

# SPRING LAKES PARK

### **RULES AND REGULATIONS**



Please be aware that over the years the Rules have been modified based on changing technology, weather conditions, and other factors, therefore, some situations may exist today that met previous rules but don't strictly adhere to the current rules. All new plans shall adhere to the current rules. Rules go into effect on the revision date referenced.

SEPTEMBER 1, 2024
SPRING LAKES PARK

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#### SPRING LAKES PARK RULES AND REGULATIONS

#### **AUTHROITY AND APPLICATION**

- 1. These Rules and Regulations (hereinafter referred to as "Rules") are prescribed by the Spring Lakes Park Management Committee (hereinafter "committee") pursuant to the authority given it by Articles 14 of the Articles of Partnership of the Park.
- 2. The applicable provisions of all Constitutions, Statutes, and Regulations adopted thereunder and Ordinances are to be deemed incorporated herein by reference. These Rules are to be interpreted and applied in a manner consistent therewith. If any rule is declared void by a final judgment of a Court, the same shall no longer be applicable, but such declaration shall not affect the validity of any other rule.
- 3. In these Rules, reference is sometimes made to State or Local law. Such references are in good faith, but it is not possible to include all such laws. Therefore, if such reference be incomplete, inaccurate or if the law be amended or repealed, such shall not affect the validity of any Rule referring to the law unless the Rule is declared void, or unless the Rule would be contrary to or inconsistent with applicable provisions of State or Local law. The provisions of Sections 799.0 through 799.11 of the California Civil Code are hereby incorporated herein by 3reference and are applicable in the Park. Any provision of these Rules that are contrary to or inconsistent with the provisions of Section 799.0 through 799.11 of the Civil Code are hereby deemed inapplicable and of no effect. The Rules are for the benefit and protection of and are applicable to:
  - All residents uniformly whether a partner or not.
  - All prospective residents.
  - All temporary residents.
  - All guests,
  - All business invitees.
- 4. By becoming or remaining residents of the Park, all residents agree to abide by these Rules and to exercise reasonable diligence to secure their observance by their guests and business invitees. A copy of the Rules shall be delivered to all residents and a copy of all amendments will be delivered to all residents. It shall be a notice of effectiveness of the amendment on the date specified therein. Depending on the scope of the amendment, the Committee will either re-do the entire page or include the amended rules as a separate portion of the newsletter.

The insertion of the amendment or page is the responsibility of the resident.

Notwithstanding any other provision set forth in these Rules and

- Regulations to the contrary, the Management Committee may waive any provision of these Rules and Regulations upon finding, or substantial evidence, that each of the following conditions have been established.
- Enforcement of the rule would result in an undue hardship to the partner requesting the waiver; and
- The waiver is consistent with the Articles of Partnership and state law;
   and
- The waiver would not cause annoyance of inconvenience to another partner or resident; and
- The waiver would not confer a special privilege not enjoyed by similarly situated partners or residents; and
- The waiver is consistent with the objectives of the Articles of Partnership, the Rules and Regulations and Management Committee policy. The term "partner" includes partners and persons who are in the process of purchasing or acquiring a home in the Park and will become partners.
- 5. As the Mobile/Manufactured Home Residency Law is referred to herein, a copy is included with these rules.
  - All Partners in "Spring Lakes Park, a General Partnership", as well as all residents, shall comply with all obligations required of them by the Articles of Partnership, as now written or as it may be amended.
  - The Committee has employed a Manager and Assistant Managers to assist the management of the Park's affairs. The Assistant Managers assume the duties of the Manager in these rules, the same shall be deemed to apply to the Assistant Managers.
  - The Manager is available through the Park Office, or in an emergency relating to the operation of the Park, the Manager or Assistant Manager are always available by phone. The extent of delegation of authority between the Committee and the Manager may vary from time to time. Generally, the Manager should be the first point of contact for the submission of requests and applications, the submission of complaints and will represent the Committee in securing voluntary compliance with these rules.
  - The Manager has no authority to evict a resident or resident Employee, force removal of a home or institute formal civil legal proceedings. Such matters are referred to the Committee. In an emergency, the Manager may contact the police where criminal action in the Park is suspected. Residents may contact the Committee directly by delivering to the Manager in writing, in a sealed envelope, signed and addressed to the Committee in the following cases.
    - Where advised by the Manager that the matter is beyond their authority.

