

RESORT LIVING ON THE PACIFIC



**RULES
AND
REGULATIONS**

Adopted:

(JUNE 14, 2013)

UPDATED

(June 8, 2024)

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Pismo Beach Mobile Home Park

(A Resident Owned Park)
140 S. Dolliver St.
Pismo Beach, CA 93449

I. INTRODUCTION

Welcome to Pismo Beach Mobile Home Park (hereafter referred to as PBMHP or the Park).

To address most of your questions and to reduce potential problems, PBMHP has put together these Rules and Regulations. They have been developed to ensure high standards of conduct and home maintenance by shareholders, residents and guests that will result in a wonderful place to live and vacation. Compliance with these Rules and Regulations will be **strictly** enforced. Any questions you may have regarding Guidelines that are not addressed in these pages may be directed to Management.

Any new or transfer of ownership requires an orientation meeting with the Board of Directors.

All Park Business is conducted during posted office hours Monday – Friday, or by appointment.

The following Rules and Regulations are a part of your Rental/Occupancy/Shareholder Agreement. Please read these Rules and Regulations carefully and keep them available as they constitute a binding agreement between you and the management.

The Park and its residents will comply with all applicable state, county, and local laws and ordinances. Any substantial changes of information entered on the residency application must be reported to management. Any misinformation entered on the application constitutes a breach of the terms of the resident's contract.

The Park shall be represented by Management, which is vested with all the legal rights and authority to enforce these Rules and Regulations on behalf of the Park and its shareholders.

II. DEFINITIONS

A. "Guests"

Persons in the Park at the invitation of shareholders or residents.

B. "Park"

Pismo Beach Mobile Home Park

C. "Park Facilities"

Those areas and facilities of the Park generally available to residents and guests.

D. "Home Site"

The real property occupied by shareholder or rented to resident by Management.

E. "Management"

An individual or entity responsible for the day-to-day Management of the Park.

F. "Mobile Residency Law"

Those provisions of the California Civil Code Sections 798 thru 798.88 which apply to renters and Sections 799 thru 799.11 which apply to shareholders.

G. "Children"

Under 14 years of age

H. "Minors"

Between 14 - 18 years of age

I. "POC"

Park Operations Committee

III. SHAREHOLDER-OWNED "SENIOR COMMUNITY"

A. Residence requirements

1. PBMHP is a shareholder-owned Park and as such, only a shareholder and/or approved resident or renter may occupy a mobile/manufactured home within the Park.
 - a. Renting, leasing or subleasing is a shareholder/resident's home by a shareholder or resident is strictly **FORBIDDEN**

2. **PBMHP** is a "Senior" Mobile Home Park. To be eligible to reside in the Park, residents must be at least 55 years of age and meet other requirements outlined in the Park Bylaws under Article V, Section 4. B. (10/22/16)
3. No one under the age of 55 is eligible to reside permanently in the Park without the Board of Directors approval, pursuant to the Fair Housing Amendments Act and CA Fair Employment and Housing Act (a & b) below.
 - a. A Qualified Permanent Resident ("QPR"), as described in the above referenced "Acts" is eligible for residency.
 - b. A full-time caregiver or a Permitted Health Care Resident ("PHCR") who meets the criteria as stated in Section VI, (C) is eligible.
4. No "Guests" including minors and children, shall be allowed to stay longer than two (2) weeks without Management approval.
5. All Shareholders are required to obtain a homeowner's liability insurance policy for their mobile home annually, and to provide a copy to the Park office. The PBMHP does not insure individual shareholder mobile homes. (6/13/15)
6. **Ownership of Multiple Shares.** Shareholders will be allowed to own no more than two (2) shares at any one time, for remodel, replacement or preparation to move from one site to another, subject to Board approval. The shareholder obtaining ownership of a second share shall be responsible for all monthly park fees, assessments, utilities, or other fees due for each share. (11/14/15)

IV. LANDSCAPING

A. Requirements

1. The front of each mobile home shall be landscaped a minimum of fifty (50) percent of the width of the mobile home.
 - a. Only live plants may be used. Artificial turf may be allowed with Park Operations Committee approval.
 - b. Evergreen grasses, ground covers, flowers, and small shrubs are generally acceptable.
 - c. Excessive use of rock is discouraged.
 - d. Waterfalls, statuary, and other forms of décor may be permitted with the Park Operations Committee's approval.
 - e. Plans to install pavement, brick or other hard surfaces on the home site must be submitted to the Park Operations Committee for approval.
 - f. Home site shall be kept free of weeds and debris at all times.
2. Drainage must not be blocked in any way and must not drain onto adjacent home sites.
3. All landscaping shall be well maintained. Lawns shall be frequently mowed and trees and shrubs shall be frequently trimmed to prevent blocking of neighbor's views, especially when exiting driveways.

4. The block wall surrounding the Park is not to be painted, covered with vines or other adornment.
5. **Due to extensive underground facilities, digging in excess of 12 inches MUST have POC review and approval.**
6. In the event a resident fails to maintain their home site as provided in the guidelines or the residency documents of the Park, management will give written notice to the resident, requiring clean-up within 30 days. As per section X. A.4 and B.1, if the work is not done in a timely manner, fines and sanctions will be implemented accordingly.

