

RULES AND REGULATIONS FOR RECREATIONAL VEHICLE TENANTS/RESIDENTS

1. INTRODUCTION.

Our Rules and Regulations have been developed as a basis for good relations within The Redwoods RV Resort, LLC (the "Owner"). Because ours is a family Park, it has unique conditions which must be recognized and dealt with in a fair and reasonable manner and applied and complied with on an impartial basis. The spirit behind these guidelines is in the Golden Rule: "Do unto others as you would have others do unto you." We trust we will have your complete cooperation not only to keep park standards high and to maintain a happy and friendly atmosphere, but also to assure each Tenant/Resident a maximum of convenience and comfort.

The following Rules and Regulations are a part of your Rental Agreement. Please read the Rules and Regulations carefully and keep them on file as they constitute a binding agreement between you and the Owner. The management will interpret and enforce these Rules and Regulations in a reasonable manner.

The Redwoods RV Resort is open to all persons regardless of their race, color, religion, sex, national origin or handicap status.

2. DEFINITIONS.

The definitions set forth below shall apply unless the context indicates that a different meaning is intended:

A. "Park" means the recreation vehicle park, The Redwoods RV Resort, located at 6701 Highway 101 North, Crescent City, California 95531.

B. "Owner" means the Owners of the Park (including the Owner's partners, directors, representatives, officers, employees, and agents) and the management of the Park.

C. "Tenant/Resident" is the owner of the recreation vehicle or other person who lawfully occupies a recreation vehicle in the Park. A prospective tenant/resident or those persons listed on the last page of the Rental Agreement as "Tenant/Resident" who have been approved for tenancy by the Park shall be deemed a "Tenant/Resident".

D. "Guest" includes all of Tenant's/Resident's invitees or other persons in the Park at the invitation, request or tolerance of Tenant/Resident.

E. "Park Facilities" means those services and facilities of the Park generally available to Tenants/Residents and their Guest.

F. "Site" means the real property rented to Tenant/Resident by Owner. The boundaries of the real property rented to Tenant/Resident shall be the lesser of either:

(1) The lot lines as determined by a governmentally approved survey or by a recorded plot plan or;

(2) The apparent physical boundaries of the Site as they exist at the time the Rental Agreement is/was entered into. Regarding maintenance of the Site, Tenant/Resident shall be responsible for the greater area as defined by this paragraph.

G. "Owner's Approval" or "Approval of Owner", "Owner's Consent" or "Consent of Owner" or other similar terms as used in this Agreement means that the Owner's prior written approval must have been obtained by Tenant/Resident before Tenant/Resident commences any such action requiring Owner's approval. If Owner's prior written approval is required, Tenant/Resident shall submit a written request to Owner which describes the action Tenant/Resident proposes to take and requests Owner to give prior written approval.

3. PARK PERSONNEL.

Owner shall be represented by a Park Manager who is vested with all the legal right and authority to enforce the Rules and Regulations on behalf of Owner. Any reference herein to the term Owner shall include and may be interchanged with the term Park Manager and Owner's partners, directors, representatives, officers, employees, management companies and agents.

4. INTERPRETATION AND APPLICATION.

A. Reasonable and Lawful Interpretation and Application: It is our intention to interpret and apply all of these Rules and Regulations reasonably and lawfully. If, for any reason, any portion of these Rules and Regulations are unlawful, that is the result of an inadvertent mistake and the portion which is unlawful will be automatically deleted without further action on our part, but all of the remaining rules will remain in full force and effect.

B. Conflicts: If any of these rules are in direct conflict with the terms of any rental signed by an individual tenant/resident and us, the terms of the rental agreement will prevail with regard to that tenant/resident until the original term of the rental ends.

C. Effect of Revised Rules: Some portions of these Rules and Regulations are the same as the Rules and Regulations which are already in effect and applicable to you and your guest. Therefore, they will remain in effect just as they now are and their present affectivity is not affected by their being reissued in these revised Rules and Regulations. Any prior Rules and Regulations which, because of a change in the law, are no longer enforceable are changed immediately to the extent required to conform with the law.