- Where the resident believes the action of the Manager was not warranted by these Rules or was harsh or oppressive.
- o Where a complaint is directed toward the Manager.

#### **COMPLIANCE**

- 6. It is the policy of the Management Committee to encourage compliance with the Park's Rules and Regulations by friendly persuasion and only after two notifications will impose fines and penalties for continued infractions. Nevertheless, in case of gross or persistent violations the Committee reserves the right to take legal action which is necessary to secure compliance with these rules.
  - Partners or Residents are prohibited from conduct that constitutes a substantial annoyance to park management, staff, or guests, or from interfering with the management of the park. Every Partner or Resident shall not do anything that disrupts the tranquility of the Park or that adversely affects the safety of any person, or the right of any Partner or Resident to enjoyment of their home, space, and common areas of the park.
  - Violations of the rules, whether by a Partner or a Resident living with the Partner, constitute a default of the Occupancy Agreement by the Partner and is declared to be and does so constitute a nuisance.
  - Notwithstanding any other provision to the contrary in the Park's Rules and Regulations the following provisions shall apply:
    - O When a violation of a Park Rule comes to the attention of the Management Committee, the Management Committee will notify the affected Partner in writing that they are violating a Park Rule and request that the violation cease and/or be corrected within fourteen (14) days. The violating party may submit a request in writing within (14) day period for a hearing to be scheduled. In the event of a violation which merits a "serious fine," the fine is levied immediately.
    - O If a written request for a hearing is received, the Management Committee will schedule the hearing within 14 days of receipt of the written request. Notice of the date and time of the hearing must be sent to the violating party at least three (3) days prior to the hearing. The Management Committee can conduct the hearing or appoint a Hearing Committee. The purpose of this hearing is for the violating party to explain their position and introduce documentation pertaining to the violation.
    - If a hearing is not requested, the Management Committee may rule on the violation and impose the appropriate penalty without a hearing.
      - The Management Committee makes the final decision. The enforcement provisions and process are directly applicable to all non-

Partner residents in cases where the Partner is unavailable due to death or temporary absence. If the violating party is responsible, a fine or penalty is imposed. If the monetary fine is not paid within thirty (30) days, it will be attached to the violating Partner's rent statement. A schedule of fines and penalties is attached to this Rule as **Attachment A**.

- O IN CASES OF EMERGENCY OR VIOLATION THAT IS A SAFETY VIOLATION OR A GROSS VIOLATION, THE MANAGEMENT COMMITTEE MAY WAIVE ALL OF RULE 6 AND CORRECT THE VIOLATIONS. THE VIOLATING PARTY WILL BE RESPONSIBLE FOR ANY COSTS INCURRED TO DO SO.
- Any violation of the Rules or Regulations must be reported to SLP Management. Under no circumstance is any resident to address the violation directly with another resident. Only Management will address violations.
- All personal disputes between partners/residents must be resolved among themselves. The Management Committee will not mediate, take corrective action or become involved in these issues. If disputes between partners/residents become verbally excessive or physical, the local police department should be called.

#### **USE OF FACILITIES**

- 7. The facilities and equipment are for the exclusive use of the residents and guests as herein limited and provided. They are used at the risk of the user. Any damage caused by a resident, or their guests, must be reported to the Manager and such resident may, at the discretion of the Committee, be requested to pay for repair or replacement. The right to use Park facilities and equipment shall not be abused and the extent of their use by some shall not be so great as to interfere with their use by others.
- 8. The Park is a partnership owned by residents and the right is reserved to evict, at any time, any person not described in Rule 3.
- 9. All recreation facilities are for the exclusive use of residents and their guests during posted hours.
- 10. All persons (including groups or committees) who desire to use any of the recreational facilities (including the Clubhouse) for any party or special event or to serve food or beverages in or about the Park, shall submit an application (Reservation for Use of Party House or Clubhouse). The Office or Park Manager shall approve such application, approve it with conditions or deny it. The action of the Manager shall be final.