V. GENERAL MOBILE HOME AND SITE GUIDELINES

A. Storage

1. Only outdoor patio furniture may be used on the patio, porch, yard or other portions of the home site.
2. Storage of anything around the home site which is unsightly in appearance is prohibited. This includes, but is not limited to, storage of boxes, pipe, bottles, cleaning supplies and paint cans. Storage on top of storage cabinets is prohibited.
3. Towels, rugs, wearing apparel, sleeping bags, mattresses or laundry of any type may not be hung anywhere outside the mobile home at any time.
4. Trash and Recycle containers **must** be stored at the rear of the carport and away from the street.
5. Carports are not to be used as a storage area. If storage is needed, an application for a storage cabinet must be submitted to the POC for approval.

B. Utility Pedestals

Utility pedestals (meter and hook-ups) must not be locked and must be accessible at all times with at least two (2) feet of clearance on all sides.

C. Dangerous Materials

Anything which creates a significant threat to health and safety shall not be permitted on the home site.

No flammable, combustible, or explosive fluid, material, chemical or substances, except ones customarily used for normal household purposes, may be stored on the home site and then only in quantities reasonably necessary for normal household purposes.

D. Signs

FOR SALE and OPEN HOUSE signs (not to exceed 24 inches in width and 36 inches in height) may be displayed in the window; on the side facing the street; or in front of the mobile home. **Signs posted in front of the mobile home may be of an "H"- frame, "A" frame, or "L" frame, or generally accepted yard-arm design with the sign face**

perpendicular to, but not protruding into the street. California Civil Code sections 798.51, 798.70, 798.81, and 799.1.5 set forth guidelines and restrictions for all such signs, including political ones. (Updated 6/8/24)

E. Antennas

Televisions antennas are not permitted in the Park. No new HAM, CB or other radio antennas are permitted.

F. Satellite Dishes

Satellite dishes are permitted if installed and maintained in accordance with these rules.

1. Installation of these dishes must be done by a qualified professional and must be located on the resident's mobile home but not on the roof, the front of the coach, or the front half of the side fascia.
2. Resident shall be liable for any injury or damage to persons or property caused by the installation or use of a satellite dish.

G. Damage & Maintenance

1. If any portions of the exterior of the mobile home or its accessory equipment, structures, or appliances are damaged, the damage must be repaired or replaced within sixty (60) days. This also includes, but is not limited to, damage to the siding, awning supports, downspouts, skirting, porch or storage cabinets.
2. Rain gutters must be cleared of plant growth at all times.

H. Driveway

All driveways shall be kept clean and maintained free of oil and all other sticky or oily substances and maintenance shall be resident's responsibility.

I. Trash

1. Trash pickup is made at each home site weekly on a scheduled day, and should not be placed at the curb until the evening before pick up.
2. Trash, recycle and yard waste containers **must be stored at the rear of the carport and away from the street.**
It is the responsibility of the resident to ensure trash bins are put away as soon as possible on the day of pickup.

J. Painting

1. Spray painting is generally prohibited except for small projects by use of a spray can. When such is used, it shall be the responsibility of the shareholder to ensure that no spray goes beyond the lot boundary onto any adjoining lot or property. Liability for damage or over spraying caused by such spray painting is the responsibility of the shareholder using or authorizing use of the spray can.
2. No spray painting of any kind, with or without a compressor or airless spray equipment shall be used for spraying the exterior of a mobile home, carport, skirting or other such large project.

K. Homeowner hours of “work” (see below, section VI, B.2, for Contractors)

Work that generates noise beyond their home may only be performed between the hours of 7AM & 7PM daily.

VI. GUIDELINES FOR “WORKERS”

A. House or Pet Sitters

1. A House or Pet sitter agreement is available in the office (see Appendix). It **MUST** be filled out and signed by the shareholder and “sitter”, and returned to the office before “sitting” begins.
2. Sitting is limited to two (2) weeks by one (1) adult unless a change is approved by management. A House or Pet sitter is invited by the shareholder for a specific purpose and is not a “guest” of the shareholder.
3. No children, guests or additional pets may accompany the “sitter” and only one vehicle may be brought in. Park facilities (i.e. clubhouse, pool, spa) are not for the use of the “sitter”.

B. Contractors/Handymen

1. Workmen must dispose of green waste, construction or project debris, boxes, surplus paint, chemicals etc. outside the Park. **Park trash bins are not to be used.**
2. Work can be done **ONLY** between the hours of **7AM – 5PM Monday thru Saturday.**
3. All work shall be completed promptly and without delay and within a reasonable time limit.
4. Shareholders wishing to allow Contractors/Handymen to occupy their mobile home during construction and /or remodeling must request prior authorization from the POC and agree to the terms of the Housing Policy in the Appendix, (1-11-14)
5. A handout with guidelines for contractors/handyman is available in the office and in the Appendix. The resident should give a copy to each contractor/handyman.

