTIES:** A list of cleanup duties will be provided at the time reservations are made.

28.2 **ALCOHOL:** The service or consumption of alcohol must be approved by Park Management to be served at a private function. Alcohol may not, under any circumstances, be sold at a private function.

29. **SWIMMING AND THERAPY POOLS:**

Park Management may change these hours from time-to-time as allowed by law.

HOURS: Summer Months: 10:00 a.m. to 10:00 p.m. Daily
Winter Months*: 10:00 a.m. to 8:00 p.m. Daily
*Therapy pool only (swimming pool is closed)

29.1 Each Homeowner/Resident/Guest who uses the pool facilities is required to sign the Swimming Pool Release Agreement.

29.2 No food, no glassware, no glass bottles and no alcoholic beverages of any kind are allowed in the pool area.

29.3 The swimming pool is for the exclusive use of Park Homeowners/Residents and their Guests. Guests must have permission from Park Management when not accompanied by a Homeowner/Resident.

29.4 Children and persons under the age of eighteen (with permission from Park Management) and when accompanied by the responsible Homeowner/Resident may use the pool between 10:00 a.m. and 1:00 p.m. No child who is not toilet trained is permitted in the pool. The Homeowner/Resident is responsible for the appropriate conduct of the children they bring to the pool.

29.5 Therapy pool, sauna, and gymnasiums are restricted to the use of Homeowner/Resident and adult Guests only.

29.6 All persons using the pool must shower before entering the pool. Those using suntan or other lotions or oils must re-shower before entering the pool.

29.7 Management may deny the use of the swimming pool, therapy pool, saunas, or gymnasiums to anyone not observing the above rules.

30. **EXERCISE ROOM:** The exercise room is for resident use only. Guests and children are not allowed to use this facility and the facility is used at residents' own risk.

31. **SMOKING:** Smoking shall not be allowed in the Clubhouse, exercise room, showers, and other recreation facility areas as may be posted.

* Marin Valley Mobile Country Club is a private property/project and is not open to the general public; smoking at MVMCC is not governed by state law or local ordinance. MVMCC allows:

- Residents to smoke in their home and on their surrounding property.
- Residents who are sharing public spaces, (roadways, sidewalks, pathways, etc.) must refrain from smoking in that space if any resident within that space objects.
- Outdoor Public Areas may be designated as non-smoking for special events with written approval of the PAC Board.
- In and around the club house smoking is allowed in the following designated space.
- On the patio within the enclosed seating area adjacent to the iron fence on the north side of the club house. "Smoking Area" signs will be posted.

32. **SALE OF MOBILEHOME:** See the provisions of Section 798.70 of the California Civil Code.

Prior to purchasing a mobilehome, potential Homeowners must submit a written application for residency to Park Management for approval. The right to occupy a mobilehome space may be limited in accordance with the Affordability Requirement, Income Limits and Restrictions set forth in the Housing Assistance Pledge Agreement and Declaration of Restrictive Covenants by and among the Redevelopment Agency of the City of Novato, the PAC and the NFA, as noted in the Standard Twelve Month Rental Agreement. The right to occupy a mobilehome space shall not be transferred or assigned without prior Park Management approval. In addition to the foregoing, for any resale whereby the mobilehome is to remain in the Park, the Seller or Buyer must agree, in writing, to perform the work necessary to bring the mobilehome into compliance with all structural and other applicable federal, state and local laws, ordinances, rules and regulations. Full skirting is required. Siding must be repaired or painted. Awnings must be in good condition. Decks and porches must be in compliance with state and local code requirements and be in good repair. All landscaping must be neatly trimmed and attractive. Mobilehome spaces must be free of weeds, dead plants, and debris. Carports must be reasonably free of oil and grease.

33. **MOBILEHOME LICENSE:** The homeowners of those mobilehomes licensed through the Department of Housing and Community Development are required to have a current mobilehome license installed on the mobilehome. Such licensing is subject to inspection at all times. The homeowners of those mobilehomes subject to Property Tax are required to provide to Park Management a copy of the Property Tax bill. Those mobilehome owners whose mobilehome is subject to property tax are responsible for the payment of those taxes in a timely manner and are required to provide Management evidence that the tax has been paid.

34. **REMOVAL OF MOBILEHOME:** At least sixty (60) days notice must be given prior to removal of any mobilehome from the Park. Failure to provide the required notice will result in an additional rental charge prior to the mover being given approval to remove the home from the Park premises. Only licensed, bonded and insured movers may remove or bring in a mobilehome to or from the Park.

35. **INDEMNIFICATION:** Homeowner/Resident agrees to release, defend and indemnify Park Management, Owner, Operator, the City of Novato and the Redevelopment Agency of the City of Novato from and against any and all claims arising from any act, omission, or negligence of Homeowner/Resident or of Homeowner's/Resident's Guests, contractors, licensees, agents, servants, or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in or about any such claim, action or proceeding brought thereon.

36. **SPECIAL RULES INCORPORATED BY REFERENCE:** Other rules of conduct concerning the use of the Park's facilities are posted throughout the Park and, by this reference, are incorporated herein as though set forth in full. Homeowners/Residents/Guests must read and comply with all posted rules.

37. **VIOLATIONS:** In order to promote a harmonious community atmosphere and to improve Park operational efficiency, Homeowners/Residents are encouraged to register complaints regarding compliance with these rules and regulations, or make suggestions, as the situation may warrant.

Complaints of violations and/or suggestions concerning these Rules and Regulations of the Park should be submitted in writing to Park Management during normal business hours. Complainants must sign their name(s) and address and specify the nature of the violation, date, time and witnesses. If complainant requests that identification remain confidential it shall not be divulged by Park Management, subject of course to appropriate legal action or action by other appropriately constituted authority.

38. **EMERGENCY INFORMATION:** Homeowners/Residents/Long-Term Guests are encouraged to provide the following information to Park Management:

38.1 The name, address, and telephone number of a relative or friend to be used in case of emergency.

Date: _____

Homeowner/Resident/Guest

Date: _____

Homeowner/Resident/Guest

Date: _____

Homeowner/Resident/Guest

Date: _____

Homeowner/Resident/Guest