5. GUESTS.

A. All Guests must register with the Owner if they stay with Tenant/Resident more than a total of twenty (20) consecutive days or a total of thirty (30) days in a calendar year (hereinafter "grace period"). If any Guest stays beyond the grace period, Tenant/Resident will be charged a Guest fee of \$35.00 per guest for each month following the expiration of such grace period. The additional charge shall be due and payable on the day after the expiration of such grace period and shall thereafter be due on a monthly basis, paid in advance. For emergency reasons, Tenant/Resident is required to register any overnight Guest with the Park Manager. The number of Guests shall be limited to one (1) per Site.

B. Tenant/Resident agrees to acquaint their Guest with the conditions of tenancy of the Park, including, but not limited to the Park's Rules and Regulations. Tenant/Resident is personally responsible for all the actions and conducts of his or her Guest, including, but not limited to, any damage caused by his/her guest, any injury he/she or his guest might sustain or any injury caused to another.

C. Owner reserves the right to make a reasonable determination whether the Park's recreational and other facilities can accommodate all Tenants/Residents and their Guest and, therefore, Owner may refuse any Guest access to said facilities if the Guest's presence would reasonably detract from the use and enjoyment of these facilities by other Tenants/Residents and Guest who are then using the facilities.

D. A Guest is permitted to use the recreational facilities only while accompanied by a Tenant/Resident. However, the „Guest limit“ of one (1) shall not apply when renting the clubhouse and the number of Guests shall be limited to the “occupancy limit” posted in the clubhouse.

E. If Tenant/Resident will not be present, then no Guest may occupy or otherwise use Tenant's/Resident's recreation vehicle without Owner's written consent. If a Guest has received approval by Owner, such Guest may be permitted to occupy the Tenants'/Residents' recreation vehicle and to use the recreational facilities.

6. RECREATION VEHICLE SUBLETTING.

Subleasing of any recreation vehicle is absolutely prohibited. It is the intent of Owner that the Tenant/Resident of a Site be the registered owner of the recreation vehicle occupying the space. Any exceptions must have prior written consent of Owner. Owner will consider each request on a case by case basis. No Tenant/Resident should construe consent as to one Tenant/Resident a waiver of the general prohibition against subletting.

7. RESALE OF RECREATION VEHICLE.

Resale of recreation vehicle is prohibited at the park.

8. RECRATION VEHICLE STANDARDS.

Tenant/Resident hereby agrees to comply with and maintain all recreation vehicle standards, standards for accessory equipment and structures as set forth below. Tenant's/Resident's failure to comply with and maintain all recreation vehicle standards shall entitle Owner to serve a Thirty Day Termination of Tenancy Notice, California Civil Code, Sections 799.66.

A. Recreation Vehicle: To insure that the recreation vehicle is in good and sound condition, all incoming recreation vehicles must be approved by Management. All items set forth in this Section 8 are subject to the notice and consent requirements of these Rules and Regulations.

B. Recreation Vehicle Sizes: All recreation vehicles in the Park shall conform in size to the requirements of the lot on which they are placed as established by Owner and the California building codes, Title 25, and/or the City of Oakhurst.

9. CONDITIONS OF RECREATION VEHICLE RENTAL SITE.

A. Porches, Decks, Patios, Skirting, Carports, Exterior Storage Buildings and Fences are prohibited in the park.

B. Landscaping, Decorating and Flagpoles: Changes to existing landscaping are prohibited. Statuary and other forms of decorating will be permitted only if items are not offensive and the item is removed when you vacate the Site. Permanent flagpoles are not permitted. Only small flagpoles, which are four feet in length or less and are designed to be mounted on the recreation vehicle, are permitted.

C. Prohibited Materials: Shades, screens, blinds, or similar items which are made of bamboo, rattan, or other material of similar appearance shall not be located outside of the Recreation Vehicle.

D. Recreation Vehicle: All recreation vehicles coming into the Park for the first time must meet the following requirements:

- (1) Only recreation vehicle which are in good condition and approved by owner in advance are permitted.
- (2) Recreation vehicle must be legally registered and mechanically operable.
- (3) The recreation vehicle may not require more electrical service than is available at the Site.