C. Caregivers: CA Civil Code 799.9(b)

1. b. A senior homeowner who resides in the park that has implemented rules or regulations limiting residency based on age requirements for housing for older persons, pursuant to CA Civil Code Section 799.5, may share his or her mobile home with any person 18 years of age or older if this person is a parent, sibling, child, or grandchild of the senior homeowner and requires live-in health care, live-in supportive care, or supervision. Management shall not charge a fee for this parent, sibling, child, or grandchild but may require written confirmation from a licensed healthcare professional of the need for the care or supervision if the need is not readily apparent or already known to management. Unless otherwise agreed upon, the management shall not be required to manage, supervise, or provide for this person’s care during his or her stay in Park. That person shall have no rights of tenancy and shall comply with the rules and regulations of the park. As used in this subdivision, a “senior homeowner” means a homeowner or resident who is 55 years of age or older. (Revised 2/1/23)

2. The caregiver may only remain in the residence during overnight absences by the resident with prior approval of Park management.
3. A caregiver may not remain in the home upon the resident's death.
4. The caregiver may not use any Park facility unless assisting the resident with physical therapy. (9/9/23)
5. The caregiver may not bring guests, dependents, and/or pets with them.
6. Additional information is provided on the Caregiver Agreement form that is available in the Park Office.

VII. RECREATIONAL FACILITIES

A. General Guidelines

1. NO SMOKING is permitted in any area within the interior of the clubhouse or other Park facilities.
2. Recreation facilities are for the exclusive use of residents and their guests.
3. Hours for recreational facilities are posted at the respective facility.
4. Screaming, running and loud noises are not allowed in the Park.
5. **No children under 14 are allowed in the game room. Minors 14-18 must be accompanied by a shareholder or resident.**

B. Pool Guidelines

1. All persons must shower before using the pool or Spa. Persons under 18 are not allowed in the Spa. Children's swimming hours are posted and children and minors must be accompanied by an adult.
2. Swim fins are not permitted to be used while others are using the pool.
3. Only manufactured swimwear is permitted. No cutoffs or similar "homemade" swimwear is permitted.
4. All children in the pool area who are not "potty trained" must wear a diaper and plastic pants **and are not permitted in the pool.**
5. Persons using the pool must do so at their own risk. There are no lifeguards. The "Swimming Pool Release Agreement" (included in the Shareholder orientation packet and in the office) is incorporated herein by this reference.
6. Persons in swimming suits, wet or dry, are not allowed in the main hall of the clubhouse. Residents will wear a shirt or jacket at all times in the clubhouse and other park buildings. Footwear must be worn in all Park facilities.
7. Additional pool rules and hours are posted in the pool area and incorporated herein by this reference.
8. No glass containers are allowed in the pool area.

VIII. CLUBHOUSE FUNCTIONS

Meetings of shareholders or other corporate functions will take precedence over any other activities scheduled for the clubhouse and surrounding areas.

A. Shareholder Use of Clubhouse

1. Shareholders wishing to reserve the main hall of the clubhouse for private parties must apply by making arrangements with Management.

2. All functions in the clubhouse are for adults only, except when approved by Management.
3. The shareholder is responsible for reserving the clubhouse and **must be present at all times during the function.**
4. No commercial or business activity is allowed in the clubhouse by a shareholder.
5. More information is available from the Park Office for shareholders wishing to reserve the clubhouse for private functions.

IX. LAUNDRY AND CAR WASH FACILITIES

A. Laundry

1. Laundry hours are posted. Access is by use of Park key.
2. Dyeing may not be done in the washers. The laundry is to be left in a clean, neat and orderly condition.
3. Pet laundry may not be done in washers and pets may not be washed in the laundry tub.

B. Car Wash

1. The car wash is provided for residents use only. Please leave the area clean.
2. No washing of cars is permitted on streets or in driveways.

X. RENTS, FINES AND FEES

A. General

1. **RENTING, leasing or subleasing of a shareholder/resident's mobile home is STRICTLY FORBIDDEN.**
2. All fee's payable hereunder shall be paid by check or money order. If the fee is not paid by the 10th of the month, a late fee shall be charged. A handling fee **will be charged** for all checks returned by the bank. ***Such fees shall be charged according to the Park Fee Schedule then in effect. (1/11/14)***
3. ***When a share sale occurs, the documentation process for the transfer of ownership must be initiated with escrow, or if no escrow then within 10 days of the sale, accompanied by the required fee. All documents required from the purchaser must thereafter be completed and submitted within 60 days after the sale unless otherwise approved by the Board of Directors. Failure to submit all required documents within that time will result in additional fees and penalties according to the Park Fee Schedule. (1/11/14)***
4. Utilities
Each home site has its own gas and electric meters. The utilities are sub-metered and billed at the prevailing PUC rates. Charges for gas, electric, sewer, cable TV, water, trash, and RV storage, if applicable, or any other fees or fines will be included in the monthly statement.
5. Enforcement
Enforcement of these Rules and Regulations may include, at the discretion of the Board of Directors, any or all of the following: verbal warnings, warning letters, penalty fees, or fines such as listed in the Fine Schedule, Section X.B., or other more

severe penalties, including but not limited to restrictions on use of Park amenities, guest use, or other sanctions up to and including legal action to terminate the Shareholder's tenancy in the Park as prescribed in Section XV.

B. Fine Schedule

1. A copy of this fine schedule will be included with each "Notice of Violation" that is presented to a shareholder. They are as follows:

First Notice: A warning letter/violation notice, with a request to correct the violation(s) within a specified period of time (or there will be implementation of fines).

Second Notice: [regarding the same uncorrected violation(s)]: a fine of \$50.00 will be levied, along with a second request to correct the violation within a specified period of time, or an additional fine of \$100.00 will be levied.

