

Kay Mar Way, Inc.

Resident Selection Protocol & Criteria

GENERAL

All applicants for housing will be screened according to the criteria set forth in this Resident Selection Protocol & Criteria. Kay Mar Way, Inc. will use a contractor to run credit and criminal background checks as well as registered sex offender report on all applicants. It will also check court records for evictions or judgments against the applicant. The purpose of these checks is to obtain information on the applicant's past history or meeting financial obligations and their future ability to make payments and to determine if the applicant has a criminal history which makes him/her ineligible to live at Kay Mar Way. This Resident Selection Protocol & Criteria has been established in compliance with Federal and State Laws.

Potential resident(s) **may be rejected** if they do not meet the criteria listed below. Lack of supporting documentation or lack of cooperation during the screening process is also grounds for disqualification. All of the following criteria, including circumstances that occur outside of the applicant's control, will be considered:

1. **AGE RESTRICTIONS:** Primary Resident must be **55** years of age or older.
2. **INCOME RESTRICTIONS:** Household annual income must not exceed the current program income limits. In 2025, the restrictions for the City of Santa Rosa are as follows:

City of Santa Rosa	1 Person	2 People	3 People	4 People
80% Limit	92300	105500	118700	131850

3. **OCCUPANCY STANDARDS:** In accordance with the following guideline, the household composition must be appropriate for the mobilehome size in which the household is applying.

Bedroom Size	Maximum Persons
1 - Bedroom	2
2 - Bedroom	4

4. **CREDIT REPORT:** If the credit report reflects more than five negative accounts (including collections or judgements), the potential resident may be disqualified. Proof of payment of outstanding utility accounts must be submitted prior to approval of applicant. Outstanding collection accounts for medical treatment may be excluded.
5. **EVICTION:** If the resident has been lawfully evicted within the last five years.
6. **CRIMINAL BACKGROUND:** See policy below.
7. **RENTAL HISTORY:** Negative rental history verifications received from previous landlord(s) within the last three years that indicate non-payment of rent, property damage including creating fire hazards, moving in persons that are not on the lease agreement, tenant eviction,

vandalism/or damage to unit and/or common areas, interference with the rights and quiet enjoyment of others.

8. ***FAILURE TO COMPLY:*** Failure to provide the appropriate information to qualify individual/family for an affordable housing space, failure to cooperate with the property manager or misrepresentation of any information related to eligibility may be reason for denial of an application.
9. ***CONDUCT/BEHAVIOR:*** Any applicant that acts aggressively towards management staff, is obviously impaired by alcohol or drugs, uses obscene or otherwise offensive language or makes derogatory or threatening remarks toward staff, will be automatically disqualified.

Kay Mar Way, Inc. may conduct additional verifications to determine the eligibility of the entire household. Being eligible is not an entitlement to Park Membership. Every applicant must meet the Resident Selection Protocol & Criteria.

CRIMINAL BACKGROUND POLICY

As a part of the final eligibility determination, management will screen each adult applicant to assess suitability for housing. It is the policy of management to deny admission to applicants whose habits and practices may reasonably be expected to have a detrimental effect on the operations of the project or on the quality of life for its residents or the community. Factors to be considered in the screening process include a history of violent or criminal behavior towards people or property and/or drug related activities. A conviction for drug related activities, criminal gang related activities, physical assault and/or harm to person(s), property destruction, ANY sexual related offense to another person(s) may be reason for denial of an application. We may also consider misdemeanor convictions that show a pattern of repeated, unlawful behavior that may have a detrimental effect on the property or disturb the peace and quiet enjoyment of the other residents.

FAIR HOUSING POLICY

Kay Mar Way complies with all applicable Fair Housing laws.

The Fair Housing Act prohibits discrimination in housing and housing related transactions based on race, color, religion, sex, national origin, disability, and familial status.