conditions: A fee will be charged according to the current Fee Chart available at the Office. The fees differ depending on the make-up of the attendees. The category "With Members" applies to gatherings where more than 50% of attendees are Partners or Residents of SLP. The category "Without Members" applies to gatherings where less than 50% of attendees are Partners or Residents of SLP. The fees will be adjusted from time to time by a vote of the Management Committee. A cleaning deposit will be charged to all users of the Clubhouse or Party House and shall be paid by a separate check and be refunded if the facility is left clean and undamaged. Inspection of premises to be made with Manager or Assistant Managers before and after the party to assure premises are left clean and in the same condition as found. The Clubhouse or Party House may be used for Social and Recreational programs, educational, informational talks, and counseling for the benefit of Park residents with the approval of the office manager. There will be no charge for these uses and no direct solicitation or sales effort can be made.

11. The Clubhouse and the Party House are available for rental with the following

- 12. The Park Office is open Monday Friday. The current office hours are posted at the Office.
- 13. All persons under 18 years of age are the responsibility of the resident.
- 14. No facility or equipment shall be used for any commercial purpose without applying for and receiving the consent of the Manager. This rule includes any arrangement with third parties for services rendered to residents which involves the use of such a facility.

#### **POOL RULES**

These Rules govern the use of the swimming pool, hot tub, and sauna in the dressing rooms. The use of such facilities is also governed by the Rules posted in such areas.

- 15. Pool and hot tub hours and restrictions: (subject to change by notice posted at the pool).
  - ADULTS Summer Hours (Daylight Savings Time) 8:00 a.m. to 8:00 p.m.
  - ADULTS Winter Hours (Non-Daylight Savings Time) 8:00 a.m. to 4:00 p.m.
  - Guests must be accompanied by a resident at all times.
  - PERSONS UNDER 18 YEARS OF AGE Summer Hours
     10:00 a.m. 1:00 p.m. and 5:00 p.m. to 7:00 p.m.
  - PERSONS UNDER 18 YEARS OF AGE Winter Hours 10:00 a.m. 1:00 p.m.
  - PEOPLE UNDER 18 YEARS OF AGE ARE NOT ALLOWED TO USE HOT TUB AT ANY TIME.
  - Children who are not potty trained must wear swim diapers.
  - ON HOLIDAYS (listed below) Pool is open to all.
  - There may be weather, maintenance or emergency situations in which the Committee must further restrict the use of the pool and hot tub. Notification will be provided under such circumstances. The Assistant Park Managers have the final decision to open or close the pool due to weather conditions.
  - The cover on the pool will be removed by authorized personnel only. It is to be presumed that when the cover is on, the use of the pool is prohibited.
  - After use, the last person leaving the hot tub should shut off the jet switch.
  - No glass is allowed in the pool area. Non-alcoholic drinks and snacks packaged in paper or plastic are allowed. Drinks and snacks consumed in the pool area must be kept on the tables provided. No food or drinks may be consumed while in the pool. Pool users, bringing drinks or snacks, must clean up trash and empty containers prior to leaving the pool area.
  - State Health Rules require that everyone shower poolside before entering the pool or hot tub. It is recommended that a physician be consulted before using the hot tub or sauna.
  - Running, wrestling, toys, tools, air mattresses and boisterous behavior (e.g., diving or jumping into the pool) in pool areas is prohibited. Noodles and exercise equipment are allowed.
  - Wearing bathing attire in the Clubhouse is prohibited.

#### **USE OF LAKES**

- There is no fishing allowed in the lakes. Small battery-operated boats are allowed in the lakes, taking care not to disturb waterfowl and wildlife.
- Feeding waterfowl and fish is not permitted.
- Throwing or tossing anything into the lake/pond waters is prohibited.