Third Notice: [regarding the same uncorrected violation(s)]: a fine of \$100.00 along with a letter stating that the work needing to be done will be performed by Park staff (if it is clean-up, landscape maintenance, etc.), and the homeowner will be charged accordingly. If major work is needed, i.e., building repairs, etc., a list of handymen/contractors in the area can be provided upon request.

Fourth Notice (same violation): Referral to the Park Attorney for Legal action.

The offending Member(s)/ Residents will be responsible for all associated attorney's fees/costs associated with the violation, which appear on the resident's monthly billing statements.

(6/8/24) (effective date Jan 2025)

***The same reoccurring violation will automatically follow the second and go to the third notice penalty.**

XI. GUESTS

A. General Guidelines

1. All overnight guests must sign the Park Office register and print it clearly.
2. A shareholder may allow only their adult children, adult grandchildren, adult siblings, parents, grandparents, and those who may accompany them, to use their mobile home as guests when the shareholder is not present. For the purposes of this rule, an "Adult" is specifically defined as being 21 years of age or older. (Revised 3/19/19)
3. Resident agrees to acquaint all guests with the Park's Rules and Regulations. The resident is personally responsible for all the actions and conduct of his or her guests and is liable for any damage to any property within the Park caused by or contributed to by their guests.

4. No "guests" shall be allowed to stay longer than two (2) weeks without Management approval. *(A homeowner shall not be charged a fee for a guest who does not stay with the homeowner for more than 20 consecutive days. A guest staying more than twenty days will be notified that they are within the thirty-day maximum for a calendar year per CA Civil Code (MRL) 798.34a.) (Revised 9/9/23)*
5. Minors and children are considered Guests. The above rule governs their stay.
6. Management reserves the right to determine whether the Park's recreation and other facilities can accommodate all the residents and their guests.
(Revised 8/22/23)

XII. VEHICLES, TRAFFIC, PARKING, AND BICYCLES, etc.

A. Vehicles

1. Only passenger **vehicles** may be parked on the resident's home site.
2. **No inoperable vehicle** may be "stored" on the home site.
3. Only minor repairs necessary to move a vehicle will be permitted in driveways, carports, or streets.
4. Vehicles dripping oil or gas **MUST** be repaired immediately or be removed from the Park.

B. Traffic

1. The speed limit within the Park is **10MPH**. All vehicles, including golf carts, GEM cars etc. are to be driven by **LICENSED DRIVERS ONLY**. Pedestrians and bicycle traffic have the right of way at all times.
2. Motorcycles, motor scooters, mini-bikes, mopeds or other two or three wheeled motorized vehicles must be equipped with mufflers or other necessary noise suppressing device.
3. Children and minors are not permitted to ride motorized gas scooters or electric scooters in the Park.
4. No dirt bikes or loud off-road vehicles are permitted within the Park, except those contained upon their conveyance vehicle.

C. Parking

1. Parking is permitted only in designated areas (i.e. driveways or "guest" parking), not on landscaped or other areas of the home site.
2. Parking on the streets in the Park is not to exceed two (2) hours, unless permitted by Management for a particular function. **The Park may tow any vehicle exceeding the two (2) hour posted parking limit without further notice.** No overnight parking is allowed on the streets. (6/8/24)
3. No overnight occupancy of an RV of any type is permitted.
4. A limited number of parking spaces are available for RVs and extra vehicles, which are available on a first come first served basis. An additional fee is imposed on residents or guests using these spaces and must be arranged for in advance with Management.

5. No parking of recreational vehicles, trailers, trucks (other than pickup trucks) or boats is permitted on driveways or guest parking areas without Management permission.
6. Management reserves the right to restrict the number of guests bringing vehicles into the Park.

D. Bicycles, Skateboards, etc.

1. Bicycles may only be ridden on roadways and must obey the same traffic regulations as vehicles. **All children and minors must wear helmets.**
2. If bicycles are to be ridden at night or at dusk, the bicycle must be equipped with a light on the front and a reflector on the rear. **Children and minors are PROHIBITED from riding after dark.**
3. Children must be supervised by an adult at all times.
4. Skateboarding, ball playing of any kind in the streets, rollerblading, scooters or skating are not permitted in the Park.

XIII. PET RULES AND REGULATIONS

General

1. Residents are allowed a maximum of two pets (dog and/or cats).
2. **All pets living in the Park must be registered with the office, licensed and up to date on all vaccinations.**
3. Pets must be confined to the resident's home site and **may not be walked in the Park.**
4. Under no circumstances are pets to invade the privacy of other home sites, flower beds, shrubs, etc.
5. Pets should be taken off the premises when exercising. If your pet is allowed to exercise in your yard, all droppings **must** be picked up, wrapped in paper or plastic, and placed in the trash **immediately.**
6. If your pet regularly causes a disturbance such as excessive barking, snarling, growling, etc. a fine may be imposed.
7. Pets are not permitted in the Park Office, Clubhouse or any recreational areas.
8. Additional guidelines entitled "Pets and Pet Registration" (see Appendix) are included in the "New Shareholder" packet and are available in the Park Office

XIV. RULES OF CONDUCT

General

1. Actions by any person of any nature which may be dangerous or may create a health and/or safety problem or disturb others are not permitted.
 - a. This includes, but is not limited to, any unusual disturbing or excessive noise, immoral or illegal conduct, profanity, or abusive language or conduct.
 - b. The use or display of any weapon, including, but not limited to, bow and arrow, bb guns, knives, firearms or fireworks is expressly forbidden.