The State of California's Fair Employment and Housing Act specifically provides protection from harassment or discrimination in housing because of Race, Color, Religion (including religious dress and grooming practices), Sex (which includes pregnancy, childbirth, breastfeeding or medical conditions related to pregnancy, childbirth or breastfeeding) Gender, Gender Identity, Gender Expression, Sexual Orientation, Marital Status, National Origin, Ancestry, Familial Status, Source of Income, Disability, Genetic Information AND Prohibits discrimination and harassment in all aspects of housing including sales and rentals, evictions, terms and conditions, mortgage loans and insurance, and land use and zoning, Requires housing providers to make reasonable accommodation in rules and practices to permit persons with disabilities to use and enjoy a dwelling and to allow persons with disabilities to make reasonable modifications of the premises AND Prohibits retaliation against any person who has filed a complaint with the Department, participated in a Department investigation or opposed any activity prohibited by the Act.

REASONABLE ACCOMMODATION POLICY

Kay Mar Way is committed to complying with the Fair Housing Act and Section 504 of the Rehabilitation Act by ensuring that its policies and practices do not deny individuals with disabilities

the opportunity to participate in, or benefit from, nor otherwise discriminate against individuals with disabilities in connection with the operation of housing services or programs solely on the basis of such disabilities.

If an individual with a disability requests a reasonable accommodation or modification, the business agent will fulfill these requests, unless doing so would result in a fundamental alteration in the nature of the program or create an undue financial and administrative burden. In such a case, if possible, the business agent will offer an alternative solution that would not result in fundamental alteration of the program or a financial or administrative burden.

The business agent informs all applicants that, at any time, the applicant or a person acting on behalf of the applicant may make a request for reasonable accommodation or modification for an individual with a disability.

The business agent will provide a Reasonable Accommodation/Modification Request Form upon request. The Request Form will be provided in an equally effective format if requested by the applicant or a representative of the applicant.

An applicant may submit a request in writing, orally, or use another equally effective means of communication to request an accommodation or modification. Applicants may contact the business agent office for information about requests.

The business agent will reply to requests as quickly as possible, but no more than ten (10) business days from the receipt of the request unless the business agent explains the delay. Response may include, but is not limited to:

- Request Approval
- Request Denial
- Request for Additional Information or Verification of Need

The business agent will consent to or deny a request as quickly as possible. Unless the business agent explains the delay, the applicant will be notified of the decision to consent or deny within thirty (30) calendar days after receiving all necessary information and documentation from the applicant and/or appropriate verification sources. All decisions to grant or deny reasonable accommodations will be communicated in writing or, if required, in an alternative format. Exceptions to the thirty (30) calendar day period for notification of the business agent's decision on the request will be provided to the applicant setting forth the reasons for the delay.

BUSINESS AGENT

Josh Berkley, Berkley Management
1721 Eastern Avenue #7
Sacramento, CA 95864
916-444-9300 TTY 711
josh@berkleymanagement.com

APPLICANTS REJECTED

Applicants may be rejected at any time during the screening process if the criteria listed in the Resident Selection Plan are not met.

APPLICATION APPEAL

Any applicant may make a request to appeal the denial in writing fourteen (14) calendar days from the date of the rejection. The business agent will accept the request in an equally effective manner, as a reasonable accommodation, if there is the presence of a disability. Such requests are to be submitted in writing to the business agent office by US Mail or email. If there is no appeal request within fourteen (14) days, the rejection will be considered final. Reasons to appeal include:

- You believe the decision has been made in error
- You believe there are extenuating circumstances that should be considered
- You or a member of your household is a victim of abuse covered by the Violence Against Women Act and you feel your status as a victim contributes to the decision to deny
- You or a member of your household is a person with a disability, and you believe a reasonable accommodation would allow us to continue processing the application
- Your household was rejected because the application includes someone who is a registered sex offender and you wish to remove that household member

Applicants may appoint a representative to assist in the appeal process. Applicants and/or their representatives have the right to request a reasonable accommodation to:

- Assist in facilitating your request for appeal
- To assist in your participation during the appeal meeting

The business agent will provide written notification of a final decision within five (5) business days of the meeting.

APPLICATION FOR RESIDENCY PAGE 2 OF 2 – (LIST APPLICANTS NAME AGAIN)

Name of Property/Mgmt. _____

Applicant's Name _____

PART 3 – CREDIT AND PERSONAL REFERENCES

- A. Have you ever filed bankruptcy?
B. Any judgments or collections against you?
C. Auto loan?
D. Approximate total monthly debt/credit card payments
E. Have you or any other occupant who will reside in this rental unit been arrested and charged...
F. Are you or any other occupant who will reside in the rental unit currently abusing prescription drugs...
G. Who should we contact in case of emergency?