10. GENERAL MAINTENANCE OF SITE.

A. Storage: Storage of anything behind or on the outside of the recreation vehicle is prohibited. This includes any item which is unsightly in appearance.

(1) Only outdoor patio furniture and portable barbecues may be used on the site.

(2) No towels, rugs, wearing apparel, or laundry of any description may be hung outside of the recreation vehicle at any time.

B. Dangerous Materials: Anything which creates a threat to health and safety shall not be permitted on the site. No flammable, combustible, or explosive fluid, material, chemical, or substance (except those customarily used for normal household purposes which shall be properly stored within the recreation vehicle may be stored on the site and then only in quantities reasonably necessary for normal household purposes.

C. Site Maintenance, Garbage and Trash Disposal: Site shall be kept free of trash, weeds and debris at all times. Debris is to be burnt, as permitted, in your established fire ring and disposed of in a designated area. Garbage and trash must be wrapped and placed in the trash container provided. "Scavenging" or rummaging, through the trash bins is not allowed. Trash bins are not to be used for disposal of such items as mattresses, paints, tires, furniture, appliances, vehicle parts, batteries, hazardous waste, rocks, concrete, construction materials, or other similar items. Additionally, materials used in Tenant's/Resident's daily business outside the Park, such as carpentry, roofing, or gardening materials are expressly prohibited from being dumped into the Park's trash bins. If Tenant/Resident should hire an outside vendor to perform maintenance on Tenant's/Resident's recreation vehicle, vendor must be informed that the use of Park trash bins is prohibited.

D. Utility Pedestals: The utility pedestals must remain free of obstructions. If one of the Park's utility shut-off valves is located on Site, it must be kept uncovered and accessible at all times. Tenant/Resident shall not connect, except through existing electrical, sewer or water on the Site, any apparatus or device for the purposes of using electric current, sewer, or water.

E. Licenses: All recreation vehicles within the Park must have a current registration and insurance.

F. Enforcement: In the event the Tenant/Resident fails to comply with the requirements of this Section, Owner shall have all of the rights and remedies set forth in Section 12 of these Rules and Regulations.

11. USE OF FACILITIES.

Tenants/Residents and Guests have the right to use the Park facilities only if they comply with these Rules and Regulations of the Park. Persons twelve (12) years of age and under must be accompanied by an adult.

A. LAUNDRY FACILITIES.

(1) Laundry hours are posted. These facilities will be closed from time to time at Owner's discretion for cleaning and repairs.

(2) Washers and dryers are for apparel only. Camping supplies such as sleeping bags and other camping supplies are not allowed. Pet laundry may not be done in washers.

(3) Additional rules and regulations governing the use of the laundry and its facilities are posted and are incorporated herein by reference.

(4) Washing of dishes is not permitted in the laundry area.

(5) Smoking is prohibited in the laundry facilities.

B. RESTROOMS.

Your cooperation in keeping Park restrooms clean is requested. Smoking is prohibited in the restrooms. Washing of clothes and dishes is not permitted in restrooms.

C. RECREATIONAL FACILITIES.

(1) Hours for the recreational facilities and additional rules and regulations governing the use of the recreational facilities are posted in and about the facilities and are incorporated into these Rules and Regulations by reference.

(2) Persons under the age of twelve years of age must be accompanied by an adult at all times while using the recreational facilities.

(3) Unreasonably disturbing noise and conduct are not allowed in the recreational areas.

(4) Owner reserves the right to restrict smoking in any portion of the Park's facilities. Smoking is not permitted in and around the indoor recreational areas.

(5) If damage is done to the recreational facilities by Tenant/Resident or their guest, Tenant/Resident will be the responsible for repairs or replacement.

(6) A Tenant/Resident wishing to reserve the clubhouse for private parties, meetings or other functions may do so by a making reservation through the office. During such a scheduled event or party, the reserved clubhouse facilities will not be available to other Tenants/Residents or guest of the park. There will be fee of **\$50.00** for the use of the clubhouse; also, Tenant/Resident will be required to pay a **\$50.00** deposit. This deposit will be applied to the costs of any additional cleaning that may be necessary after the function or to any damage that may occur.