- c. Persons under the influence of alcohol or illegal substance shall not be permitted in any area of the Park.
- 2. Radios, televisions, record players, musical instruments and other devices must be used so as not to disturb others. No new "Ham" or "CB" radios or other transmitters are permitted.
- 3. Persons shall not encroach or trespass on any resident's home site or on any area which is not open for general use by resident's and their guests.
- 4. **No outdoor wood burning devices are permitted to be used.**
- 5. Children and minors who visit shall not be allowed to play in the street, on other resident's property, or vacant homes sites. Children must always be under the supervision of an adult.
- 6. Children may use the shuffleboard court **ONLY under the supervision of an adult.**
- 7. Children (under 14) may not use the billiard room. Minors (14 - 18) may use the billiard room under the supervision of a **SHAREHOLDER.**
- 8. No business shall be conducted from resident's home which generates traffic.
- 9. Individual garage sales, yard sales, etc., are not allowed except:
 - a. When a shareholder/resident is permanently vacating the home site and Park and is either preparing to sell or is in the process of selling, or when a shareholder's residency in the Park is terminated due to death.

In such cases, a one-time estate or moving sale will be allowed over one (1) weekend upon request to and approval of Management. Such sales will require posting of notices of Park approval as provided by the office and may require a letter of intent with a time frame for listing the property for sale. (3/14/15)
- 10. The violation of any law or ordinance of the city, county, state or federal government will not be tolerated.

XV. BREACH BY SHAREHOLDER OR RESIDENT

A. Circumstances considered a Breach

- 1. Failure of the Resident or Resident's mobile home to comply with a local ordinance, state law, these rules, or any adopted regulations relating to their occupancy of a mobile home space in the Park within a reasonable time after the Shareholder and/or Resident receives a notice of noncompliance from Park Management or appropriate governmental agency.
- 2. Conduct by the shareholder and/or Resident, or other occupant of the Resident's Home, upon the Park or other residents, which constitutes a substantial annoyance to other Residents of the Park after notice of noncompliance from Park Management.
- 3. Conviction of the Shareholder and/or Resident, or other occupant of the Resident's mobile home, for prostitution or a felony controlled substance offense if the act resulting in the conviction was committed anywhere in the Park including, but not limited to, within the Resident's Home; provided, however, the occupancy may not be terminated for the reason specified in this subsection if the person convicted of

the offense has permanently vacated and does not subsequently reoccupy the mobile home.

4. Failure of any Shareholder and/or Resident to pay any required fees pursuant to these Rules and Regulations or the Governing Documents of the Corporation, provided that the amount due has been unpaid for a period of at least thirty (30) days from its due date.
5. Violation of these rules and regulations or any other provisions of the Governing Documents for the Corporation after notice of noncompliance from the Corporation.

B. Effect of Breach

1. If the Shareholder and/or Resident is determined to be in breach, the Corporation shall have the right to terminate the Shareholder's and/or Resident's occupancy right in the Park and/or tenancy in the Park.
2. The Shareholder and /or Resident shall receive a thirty (30) day prior written notice of the termination stating the reasons for the termination and a timely opportunity to be heard on the matter of the termination at least five (5) days before the effective date of the termination. The hearing shall be conducted at the principal office of the Corporation or such other locations as the Board of Directors deem appropriate. The hearing shall be conducted by a quorum of the Board of Directors. The Directors conducting the hearing shall present the reasons for the termination and allow the Shareholder and/or Resident an opportunity to be heard. The Directors conducting the hearing shall conduct the hearing in good faith and in a fair and reasonable manner.
3. If the termination is confirmed by Board resolution after the hearing, the Corporation shall give written notice to the Shareholder and/or Resident in the manner prescribed in California Civil Code § 1162 to either sell his or her mobile home and share certificate if the Shareholder and /or Resident wishes for the mobile home to remain in the Park in a reasonable amount of time, or to remove the Shareholder's and/or Resident's mobile home from the Park within a period of not less than sixty (60) days and forfeiture of his or her share certificate to any future Shareholder granted an occupancy right to defaulting Shareholder's vacated space in the Park.
4. If the Corporation sells a Shareholder's share certificate as the result of default, termination, and/or forfeiture election by the Shareholder and or Resident, the Shareholder and /or Resident shall be entitled the proceeds of such sale, less than the following amounts. The determination of such amounts by the Corporation to be conclusive:
 - a. Any amount due to the Corporation from the Resident under these rules and regulations or Governing Documents;

- b. The cost or estimated cost of all deferred maintenance, repairs, and replacements deemed necessary by the Corporation to place the space in suitable condition for another occupant; and
- c. Legal and other expenses incurred by the Corporation in connection with the default of such Shareholder and/or Resident and the resale of his or her share certificate.