Name: Relationship Address Phone

H. Character References:

Name: Relationship Phone #

Name: Relationship Phone #

PART 4 – AUTHORIZATION AND RELEASE FROM LIABILITY

We welcome all applicants. It is illegal and against our policy to arbitrarily discriminate against any person because of age, race, color, religion, sex or sexual orientation, ancestry, national origin, source of legal income, familial or handicapped status.

Applicants Signature Spouse's Signature

The rental agreement will not become effective until this application is approved by management. Tenant Guarantors, Inc., a resident screening service is not responsible for rental decisions, regardless of any recommendations, written or otherwise, which may be made by Tenant Guarantors, Inc.

This form is reserved for the exclusive use of "Active" TG customers or those with written permission by TG in exchange for a fee. Unlicensed use is a violation of copy right law and a theft of services for which you agree we are entitled to substantial compensation.

KAY MAR RULES AND REGULATIONS
RULES AS OF NOVEMBER 1st, 2018 (last updated 7/1/2012)

All Residents must complete the applications process and be approved by management before purchasing a mobile home within the Park.

I. Residency Requirements

1. **Age:** The primary resident in any mobile home must be at least 55 years of age. Since Kay Mar Way is a Senior Low-Income park, this will insure that we follow the senior age guidelines as well as the low-income status guidelines as stated by the City of Santa Rosa. Any other resident in the same mobile home shall not be under 45 years of age (excludes 4. a. and b. Of Rules and Regulations)
2. **Owner Occupied:** The primary senior resident in any one mobile home shall be the registered owner of said home, as well as approved by Kay Mar Way management as to the age and income requirements for residency. All mobile homes in Kar Mar Way shall be owner occupied. There shall be no rental of mobile homes with the exception found in Section X. In order for a home to be considered to be occupied by the owner, the home must be the owner's primary residence, the owner must live in the home for an absolute minimum of 90 days in a calendar year.

3. Maximum Residents Allowed Per Mobile Home:

- a. Any "Single-wide" one-bedroom mobile home may be occupied by a maximum of two adults plus meeting all other residency requirements.
- b. Any two-bedroom single or double-wide shall be limited to a maximum of four-persons meeting all other requirements of residency

4. In-Home Caregivers

- a. One adult caregiver may reside with the resident who needs supportive care as determined by his/her physician and stated in writing by said Physician and submitted and approved by management. All caregivers are subject to approval by Management.

- b. A family member of a Resident, who is over 18 years of age and requires Live-in care by Resident, may reside in the mobile home. This also requires verification by management from the family member's physician. These are the only exceptions to the age requirement for residency.

II. Visitors:

1. Visitors are not residents of Kay Mar Way. They are, generally, the invited guests of the resident.
2. It is required that residents register their guest information with Management prior to a stay longer than 7 continuous days (1 week) or 15 days in a 6 month period. Failure to comply can jeopardize residency. Length of Stay: Guests of the individual homeowner are restricted to stays of less than 20 consecutive days or a total of 30 days in a calendar year. A more extended stay may be approved by management provided there are extenuating circumstances. Anyone staying more than 30 days in a year must complete the approval process. All other rules will apply in this matter, including the maximum residency section.
3. Park Rules must be observed at all times: All visitors to Kay Mar Way Senior Mobile Home Park will abide by the Park Rules. Residents are responsible to see that their visitors abide by said Rules and are liable for any damage caused by their visitors.

III. Conduct and Noise:

1. The welfare of the neighbors must be considered when residents are planning activities for themselves and their guests within the park.
2. Quiet Hours are from 10:00 PM until 8:00 AM in the Park. No barking dogs and television, stereos, etc. must be at a low volume to keep the sound within your own home. Please consider the use of headphones during these hours. Loud conversation whether in common areas or in the home can easily carry into your neighbor's home and become a public nuisance when carried on at top volume. Please be considerate of your neighbors.
3. Children are restricted to the space of the resident that they are visiting unless personally supervised by an adult at all times when they are outside

the resident's space. Kay Mar Way is a private street and not a suitable playground. Bicycle gymnastics and the use of skateboards are prohibited on our street as well as the back parking lot.