(7) Facilities may be closed from time to time for cleaning and maintenance.

E. PLAYGROUND.

(1) The playground facilities are provided for the use of Residents, their accompanying guests and other guest of the Park. Guests are not permitted in the playground unless accompanied by their Resident Host.

(2) All children must be supervised at all times while using the playground by a competent adult.

(3) Additional rules are posted in the playground area and are incorporated herein by this reference.

12. APPLICABILITY OF RULES AND REGULATIONS.

In the event there is a violation of these Rules and Regulations:

A. The Owner shall notify the Tenant/Resident of the violation by either hand delivering the notice to the Tenant/Resident or placing the notice in the United States mail via certified mail, return receipt requested. The failure by the Owner to provide such notice shall not constitute a waiver of any of the rights and remedies of the Owner under applicable law or of the provisions of these Rules and Regulations. The Owner shall have the right at any time once a Rules and Regulation violation occurs to provide such notice. Tenant/Resident shall not rely upon the Owner's failure to provide such notice in taking any action or not taking any action.

B. The Tenant/Resident shall either immediately cease the violation of the Rules and Regulations or provide Owner with a written explanation stating why the Tenant/Resident is not in violation of the Rules and Regulations. In the event such explanation is not delivered to Owner within three days of the sending of notice of the violation by the Owner, Tenant/Resident shall be deemed to have agreed that a violation has occurred.

C. The Owner shall have remedies of termination of the tenancy of the Tenant/Resident.

13. ENTRY UPON TENANT'S/RESIDENT'S SITE.

The Owner shall have a right of entry upon the Site for maintenance of utilities, for the protection of the Park at any reasonable time and the enforcement of any provision of these Rules and Regulations, but Owner may not do so in a manner or at a time which would interfere with the Tenant's/Resident's quiet enjoyment. Owner shall only enter the Site upon a weekday, between the hours of 9 a.m. and 5 p.m. Such entry shall not be deemed to interfere with the Tenant's/Resident's quiet enjoyment. The Owner may enter a recreation vehicle without the prior written consent of the Tenant/Resident in the case of an emergency or when the Tenant/Resident has abandoned the recreation vehicle.

14. PARKING.

A. Site will accommodate one recreation vehicle only and up to a total of one passenger car or other vehicle, two and three wheeled motorized so long as the vehicle does not extend into the roadway. All other vehicles must be parked in the guest parking or outside of the Park.

B. Parking is permitted only in designated areas unless otherwise posted or permitted by these Rules and Regulations. Parking is not permitted on vacant Site.

C. Inoperative or abandoned vehicles of any kind are strictly prohibited. The parking of an inoperative or abandoned vehicle for a period exceeding three days will authorize **The Redwoods RV Resort, LLC** to tow away any vehicle at the Owners expense, and specifically waive any injury or damage to the vehicle while it is towed.

D. All vehicles must be insured, legally registered and operable.

15. MOTOR VEHICLES AND BICYCLES.

A. The speed limit at the park is 5 M.P.H.; please drive slowly and carefully with-in the park. Children, adults and animals are at play.

B. No maintenance, repair or other work of any kind on any vehicle may be done on the Site without Owner's written consent. This includes, but is not limited to the changing of oil.

C. No vehicle leaking oil or other substances or fluids shall be allowed in the Park. Any vehicle dripping oil or gasoline must be repaired immediately.

D. Washing of RV, tents or vehicles is not permitted.

E. Vehicles are not permitted in the Park if they are not regularly maintained in normal operating condition and are not neat and clean in appearance.

F. For the safety of Park, Tenants/Residents and Guests, no vehicle may be driven in an unsafe manner. All traffic signs must be obeyed.