#### **USE OF ROADS AND VEHICLES**

- 16. VEHICLES AND PARKING (Enforcement of these rules is covered under Rule 6 COMPLIANCE. (Any exceptions to these rules must be addressed to the Park Manager for Management Committee approval.)
  - The Park speed limit for all vehicles is 10 MILES PER HOUR.
  - All vehicles are to come to a full stop at the STOP SIGNS that are located throughout the Park.
  - Pedestrians shall always have the right-of-way.
  - The number of street-licensed vehicles allowed for each partner's residential space is limited to that which can be accommodated by the paved / concrete surface within the carport without protruding in the street or onto other areas of the yard.
  - One golf cart/mobility scooter may be parked on hardscape surface on the noncarport side. All golf carts and scooters must be in working order.
  - Partners may make a private arrangement with residents to use space in their carports with written permission from the resident.
  - All vehicles must have current DMV registration and be in operating condition.
  - Mobility scooters and carts are allowed on pathways.
  - Vehicles must be kept in good appearance to enhance the beauty of the Park. Vehicles that are unsightly with one or more of the following conditions must be covered by a car cover to preserve the appearance of the Park.
    - Rust showing through the paint.
    - Rusted-out body panels.
    - Peeling paint.
    - Mix-matched body panels, doors, or hoods.
    - Broken glass.
    - Flat tire or tires.
  - The servicing or non-emergency repairing of a vehicle shall not be performed on any space or any street within the Park.
  - Car washing in the Park will only be allowed at the carwash located by the laundry facility.

• No gas/diesel motorcycles are allowed in the Park. Electric motorcycles, scooters and bikes are allowed and must obey posted speed limits in the park.

#### 17. RV PARKING AND ADDITIONAL VEHICLE PARKING

- Due to the width of our streets (sixteen (16) feet to thirty-one (31) feet), no street parking is permitted day or night per Title 25 of the California Code of Regulations\*. Stopping temporarily in front of Resident's home is permitted for loading/unloading (after which the vehicle should be moved to an appropriate parking space). Exception: Parking may be allowed on the street at the Clubhouse and Party House during special events and during private resident's events.
- Residents may use the visitor parking areas when their driveways are being used by contractor or visitor. Otherwise, residents are not permitted to park in Visitor Parking Areas.
- Care-Givers (Home Health Aids, Visiting Nurses, Physical Therapists, Daily Care Givers) are required to park either in the resident's carport or in Visitor Parking Areas. Care-Givers can only park in front of a resident's home temporarily for the purpose of loading and unloading.
- Construction/Service vehicles are allowed to park on the street in front of a home while working on repairs or performing service. Work hours 8:00 a.m. to 5:00 p.m.
- A recreational vehicle (camper, motorhome, trailer, etc.) may not be parked in a carport. Recreational vehicles may be parked in the street in front of a resident's home only for the purpose of loading and unloading and not longer than 24 hours.
- Spring Lakes Park has an RV vehicle storage area that may have space to rent
  depending on availability. Additional vehicle storage space may be available to
  rent, only to those Partners who have accessibility equipment (ramps) or a
  medical/physical disability and does not allow for two parked cars. Inquire at
  the Park Office. Any home which currently has two spaces in their driveway will
  not be eligible for extra parking.
- RV Parking with hookups may be available to rent. Inquire at the Park Office.

<sup>\*</sup>THE FOLLOWING IS THE PORTION OF CALIFORNIA CODE OF REGULATIONS WHICH PERTAINS SPRING LAKES PARK: 1106(b) (3) NO VEHICLE PARKING SHALL BE ALLOWED ON TWO-LANE, TWO-WAY ROADWAYS LESS THAN THIRTY-TWO (32) FEE IN WIDTH. IF VEHICLE PARKING IS PERMITTED ON BOTH SIDES OF A TWOWAY ROADWAY, THE ROADWAY SHALL BE AT LEAST FORTY (40) FEET IN WIDTH.

#### LAUNDRY AND CAR WASH

18. Laundry room regulations posted in that area must be observed. The office should be advised if any machines are out of order. Use of the Laundry is restricted to residents, overnight guests and hired domestic help. Use of car wash is restricted to residents only. Please ensure to close doors when you leave the building so animals do not get in.