4. Resident will be held financially responsible for any damage caused by family or guests (adult or children) whether invited by the residents or not.
5. In the use of porch lights, be considerate of your neighbors. Consider installing Motion Light Detector Lights.

IV. Traffic and Parking:

1. Kay Mar Way is a private drive, not a city street. There can be no on-street parking by visitors or guests. This is in accordance to the Fire Department Safety Code which states that there is no parking on streets less than 32 feet in width which is essential for the ease of entrance of emergency vehicles.
2. The speed limit within the park is 5 mph. It is the resident's responsibility to see that their visitors and guests abide by this rule,
3. Each resident may keep a maximum of two (2) vehicles if the driveway and/or carport within the space is long enough. No vehicle may extend past the curb of the individual's carport space into the street. Guest parking areas, found at both sides of our street at the entrance of the Park, and at the end of our street, are not to be used for residents' excess vehicles. Guest parking is for our visitors only.
4. There is not street parking with the exception of a 10 minute time limit to pickup and drop off passengers and/or to load and unload laundry. No parking of autos or trucks except in personal parking space. A service vehicle (ex. Plumber etc.) would be the only exception to the 10 minute rule. No other resident's driveway may be blocked not the street blocked in anyway to prevent easy access by the residents, postal delivery service or emergency vehicles etc.
5. Operating motorcycles on Kay Mar Way is prohibited at all times. Motorcycles are required to be walked in and out of the park.
6. Inoperable vehicles will not be permitted anywhere in the park. All vehicles must have current registration tags. No vehicle repairs, other than

emergency servicing (example: AAA) will be permitted. Driveways are to be kept clean of oils stains.

7. Parking of travel trailers, motor homes (RV's), detached campers or boats in driveways are not permitted.

V. Pets:

1. Special permission to keep a house pet in the park must be obtained from management. A house pet is one defined as a pet, which spends its primary existence with the mobile home.
2. The type of pets permitted are small dogs, cats, birds - such as parakeets and canaries, etc. Small dog and cats which will not exceed 35 pounds at maturity are allowed. Residents are limited to two four legged pets per mobile home. All cats and dogs must be spayed and neutered and proof provided to Management. Each dog must be licensed and all pets must be inoculated in accordance with local law and records will be required to be updated yearly and proof be provided to management.
3. Pets will not be allowed in the laundry room at any time. Pets are not permitted to invade the privacy of other resident space/yards (flower beds, shrubs, etc).
4. At all times when outside the home, pets must be walked on a short leash. Pets are not allowed to run loose in the park at anytime.
5. Any droppings left by a pet (common areas or resident yards) must be picked up immediately and disposed of properly within the resident's home space.
6. Pets will not be permitted to cause any disturbance, which may annoy neighbors. Excessive noise, biting, or other damage causing harm to another resident's space or person may cause the permission to keep the pet to be revoked.
7. Leaving a pet unattended outside your mobile home, whether on a leash or tied is prohibited. Leaving your dog in a fenced yard while you are at home is acceptable as long as the pet is not disturbing the neighbor. Remember, the pets allowed within the park are house pets.

8. All pets must be fed inside your home. This restriction is to avoid attracting rats, raccoons and opossums.
9. Birdseed Feeders are not allowed in the park as scattered seeds attract pests. Hummingbird liquid feeders are allowed.

VI. Laundry:

1. The laundry room may be used between the hours of 8:00 AM and 10:00 PM.
2. The facilities are maintained for the convenience and use of the residents only. Laundry shall be limited to water washable clothing and household linens. Please do not overload the machines with heavy rugs or beddings etc.
3. The premises must be left clean and in good order for the next resident's use. Please report ASAP any malfunction of the machines to the on-site management representatives.
4. Laundry facilities within your own home are for your personal use. The use of resident Home or Laundry Room by Non-residents is prohibited to do their laundry. To keep down the increase pass through charges for water and sewer for all residents (Again be considerate of your neighbors!).
5. No parking in front of the laundry room except for 10 minutes of unloading and loading laundry.