XVI. DEATH OF A SHAREHOLDER or RESIDENT

A. Shareholder

In the event of the death of a Shareholder, all fines and/or fees due to the PBMHP must be paid in full prior to the issuance of a new share certificate. ***Heirs/executors must initiate title transfer or name changes within 90 days of the death of a Shareholder. Unless otherwise approved by the Board of Directors, failure to begin the process within this time frame will result in additional fees and penalties according to the Park Fee Schedule.*** Heirs will not be permitted to occupy the site (except for maintaining the property), until all fines and/or fees are paid in full, and the transfer process has been initiated. Sale or transfer of the share cannot occur until all fees have been paid. (1/11/14)

B. Renter/Resident

Upon the death of a renter (who owns the mobile home), the heirs must either purchase a share in the PBMHP corporation, if one is offered, or arrange to remove the mobile home from the site within 90 days. The Corporation is under no obligation to offer or to sell a share to heirs. Fees (for daily storage) must continue to be paid during this time. All fees, rents and/or fines incurred by the renter must be paid in full before any share purchase can take place. The rental agreement expires upon the death of the renter, and heirs are not permitted to stay in the home unless a share has been purchased.

A letter will be sent to the heirs informing them of the Park policy and the age requirement for owning a share. Heirs will be given 90 days to comply.

XVII. RIGHT OF ENTRY

Management shall have a right of entry to the home site for maintenance of utilities and maintenance of the premises in accordance with these Rules and Regulations. The home owner shall receive notice in advance in non-emergency situations.

XVIII. APPROVALS

No agreement made by Management shall be binding unless made in writing and signed by both parties. Any modifications, changes or additions to existing structures or mobile homes require review and approval of the POC. (Park Operations Committee).

Management reserves the right to change, add to, or delete any of these Guidelines whenever necessary.

Residents will be notified in accordance with the California Civil Codes Adopted by the Board of Directors, Pismo Beach Mobile Home Park, Inc. on the 14th day of JUNE 2013, and includes all changes and additions approved by the Board of Directors as of September 9, 2023. This update supersedes all previous additions.

Signed: _____
Donny Martin, President of the Board
Pismo Beach Mobile Home Park, Inc.

APPENDIX

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All the above forms may be copied and should be handed out to individuals to whom they apply, or the homeowner may pick an additional one up in the office for handing out

PISMO BEACH MOBILE HOME PARK

Phone # office: (805)773-4645 / weekend (805) 710-4584

Basic Rules of Conduct for Residents & Guests

1. Vehicle speed limit is **10 MPH** at all times. *All* vehicles, including Golf carts, GEM cars, etc., are to be driven **ONLY** by **licensed drivers**.
2. Overnight guests are to register in the Office.
3. No smoking is permitted in any Park facility
4. No dog walking in the Park. Dogs must be driven or carried out to exercise.
5. Children are to be supervised by an adult **AT ALL TIMES**.
6. Bicycle riding is permitted only on roadways. It is not permitted in or around the clubhouse area, on the greenbelt or on sidewalks. All rules of the road are to be observed.
7. Children and minor bicycle riders (under 18) **MUST** wear a helmet, and **MAY NOT** ride after dark.
8. Skateboarding, ball playing in the streets, rollerblading, scooters or skating are not allowed in the Park.
9. Children (under 14) may not use the shuffleboard courts without the supervision of an adult.
10. Children (under 14) may not use the billiard room. Minors (14-18) may use the billiard room under the supervision of a shareholder.
11. No overnight parking is allowed on the streets, and daytime parking is limited to 2 hours. Guest parking areas are available around the Park.
12. Footwear must be worn in all Park facilities. A shirt or jacket must be worn while in the clubhouse.

POOL USE

1. Hours for children (under 14) are from 10 A.M. to closing **with an adult**.
2. Minors (14-18) may use the pool at any time **with an adult**.
3. No swim fins are allowed while others are using the pool
4. Children who are not "potty" trained **are not allowed** in the pool. While in the pool area, they must wear a diaper and plastic pants.
5. Persons in swimsuits, wet or dry, are not allowed in the main hall of the clubhouse.
6. Children & minors (under 18) **are not allowed** to use the Spa.
7. No glass containers are allowed in the pool area.

Additional information for use is available at the various sites within the Park. A complete set of Rules is available from the Park Office.

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PISMO BEACH MOBILE HOME PARK

Contractor & Handyman (C&H) Regulations

Residents: Please provide a copy of these Regulations to each Contractor or Handyman who is working on your property. They will be expected to abide by them.

1. All Contractors/handyman or individual workers **MUST** stop at the Park office before beginning any work in the Park and inform Management of the work to be performed, and the space number.

2. If a question exists regarding what is allowed, the homeowner is responsible for complying with the Rules & Regulations of the Park and/or contacting the POC for clarification.

3. Hours of work: 7AM-5PM, Monday through Saturday. No work on Sunday.

No minors, children or pets are to accompany workers into the Park while work is being done.

4. If a minor child (under the age of 16) works for the C&H, a Certificate of Workman's Compensation and a Permit to Employ and Work MUST be on file in the Corporate Office before the minor starts to work at PBMHP.

5. C & H are responsible for disposal (outside of the Park) of garden refuse, surplus materials, paint, construction debris, chemicals etc., resulting from work done at a residence. **Park trash receptacles may not be used.**

6. Once begun, all work shall be completed promptly and without delay, unless permission for delay (in writing) is given by the Board of Directors.