#### **HOME INSTALLATION / MAINTENACE**

- 19. All new manufactured homes proposed to be moved into the Park are subject to approval by the Park Manager or the A & L Subcommittee, acting for and on behalf of the Management Committee. Please refer to the New Home Installation protocol on the Spring Lakes Park website (springlakespark.org)
  - The Park Manager or the A & L Subcommittee require the submission of a plot plan showing the layout of the proposed home on the site, including the outline of all porches, stairs, awnings, raised decks and other proposed structures. All information must be included that will permit the Park Manager or the A & L Subcommittee to determine the acceptability of the home.
  - The height of the proposed home must be provided. No new home having more than one story, or exceeding 22' in height, from the ground to the highest point of roof, will be accepted. (Height limitation must be checked).
  - A three-foot (3') setback requirement from any portion of the manufactured home to the property line (front, side, and rear) of the given space shall be applicable to all new manufactured homes to be moved into the Park. The threefoot (3') setback requirement means that any portion or part of the manufactured home, including, without limitation, outside staircases, eaves, decks and any other attachment to the given unit, and including any attached shed or accessory structure, shall be at least three feet (3') from the rear, side or front property lines, as the case may be for the given space. The only exception is with respect to carports. Provided, however, the Park Manager or the A & L Subcommittee may allow for exceptions to the three-foot (3') setback requirement in situations where the application of the requirement in the given case, due to the size of the space or the existing setbacks of surrounding homes, or the alignment of homes on the given street, or any other circumstance, singularly or in combination, would produce a result not in harmony with the surrounding homes or would be aesthetically unpleasant in appearance, or would produce a hardship for the given partner, or any other result not consistent with the spirit and intent of the setback requirement (which is intended to preserve and enhance the aesthetic quality of the Park), all as determined by the Park Manager or the A & L Subcommittee in the exercise of its discretion.

- Partner spaces (lot lines) must remain unchanged. Use of Common Space cannot be assigned to individual partner for more than a one-day use. No additional space will be permitted without the approval of the Partnership.
- Acceptability will include consideration of proposed home size in relation to space size, height of proposed home, adjacent "common" property, and neighborhood esthetic configurations. Consideration shall be given to the location of underground utilities in relation to the location of the home on the space. Park utilities will not be relocated without the approval of the Park Manager or the A & L Subcommittee. If relocation or other modifications are required to Park utilities, the owner shall pay all costs. Location on the space must be in accordance with the specifications in the California Code of Regulations, Title 25, Section 1330, and all Spring Lakes Park rules. The homes must have non-reflective roofs. (Required by the City).
- The Park Manager or the A & L Subcommittee represent the Management Committee in the review and approval of the size, design, construction, and placement of new homes proposed to be moved into Spring Lakes Park. Upon final review of the complete information submitted, the Subcommittee shall take action to approve or disapprove the plot plan pertaining to the new manufactured home. No new manufactured home shall be placed in Spring Lakes Park without the approval by the A & L Subcommittee or Park Manager.
- The Park Manager and the A & L Subcommittee will determine that each new home is installed in accordance with the approved plans. Working with the Park Manager, designated sub-committee members will be present when new homes are placed in their spaces.
- All improvements and additions to existing homes including fences, porches, screened rooms, carports, awnings, skirting, new roofing, solar panels, etc. are subject to the following:
  - Plans must be submitted to and approved by the Park Manager or the A & L Subcommittee before construction commences (Green Sheet). Once approval has been given, no modifications or changes can be made. A new green sheet shall be submitted for approval showing the changes to the project and the project shall not begin until approval is given. Any structures or projects not in compliance with the approved green sheet shall be removed at the owner's expense. Any projects done without prior approval shall be removed at the owner's expense.
  - Law requires that all State construction permits must be secured through HCD before construction commences or before any electrical circuits are added. Refer to HCD MH 604, Manufactured Home Alterations and Permit Guidelines.
  - The homeowner is responsible for getting a permit to modify their home and keeping their home in compliance with Title 25

requirements. You can go on-line and get a copy of the applications and instructions for a Permit. Alteration, Addition or Conversion, Alternate Approval, Technical Services, Inspection to Obtain Insignia; form HCD MH 415.