G. Bicycles and two and three wheel motorized vehicles must obey the same traffic regulations as cars. Bicycles and two and three wheel motorized vehicles riders must obey all applicable local, state and federal rules and regulations. Bicycles and two and three wheel motorized vehicles may only be driven on the roadways and not on grass, vacant or occupied sites. Bicycles must be equipped with a light on the front and a reflector in the rear and two and three wheel motorized vehicles must be equipped with a light on the front and back if driven at dusk or at night. No one under the age of sixteen years of age may operate an ATV within the park boundaries. California State law requires a helmet to be worn at all times.

16. CONDUCT.

A. Actions by any person of any nature which may be dangerous or may create a health and safety problem or disturb others are not permitted. This includes, but is not limited to any violation of any law, including, but not limited to violations of any infraction, misdemeanor or felony, any unusual, disturbing or excessive noise, intoxication, quarreling, threatening, fighting, immoral or illegal conduct, profanity, or rude, boisterous, objectionable or abusive language or conduct. The use or display of any weapon, including, but not limited to a bow and arrow, BB guns, knives, fireworks and guns are expressly forbidden. Persons under the influence of excessive alcohol or any other substance shall not be permitted in any area of the Park.

B. Tenants/Residents and their Guests must refrain from causing and/or creating unreasonably disturbing noise and/or activities. Tenants/Residents must acquaint all guests and occupants of the Recreation Vehicle with the Park's Rules and Regulations.

C. Tenants/Residents and their Guests shall not encroach or trespass on any site or upon any area which is not open for general use by Tenants/Residents and their Guests. All Park property which is not for the use of Tenants/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 Owner, shall not be used, tampered with or interfered with in any way by Tenant/Resident and/or their Guests.

D. Except for barbecues approved for use by Owner or fire rings, no fires are permitted.

E. The setting off of fireworks is expressly prohibited in the Park.

F. Garage sales, patio sales and/or moving sales are expressly prohibited.

G. The recreation vehicle or site shall be used only for private Residential purposes and no business or commercial activity of any nature shall be conducted thereon. This prohibition applies to any commercial or business activity, including, but not limited to any activity requiring the issuance of a business license or permit by any governmental agency.

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

17. MAIL.

A. Mail will be delivered to **The Redwoods RV Resort** at **6701 Highway 101 North, Crescent City, CA 95531**. Tenant/Resident may pick up mail or any other parcel deliveries during office hours.

18. RIGHTS OF OWNER.

The Park is private property and Owner reserves the right to refuse admittance to anyone, and to prevent trespassing at all times. Owner may amend these rules at any time with a written thirty day notice.

19. PETS.

A. Tenant/Resident shall be allowed to keep a pet at the Site. Owner reserves the right to deny you a pet if the proposed pet appears to present a threat to the health and safety or the general welfare of the Park or its guests.

B. Pets permitted in the Park are defined as house pets that spend its primary existence within the recreation vehicle. A pet is defined as one or two domesticated birds, one or two cats, one or two dogs.

(1) No aggressive dogs of any breed or size are allowed in the park.

(2) Non-house pets are prohibited under any circumstances. Strange and exotic pets are not permitted.

(3) Birds must be kept within the recreation vehicle and must be restricted to the type of birds generally kept as house pets such as parakeets, canaries, finches or parrots.

(4) Farm animals (chickens, etc.) are strictly prohibited.

(5) All pets must be fed inside the recreation vehicle. Outdoor feeding of any dogs, cats, birds, including stray or wild animals, is strictly prohibited.

C. If any of the rules regarding pets are violated, and such violation is noted by the Owner or a valid complaint is made by another Tenant/Resident or Guest, the Tenants/Residents owner of the pet will lose their right to keep a pet within the Park.

D. The following rules must be strictly followed by pet owners:

(1) Each pet must be inoculated and licensed in accordance with local law. All state and local laws will apply in the Park, including, but not limited to, leash laws.

(2) Pets must be on a leash when outside of the recreation vehicle. Pets may be walked on the Park roads provided that they are leashed and pet owners pick up any excrement deposited on the road or common areas of the Park by the pet. Do not allow your pet to trespass upon other Tenants/Residents or Guests Sites. Tenant/Resident pet owner is responsible for any damages caused by their pet. Pets running loose in the Park will be taken to, or reported to, Animal Control. Recurring violations of this rule will lead to the loss of the privilege to maintain a pet.