7. Noise levels from radios must be kept at a moderate level.

8. No obnoxious behavior or offensive language is permitted in the Park.

9. Trespassing through other home sites is prohibited. If necessary, make arrangements with the affected neighbor.

10. Exterior spray painting is prohibited.

PISMO BEACH MOBILE HOME PARK
PETS & Pet Registration

1. A maximum of two (2) pets (dogs and/or cats) is permitted.
2. All pets living in the Park MUST be registered with the office, licensed and up-to-date on all vaccinations. All city and county requirements must be met.
3. Pets must be confined to the resident's home site and may not be walked in the Park. They must be driven or carried out of the Park for exercise.
4. If pets are allowed to exercise in your yard, all droppings must be picked up IMMEDIATELY and placed in the trash.
5. Under no circumstances are pets to invade the privacy of other home sites, flower beds, shrubs, etc.
6. If your pet regularly causes a disturbance such as excessive barking, snarling, growling, etc., a fine may be imposed.
7. Pets are not permitted in the Clubhouse, pool area or any recreational area.

As responsible pet owners, you are encouraged to spay or neuter your animals. However, in the event of offspring, the Park Management must be notified and written permission obtained for the offspring to stay in the Park for a period no longer than 2 months.

PET REGISTRATION:

Resident: _____ Space # _____

Name of Pet _____

Type-circle one: dog or cat Breed _____

Approximate weight _____ Color _____ Age _____

License # _____ Date of vaccinations _____

I understand that permission is granted only for the pet listed above, and that an additional form is required for a replacement pet or a 2nd pet.

Signature or resident: _____ Date _____

HOUSE & PET SITTER Agreement & Rules

Resident: This form must be filled out and personally turned into the office by them, before "sitting" begins.

"Sitting" is limited to 2 weeks by one (1) adult unless a change is approved by Management.

A sitter:

1. May not use any Park facilities (clubhouse, pool, spa).
2. May not bring a pet, a dependent or a guest with them.
3. May bring only one (1) vehicle with them & observe the rules for parking.
4. Must observe all Pet Rules:
 - No walking of animals in the Park
 - No pets in the Park buildings
 - Any droppings on resident's property must be cleaned up immediately
 - Excessive barking, growling, snarling will not be tolerated
 - Pets must be taken off the premises for exercise.
5. Must observe all Park Rules while "sitting."

I have read and received a copy of this "Agreement and Rules" and understand that I am bound by the Rules and Regulations of PBMHP. I further understand that any infraction could result in my immediate removal from the Park.

"Sitter "signature _____ Date _____
Age _____

Resident signature _____ Space# _____

Dates of "Sitting "From: _____ to: _____

Approved by: _____ Date _____

Live-In Caregiver Agreement

Phone # office: (805)773-4645 / weekend (805) 710-4584

I _____ understand that I shall reside with _____ within the Pismo Beach Mobile Home Park, in space # _____ in the capacity of a Caregiver. I also understand, that in keeping with the Rules & Regulations of the PBMHP, I am not entitled to:

1. Use the Park facilities unless accompanying the shareholder with physical therapy. Initial _____
2. Remain in the residence during overnight absences by the resident without prior approval of Park Management. Initial _____
3. Remain in the home upon the death of the resident. Initial _____
4. The caregiver may not have guests, dependents, and/or pets. Initial _____

The original and subsequent renewals by the live-in caregiver establishing the need for live-in care must be on file in the Park office. A new caregiver agreement must be signed by the resident and caregiver in the presence of Park Management prior to the beginning of each one (1) year period. If not, the caregiver cannot continue as the provider and must vacate the residence.

I also understand I must abide by all the Rules and Regulations of the Pismo Beach Mobile Home Park and the California Civil Code (799.9) (b) Mobile Home Residency Law. Any violations of the Park rules may result in my immediate removal from the Park.

I understand this agreement is for a period not to exceed one (1) year, beginning on:

_____ thru _____

(Print name of Caregiver)

(Signature of Caregiver)

(date)

(Print name of Park resident or person with Power of Attorney for Healthcare)

(Relationship to resident)

(Signature of resident or POA for Healthcare)

(date)

(Signature of Park Management - as witness)

(date)

(Signature of resident or POA for Healthcare)

(date)

(Signature of Park Management - as witnessed)

(date)

SHAREHOLDERS REQUEST FOR CONTRACTOR TEMPORARY HOUSING

To: Pismo Beach Mobile Home Park

Board of Directors

Park Operations Committee

RE: SPACE # _____

I am requesting authorization to allow temporary housing at my residence for my contractor/handyman during construction work at my home. I understand approval from the Park Operations Committee is required prior to commencing work. If approved, the contractor and myself will sign the required documents outlining the conditions.

The work will include:

The work is estimated to take approximately _____ weeks to complete.

Construction will start on ____/____/____ and will be completed by
____/____/____.

Contractor/Handyman information is as follows:

Business Name: _____

Name: _____

Address: _____

Business License # (If Applicable) _____

Daytime Phone: _____

After Hours Phone: _____

Thank you

Shareholder(s) _____

Date _____

PISMO BEACH MOBILE HOME PARK INC.

CONTRACTOR TEMPORARY HOUSING POLICY

1. EXISTING RULES REMAIN IN FORCE: Existing requirements of the PBMHP Rules and Regulations (June 14, 2013) Rule VI (B) (Page 13) and the related Appendix (page 27) regarding contractors/handyman shall remain in force.