- o Fences do not require permits but must be 6' or lower.
- The Park Manager and the A & L Subcommittee must approve the completed improvement or addition.
- Awning, carports, and skirting must be completely installed around a new home within 60 days of its installation.
- State Law no longer permits the installation of plastic or fiberglass.
- Bamboo and canvas are not permitted.
- There should be a raised deck at all entry ways. Decks and stairs are to be constructed out of wood or wood composite.
- Structures must comply with Department of Housing specifications HCD593.
- Redwood decks and stairs are to be stained to preserve color --or paint of suitable color may be used.
- All decks and stairs must be maintained in a good state of repair.
- Once commenced, any matter subject to this Rule 21 shall be promptly carried through to completion unless consent to terminate or delay it is obtained from the Park Manager or the A & L Subcommittee.
- Landscaping proposals for new homes must be submitted on a green sheet within 60 days of completion of home installation. Installation of landscaping must be completed within 90 days of approval of green sheet. Any delays in this process must be approved in writing by the Park Manager or the A & L Subcommittee.
- 20. Residents must keep their mobile/manufactured home and all accessory structures in good condition and repair. An annual inspection of units will be performed by the A & L Subcommittee. Residents will be given notice of any areas that need to be addressed. For residents who have back yards boarding common areas, open spaces, or lakes, those will be included in the annual inspection and any areas in need of attention also noted. Failure to act after the second corrective notice in any inspection year will result in fines being levied, as detailed in Spring Lakes Rules and Regulations, Schedule A Fees and Penalties. Continued failure to take corrective action may be grounds for termination of tenancy. Any determination to terminate a tenancy shall be made by the Management Committee in the exercise of its discretion, upon showing worthy cause.
- 21. The Management Committee, after giving notice to the residents and with due regard to the expenses involved, may require existing additions and improvements to be altered to meet the requirements and recommendations of the A & L Subcommittee.

- 22. Unless previously waived, the partner on whose behalf the plot plan for a new manufactured home to be located in the Park was submitted or the partner on whose behalf a Green Sheet was submitted, may appeal any decision or portion thereof related to the plot plan or the Green Sheet, as the case may be, within ten (10) days of the date thereof to the Management Committee, by filing a written appeal (in letter form) specifying the matter or matters being appealed and the grounds therefor, with the Park Manager. The appeal shall then be scheduled to be heard by the Management Committee at its next regular meeting or at a special meeting which may be called by the Chairperson of the Management Committee. The affected partner shall be notified in writing of the meeting at least five (5) days in advance thereof unless he or she provides the Park Manager with a duly executed written waiver of the notice period. Any decision of the Management Committee shall be based on written findings supported by the evidence. Any decision of the Management Committee on the matter shall be final.
- 23. Sales of mobile/manufactured homes in the Park are subject to the following:

  Before attempting to sell, a written notice of intent must be given to the Park office specifying whether the owner intends to conduct the sale or is using the services of a specified and identified third party.
- 24. Signage associated with the sale or replacement of homes shall conform to the following rules:
  - Realtor's "For Sale" signs may be displayed on the property, with the following restrictions:
    - o The sign face shall not exceed 18 x 24 inches.
    - There shall be no more than two riders.
    - The sign shall be positioned on the property for sale, not on the adjacent common land.
    - The font edge of the sign shall be at least one foot back from the
    - The sign must be removed within five business days following transfer of title.
    - Manufactured home manufacturer's signs may be displayed on the following restrictions:
      - o The same rules apply here as for the Relators above.
      - The sign may be placed in the house window while the house is being prepared for occupancy.
      - Manufactured home manufacturers acting as the seller shall use the same sign use rules as the Realtors, above.
    - Owners selling without a realtor may not use hand-made signs. The same restrictions apply for realtors' signs, above.
    - Signs which are not in conformance with the above rules may be removed and stored by Park personnel. The person or company responsible for the sign will be notified of this action.