(3) Pets will not be allowed to cause any disturbance which might annoy neighbors, including, but not limited to, howling, barking, biting, scratching, or any other unusual noises or damage. Management may, with or without cause and in Management's sole and absolute discretion, notify a Tenant/Resident to immediately and permanently remove a pet from the Park if the pet exhibits any aggressive behavior including, but not limited to, biting, stalking, charging, chasing, attacking, or otherwise threatening to attack or harm someone. Under no condition are pets to invade the privacy of any other Tenant/Resident or Guests Site.

(4) No exterior housing for pets is permitted in the Park. This includes, but is not limited to, any type of confining barricade, cage, or structure.

(5) Tying of pets outside the recreation vehicle and/or leaving them unattended outside is prohibited.

E. If you and/or your pet do not comply fully with each of these rules, Owner may, in Owner's sole discretion, revoke approval of the pet and require that the pet be permanently removed from the Park. The pet may also be taken to the animal shelter or other similar facility.

20. ENVIRONMENTAL PROTECTION.

Anything which creates a threat to health and safety or threatens damage to property or which induces or harbors or may tend to induce or harbor offensive odors, infectious plant disease, and/or noxious insects and/or rodents or reptiles is strictly prohibited. No flammable, combustible, explosive or environmentally hazardous fluids, material, chemical or substance may be stored on the site (other than ones customarily used for normal household purposes, and then only in quantities necessary for household purposes). Additionally, you may not engage in any activity in the Park that causes an environmental hazard or violates any law relating to environmental protection, hazards and other similar laws. This includes, but is not limited to, changing the oil in any motor vehicle in any common area of the Park. Furthermore, you may not allow any environmentally hazardous substance, including, but not limited to, toxins, cleaning fluids, oil, grease or any substance defined as environmentally hazardous, to be placed on any surface area in the Park or disposed of in the Park, including, but not limited to, toilets, drains, trash receptacles, dumpsters, surface areas, the sewage disposal system or any other trash, garbage or disposal area in the Park. Such substances must be physically removed from the Park and disposed of elsewhere in compliance with the law.

21. PARK OFFICE HOURS, COMPLAINTS & EMERGENCIES.

Except in an emergency, please do not telephone or contact the Owner or Park Management after normal business hours. The Park's office phone is for business and emergency use only. Except for emergencies, all complaints must be in writing and signed by the person making the complaint and submitted to: **Park Manager**. Unless otherwise indicated, all business is conducted approximately during the office hours of **9:00 A.M.** to **1:00 P.M.** and **2:00 A.M.** to **6:00 P.M.** **Monday** through **Friday**.

22. REVISIONS OF RULES.

Owner reserves the right to add to, delete, amend, and revise these Rules and Regulations from time to time, as well as additional rules and regulations and hours posted in and about the recreational facilities. This set of Rules and Regulations supersedes all existing Rules and Regulations.

23. NO WAIVER OF DEFAULT OR OTHERWISE, SEVERABILITY AND INTEGRATION.

If you violate any of the Owner's Rules and Regulations, and Owner fails to exercise any of its rights under the Owner's Rules or under applicable laws, Owner's failure shall not waive or otherwise excuse that violation, or any other violation. If any term or provision of these Rules is invalid, or partially invalid, such invalidity shall not affect the validity of any other term or provision of these Rules. These are the Rules and Regulations of the Owner and, when effective,

these Rules supersede all previous Rules of the Owner and supersede all prior oral representations concerning these Rules (whether made by Owner or others), and cannot be amended except by a written notice of amendment to the Rules and Regulations. These Rules do not create any additional rights or remedies on behalf of Tenant/Resident but are intended to govern conduct in the Park and with respect to the use of Park facilities. These Rules also incorporate by reference other Rules concerning use of Park facilities which are currently posted throughout the common areas of the Park.

24. NOTICES

All notices to be delivered hereunder shall be deemed to be delivered either upon effecting personal delivery upon the person to receive the notice or upon placing the notice in the United States mail to the address of the Tenant/Resident.