2. CONTRACTOR TEMPORARY HOUSING PERMISSION: Shareholders must

REQUEST PERMISSION from the Park Operations Committee (POC) at least 15

days in advance to provide Contractor Temporary Housing. This must be in the form of a written letter and a copy of the letter must also be provided to the Board of Directors. The Shareholder's request for permission must include, at a minimum, the following information:

a. Project Description: A description of the construction project to be done at the

residence, i.e., kitchen remodel, interior plastering, painting, etc.

b. Start / Completion Dates: The proposed date that construction activities will start and the estimated completion date. (Contractors WILL NOT be allowed to be housed in the Park except during the construction period.)

c. Contractor's Information: The contractor's name, business name, address,

contractor's license number, if applicable, and phone number. (A cell phone number must also be provided for immediate contact by the Park if needed.)

3. CONTRACTOR TEMPORARY HOUSING LIMITATIONS: Shareholders may provide temporary housing to contractors in the home that is being re-modeled under the following conditions:

a. Park Rules: All contractors (housed and non-housed) MUST agree to abide by all Park Rules including Rule VI (B)

b. Construction Plans: Housed Contractors AND the Shareholder must provide the Park Operations Committee a construction plan detailing the start and completion date of the work (see #2 above).

c. Contractors may work on the interior and exterior of the residence between the hours of 7:00 AM and 5:00 PM Monday through Saturday. Housed Contractors may remain in the residence but may NOT work outside the residence on Sundays and Holidays.

d. Vehicles, trailers, tools and construction materials must be removed from the park or stored in the resident's driveway overnight.

CONTRACTOR TEMPORARY HOUSING POLICY

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b. Start / Completion Dates: The proposed date that construction activities will start and the estimated completion date. (Contractors WILL NOT be allowed to be housed in the Park except during the construction period.)

c. Contractor's Information: The contractor's name, business name, address, contractor's license number, if applicable, and phone number. (A cell phone number must also be provided for immediate contact by the Park if needed.)

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d. Vehicles, trailers, tools and construction materials must be removed from the park or stored in the resident's driveway overnight.

(Continued—Temporary Housing Policy)

4. MAXIMUM CONSTRUCTION PERIOD: Construction Periods are LIMITED TO 90 DAYS. The construction project must be completed within 90 days of the start-date.

5. CONSTRUCTION PERIOD EXTENSIONS: Shareholders/Contractors may request

ONLY ONE EXTENSION of the 90-day Construction Period. No contractor

construction project shall last more than 6 months from the start of construction, including requested extensions.

6. INSIDE CONSTRUCTION: Any work being conducted inside the residence may

continue no later than 10:00 PM and MUST NOT BE AUDIBLE at the property line of the nearest neighboring Shareholder residence after 5:00 PM.

7. OUTSIDE CONSTRUCTION: Any work being conducted outside the residence must be stopped no later than 5:00 PM, Monday through Saturday and MUST NOT cause construction dust or debris to extend beyond the space property line, nor may any contractor tool, implement or device be placed on a neighboring residence's property.

8. CONSTRUCTION DEBRIS: All construction debris must be disposed of offsite

(municipal dump, etc.). NO CONSTRUCTION DEBRIS MAY BE DISPOSED OF IN PARK BINS.

9. CONTRACTORS ARE NOT GUESTS: Contractors that are being temporarily housed by the Shareholder for the duration of an approved project are NOT considered "guests" in the Park. They are not allowed to use any Park facilities or amenities during their stay at the residence.

11. **PERIODIC INSPECTIONS:** Periodic inspections may be conducted by the POC to confirm that reasonable progress is being made on the project such that all work can be completed within the 90-day Construction Period. Should the POC believe the completion date is in jeopardy, the Shareholder will be contacted and required to meet with the contractor and POC to establish a revised completion date that is permitted within this Policy.

SHAREHOLDER AND CONTRACTOR ACKNOWLEDGMENT

SHAREHOLDER ACKNOWLEDGMENT:

I / WE, being the legal Shareholders of the residence located at SPACE #____, have read and understand the terms and conditions of the PBMHP Contractor Housing Policy and agree to abide by and follow the Policy including all applicable Park Rules and Regulations.

Furthermore, I / WE agree to be fully and completely responsible for the actions and activities of the Contractor(s) named herein for the duration of all construction activities. We agree to:

1. Allow said Contractors the use of our residence during the stated construction period;
2. Allow periodic inspection of the progress being made by said Contractor(s) by a representative of the PBMHP POC; and
3. Halt all work being done by the Contractor(s) and remove them from Park premises should any violation of this Policy or Park Rules and Regulations occur during the course of completing the project.

Signed: _____

Date: _____

CONTRACTOR ACKNOWLEDGEMENT:

I / WE, being the above Shareholder's Contractor, have read and understand the terms and conditions of the PBMHP Contractor Housing Policy and agree to abide by and follow the Policy including all applicable Park Rules and Regulations.

Signed: _____

Date: _____

Name(s): _____

Contractor's Business Name: _____

Contractor's Address: _____

Contractor's Business License (If Applicable) _____

Contractor's Daytime Phone: _____

Contractor's After Hours Phone: _____

APPROVED BY POC:

Signed: _____

Date: _____