VII. Utilities:

1. Homeowners are responsible for direct payment of their gas, electricity and trash collection charges. The billings for water and sewer usage provided by the City of Santa Rosa are prorated and appear on the monthly rent statements as "pass-through" charges.
2. Kay Mar Way does not have at this time individual meters for each space. Residents share equally in all water and sewer costs. The exception being a reasonable share, which is designated for the usage for the laundry facilities and paid for by the corporation.

3. Each homeowner is responsible for the repair of water leaks within their home. Any leaks outside of your home need to be reported to management ASAP.
4. All television and radio antennas and satellite dishes must have prior approval by management before installation.
5. Use the designated well water tap for all garden irrigation. It is not recommended to use the well water for drinking or for pets, nor is it recommended for washing automobiles. This water has a tendency to leave spots, which seem to be corrosive in nature, thereby damaging the painted surface of the auto. Do not use any washing compound outside which is not biodegradable so as to avoid the further contamination of groundwater.
6. Green grass and plant trimming cans are located at the entrance of the Park near the guest parking area, at the east side of the laundry room and at the end of Kay Mar Way in the guest parking area. These cans are for the use of all residents. If you use the green can for yard clean-up, please be responsible and see that it is put out on the street for collection, even if you think you were not the last one to use the waste can. If you notice the yard waste can has not been returned to its proper location, please assist in returning the can to its rightful location. If Mobile Home Owner has a landscaper or other maintenance person(s) doing yard work, these persons are required to remove the trimmings which exceed the residents own green can. If resident does not have a personal green can, one green can is free per resident. Contact Recology.com call Sonoma / Marin Recology @ 800-243-0291.

VIII. Repairs/Improvements to Park Owned Facilities:

1. Residents are urged to report to the onsite management representative regarding any malfunctions of Park facilities (including street lights, water, sewer, laundry, etc.). All non-emergency work will be performed as part of management's usual responsibilities. Major repair and/or replacement will be confirmed by the Board of Directors before work is started. Except in the case of an emergency, residents will receive advance warning of the necessary interruption of any services within the park.

IX. Emergencies and Homeowner Absences from Park:

1. Residents who expect to be away from their home for any period longer than several days should make advance arrangements for pick up and holding of their mail, newspapers, pet care, yard and maintenance, etc.
2. It is the recommended that either management or a neighbor be given an emergency phone number for contact during your absence.

X. Sub-Leasing Mobile Home Space & Rental of Individual Mobile Home:

1. As stated in Section I of this document, all spaces must contain a mobile home, which is owner-occupied. Residents may not rent or sublet any interest in his or her mobile home or space with the exception of the following:
 - a. **Exception to the Subletting and/or Renting as stated above:**
Per Section 79823.5 of California Mobile Home Residency Law, if a mobile homeowner faces hospitalization or prolonged convalescence away from home, as confirmed by the homeowner's treating physician in writing, the homeowner shall be permitted to sublet his/her home between six months and one year. The sublease must comply with all rules and regulations of the park, including age and income as well as any regulations of appropriate governing bodies such as the California State Mobile Home Residency Law. The Homeowners shall remain primarily liable for payment of rent and charges to the Park, and any default by sub-lease or violation of rules and regulations may jeopardize the homeowner's tenancy in the park. This will be the ONLY Exception to the Owner Occupied Rule as stated in Section I, page 1 of the Park Rules and Regulations.

XI. Mobile Home and Lot Maintenance:

1. The exterior of the home and shed(s) must be kept clean and in a neat appearing condition. Residents shall maintain their spaces in a clean, well-kept and attractive fashion, including the front, sides and rear. All mobile home entrances, main entry and any other must be free from obstruction so as to be accessible in an emergency. If a space is neglected,

management reserves the right to take over its cre and bill the Resident for these services at current rates after notice has been given to the Resident of the proposed action by management.

2. Before painting the exterior of the home or shed(s) the paint colors must be approved by the Board of Directors. When a mobile home is sold and the Board Members determine that the home and shed(s) needs to be painted, the new owner has six months to have it painted. When the home is for sale the seller must inform the realtor in writing of this requirement. This is a positive improvement and adding value to our park.

XII. Lot Use:

1. Any additions to the home (porches, screened rooms, cabanas, etc) or anything relating to electric, water or gas must be approved by management and necessary permits must be obtained. **See HCD MH 604 for guidelines on what work must be permitted by HCD or call HCD at (916) 255-2501 with questions.**
2. Storage under the mobile home is not allowed by state law and the Fire Marshal. Storage sheds must be approved by management and be no larger than 120 square feet (one 10x12). A maximum of two smaller sheds, not to exceed a combine total of 120 square feet, will be allowed.
3. Each mobile home lot is for residential use only. No private enterprises or business may be conducted in the park by Residents or their guests.
4. If the homeowners has planted trees, shrubs or flowers in their space and damage to driveways, street, neighbor's space occur; homeowner will be responsible for the cost to have it removed and any ensuing repairs etc.
5. Only patio furniture, barbecue equipment and approved trash containers may be left outside the mobile home or storage shed area.
6. Growing of Marijuana / Cannabis inside the park is prohibited.

XIII. Solicitors:

1. Salespersons are to have access to the park only on the condition that they have been called by the residents to a specific home. No door-to-door salespersons are permitted in the park.
2. Religious Solicitations or Tract Distributions: Religious tract delivery and/or solicitations are to be considered the same as door-to-door selling. Such persons must be coming into a specific home site as indicated above. This is not in Violation of Resident's individual religious freedom but instead to insure the religious freedom of all residents in the park.

XIV. Problems Resolution between Residents:

1. From time to time issues may arise which cause problems between residents. It is requested that residents attempt to resolve said issues "resident to resident". If the problem(s) cannot for any reason be resolved "resident to resident", a confidential meeting with management can be requested. Only if the problem remains unresolved should the problem be taken to the Board of Directors by ways of a letter requesting a meeting with the Board and describing in detail the problem as you see it. A meeting with the Board can be arranged. Please do not take any problem to a public forum or gossip sessions within the park as this only deepens the problem.

XV. Park Rule Violations:

1. Management will issue a warning to any resident in violation of the Park Rules. If the violation is not resolved in a timely manner after said warning(s) are issued and further action may be taken including the termination of the lease. All HCD, City and County regulations must be observed as well. If resident has questions regarding governmental regulations, contact management for information.

XVI. Compliance With Codes:

1. In any of the Kay Mar Way Rules are found to be in conflict with provisions of any Federal, State, County or City of Santa Rosa laws pertaining to Mobile Home Parks, etc., then the governmental law shall be followed.

XVII. Kay Mar Way is a Senior Mobile Home Park

1. As stated in Residency Requirements #1, resident owner must be at least 55 years of age and 45 years of age for additional occupant(s). I (we) understand that in the event that I (we) receive custody of any child or children under the age of 18 years of age who would need to reside within my home, or in the event of a pregnancy by someone residing within my home, I (we) agree to move the mobile home or sell it to a qualified adult in accordance with management and Kay Mar Way, Inc. approval. Six months shall be the maximum time allowed to affect the move or sale. Reasonable eviction proceedings may begin after this time.

The undersigned residents hereby accept the foregoing Rules and Regulations and acknowledges receiving a copy of said Rules and Regulations.

Resident Name (Printed)	Signature	Date

Resident Name (Printed)	Signature	Date

KAY MAR RULES AND REGULATIONS
RULES AS OF NOVEMBER 1st, 2018 (last updated 7/1/2012)

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6. Inoperable vehicles will not be permitted anywhere in the park. All vehicles must have current registration tags. No vehicle repairs, other than emergency servicing (example: AAA) will be permitted. Driveways are to be kept clean of oil stains.
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3. Pets will not be allowed in the laundry room at any time. Pets are not permitted to invade the privacy of other resident space/yards (flower beds, shrubs, etc).
4. At all times when outside the home, pets must be walked on a short leash. Pets are not allowed to run loose in the park at any time.
5. Any droppings left by a pet (common areas or resident yards) must be picked up immediately and disposed of properly within the resident's home space.
6. Pets will not be permitted to cause any disturbance, which may annoy neighbors. Excessive noise, biting, or other damage causing harm to another resident's space or person may cause the permission to keep the pet to be revoked.
7. Leaving a pet unattended outside your mobile home, whether on a leash or tied is prohibited. Leaving your dog in a fenced yard while you are at home is acceptable as long as the pet is not disturbing the neighbor. Remember, the pets allowed within the park are house pets.
8. All pets must be fed inside your home. This restriction is to avoid attracting rats, raccoons and opossums.
9. Birdseed Feeders are not allowed in the park as scattered seeds attract pests. Hummingbird liquid feeders are allowed.

VI. Laundry:

1. The laundry room may be used between the hours of 8:00 AM and 10:00 PM.

2. The facilities are maintained for the convenience and use of the residents only. Laundry shall be limited to water washable clothing and household linens. Please do not overload the machines with heavy rugs or beddings etc.
3. The premises must be left clean and in good order for the next resident's use. Please report ASAP any malfunction of the machines to the on-site management representatives.
4. Laundry facilities within your own home are for your personal use. The use of resident Home or Laundry Room by Non-residents is prohibited to do their laundry. To keep down the increase pass through charges for water and sewer for all residents (Again be considerate of your neighbors!).
5. No parking in front of the laundry room except for 10 minutes of unloading and loading laundry.

VII. Utilities:

1. Homeowners are responsible for direct payment of their gas, electricity and trash collection charges. The billings for water and sewer usage provided by the City of Santa Rosa are prorated and appear on the monthly rent statements as "pass-through" charges.
2. Kay Mar Way does not have at this time individual meters for each space. Residents share equally in all water and sewer costs. The exception being a reasonable share, which is designated for the usage for the laundry facilities and paid for by the corporation.
3. Each homeowner is responsible for the repair of water leaks within their home. Any leaks outside of your home need to be reported to management ASAP.
4. All television and radio antennas and satellite dishes must have prior approval by management before installation.
5. Use the designated well water tap for all garden irrigation. It is not recommended to use the well water for drinking or for pets, nor is it recommended for washing automobiles. This water has a tendency to leave spots, which seem to be corrosive in nature, thereby damaging the painted surface of the auto. Do not use any washing compound outside which is not biodegradable so as to avoid the further contamination of groundwater.

6. Green grass and plant trimming cans are located at the entrance of the Park near the guest parking area, at the east side of the laundry room and at the end of Kay Mar Way in the guest parking area. These cans are for the use of all residents. If you use the green can for yard clean-up, please be responsible and see that it is put out on the street for collection, even if you think you were not the last one to use the waste can. If you notice the yard waste can has not been returned to its proper location, please assist in returning the can to its rightful location. If a Mobile Home Owner has a landscaper or other maintenance person(s) doing yard work, these persons are required to remove the trimmings which exceed the residents own green can. If a resident does not have a personal green can, one green can is free per resident. Contact Recology.com call Sonoma / Marin Recology @ 800-243-0291.

VIII. Repairs/Improvements to Park Owned Facilities:

1. Residents are urged to report to the onsite management representative regarding any malfunctions of Park facilities (including street lights, water, sewer, laundry, etc.). All non-emergency work will be performed as part of management's usual responsibilities. Major repair and/or replacement will be confirmed by the Board of Directors before work is started. Except in the case of an emergency, residents will receive advance warning of the necessary interruption of any services within the park.

IX. Emergencies and Homeowner Absences from Park:

1. Residents who expect to be away from their home for any period longer than several days should make advance arrangements for pick up and holding of their mail, newspapers, pet care, yard and maintenance, etc.
2. It is recommended that either management or a neighbor be given an emergency phone number for contact during your absence.

X. Sub-Leasing Mobile Home Space & Rental of Individual Mobile Home:

1. As stated in Section I of this document, all spaces must contain a mobile home, which is owner-occupied. Residents may not rent or sublet any interest in his or her mobile home or space with the exception of the following:
 - a. **Exception to the Subletting and/or Renting as stated above:**
Per Section 79823.5 of California Mobile Home Residency Law, if a mobile homeowner faces hospitalization of prolonged convalescence away from home, as confirmed by the homeowner's treating physician in writing, the homeowner shall be permitted to sublet his/her home between six months and one year. The sublease must comply with all rules and regulations of the park, including age and income as well as any regulations of appropriate governing bodies such as the California State Mobile Home Residency Law. The Homeowners shall remain primarily liable for payment of rent and charges to the Park, and any default by sublease or violation of rules and regulations may jeopardize the homeowner's tenancy in the park. This will be the ONLY Exception to the Owner Occupied Rule as stated in Section I, page 1 of the Park Rules and Regulations.

XI. Mobile Home and Lot Maintenance:

1. The exterior of the home and shed(s) must be kept clean and in a neat appearing condition. Residents shall maintain their spaces in a clean, well-kept and attractive fashion, including the front, sides and rear. All mobile home entrances, main entry and any other must be free from obstruction so as to be accessible in an emergency. If a space is neglected, management reserves the right to take over its care and bill the Resident for these services

at current rates after notice has been given to the Resident of the proposed action by management.

2. Before painting the exterior of the home or shed(s) the paint colors must be approved by the Board of Directors. When a mobile home is sold and the Board Members determine that the home and shed(s) needs to be painted, the new owner has six months to have it painted. When the home is for sale the seller must inform the realtor in writing of this requirement. This is a positive improvement and adds value to our park.

XII. Lot Use:

1. Any additions to the home (porches, screened rooms, cabanas, etc) or anything relating to electric, water or gas must be approved by management and necessary permits must be obtained. **See HCD MH 604 for guidelines on what work must be permitted by HCD or call HCD at (916) 255-2501 with questions.**
2. Storage under the mobile home is not allowed by state law and the Fire Marshal. Storage sheds must be approved by management and be no larger than 120 square feet (one 10x12). A maximum of two smaller sheds, not to exceed a combined total of 120 square feet, will be allowed.
3. Each mobile home lot is for residential use only. No private enterprises or business may be conducted in the park by Residents or their guests.
4. If the homeowners have planted trees, shrubs or flowers in their space and damage to driveways, street, neighbor's space occurs; homeowner will be responsible for the cost to have it removed and any ensuing repairs etc.
5. Only patio furniture, barbecue equipment and approved trash containers may be left outside the mobile home or storage shed area.
6. Growing of Marijuana / Cannabis inside the park is prohibited.

XIII. Solicitors:

1. Salespersons are to have access to the park only on the condition that they have been called by the residents to a specific home. No door-to-door salespersons are permitted in the park.
2. Religious Solicitations or Tract Distributions: Religious tract delivery and/or solicitations are to be considered the same as door-to-door selling. Such persons must be coming into a specific home site as indicated above. This is not in Violation of the Resident's individual religious freedom but instead to insure the religious freedom of all residents in the park.

XIV. Problems Resolution between Residents:

1. From time to time issues may arise which cause problems between residents. It is requested that residents attempt to resolve said issues "resident to resident". If the problem(s) cannot for any reason be resolved "resident to resident", a confidential meeting with management can be requested. Only if the problem remains unresolved should the problem be taken to the Board of Directors by way of a letter requesting a meeting with the Board and describing in detail the problem as you see it. A meeting with the Board can be arranged. Please do not take any problem to a public forum or gossip sessions within the park as this only deepens the problem.

XV. Park Rule Violations:

1. Management will issue a warning to any resident in violation of the Park Rules. If the violation is not resolved in a timely manner after said warning(s) are issued and further action may be taken including the termination of the lease. All HCD, City and County regulations must be observed as well. If a resident has questions regarding governmental regulations, contact management for information.

XVI. Compliance With Codes:

1. If any of the Kay Mar Way Rules are found to be in conflict with provisions of any Federal, State, County or City of Santa Rosa laws pertaining to Mobile Home Parks, etc., then the governmental law shall be followed.

XVII. Kay Mar Way is a Senior Mobile Home Park

1. As stated in Residency Requirements #1, resident owner must be at least 55 years of age and 45 years of age for additional occupant(s). I (we) understand that in the event that I (we) receive custody of any child or children under the age of 18 years of age who would need to reside within my home, or in the event of a pregnancy by someone residing within my home, I (we) agree to move the mobile home or sell it to a qualified adult in accordance with management and Kay Mar Way, Inc. approval. Six months shall be the maximum time allowed to affect the move or sale. Reasonable eviction proceedings may begin after this time.

The undersigned residents hereby accept the foregoing Rules and Regulations and acknowledge receiving a copy of said Rules and Regulations.

Resident Signature