- The Park office will, without charge, advise inquirers of the offer of sale and
  whether to negotiate with the owner or the identified third party, but will
  not show the home or enter into any preliminary negotiations to the sale
  except as provided below.
  - The Park will not recommend any R/E agent or Third Party to use in the sale of the home. Sellers must select their own salesperson or company.
  - Before closing the sale, the owner shall, if the home is to remain in the Park, advise the prospective purchaser of Rules 38 - 40 regarding new residents and refer such purchasers to the Park Office for a discussion of the requirements of residency.
- It is the policy of the park to permit sales of homes themselves and accessory structures and improvements without requiring their removal from the park.
- An heir or joint tenant, or any legal owner who has repossessed a home in the Park, and who has gained its ownership shall have the right to sell it in place but only if all homeowner's responsibilities and liabilities to the Park regarding rent, utilities and maintenance of the home and its premises, all as prescribed these Rules and Regulations have been satisfied.

#### FINANCING, LENDER PROTECTIONS

- 25. Notwithstanding any provision of these Rules and Regulations to the contrary, the following provisions shall apply with respect to the financing or refinancing of a Partner's home (mobile home or manufactured home, including accessory structures) located in the Park. These provisions shall also apply to people who are seeking to become Partners in the Spring Lakes Park General Partnership by purchasing a home in the Park.
- 26. The Management Committee shall reasonably cooperate with lenders to facilitate the financing or refinancing of a Partner's home located in the Park.
- 27. To the fullest extent permitted by law, the General Partnership shall have a lien on each Partner's interest for the payment of all amounts due the Partnership by the Partner pursuant to the Partnership's Articles of Partnership, and the Rules and Regulations adopted by the Management Committee including, without limitation, collection costs and amounts due under the Occupancy Agreement of Partners.
- 28. A Partner may encumber their partnership interest in the Partnership with a lien to a lender provided the following conditions are satisfied:
  - The borrowing Partner shall provide the lender copies of Articles of Partnership, Rules and Regulations and Occupancy Agreement and shall obtain from the lender an executed Acknowledgement of its receipt of those documents and an Agreement that the lender shall be so bound. The borrowing Partner shall deliver the executed Acknowledgement and Agreement to the Management Committee prior to executing the loan documents. All signatures on said document are to be notarized. A copy

of the Acknowledgment and Agreement shall be kept on file in the office of the Park Office Manager. The granting of a lien against the Partner's interest in the Partnership must be approved by the Management Committee by the affirmative votes of not less than five members of the Management Committee. The approval of the Management Committee in this regard is to ensure that a lender has executed the Acknowledgment and Agreement certifying that it will abide by the Articles of Partnership, the Rules and Regulations and the Occupancy Agreement, that all amounts properly owing to the Partnership are paid, and that only persons who would become Partners following a foreclosure sale or other legal process conducted by the lender after default in payment of the loan by the borrowing Partner are, in fact, eligible to become Partners.

- For the purpose of avoiding unnecessary delays in the secured financing of units in the Park by having to wait until a regular or special meeting of the Management Committee, the Management Committee does hereby assign to the Chairperson or Treasurer of the Management Committee the task of making certain that all documentation herein required for the secured financing of units in the Park has been obtained and that the Acknowledgement and Agreement has been executed. The Chairperson or Treasurer shall execute a statement of approval which shall constitute final approval of the secured financing and the granting of lien against the Partner's interest in the Partnership.
- Provided the Management Committee receives the properly executed Acknowledgment and Agreement the lender shall be entitled and/or obligated with respect to the following:
  - The Management Committee shall notify the lender in writing of any violation for the Articles of Partnership, the Rules and Regulations and the Occupancy Agreement with would constitute grounds for termination of the borrowing Partner's partnership interest. The Management Committee shall allow the lender 30 calendar days from its receipt of written notice from the Management Committee to cure a default prior to taking any action to terminate the partnership interest of the defaulting Partner. Such written notice shall be sent by certified mail to the address of the lender as set forth in the notice of lender's lien delivered to the Management Committee, or to such other address as the lender may, from time to time, provide in writing to the Management Committee.
  - Upon foreclosure of its lien against the partnership interest of the defaulting Partner or through other legal process whereby the lender gains physical possession of the mobile/manufactured home, the lender shall continue to be obligated to pay all

assessments, space rent, fees and/or other amounts pursuant to these Rules and Regulations and the Occupancy Agreement executed by the borrowing Partner. The lender's liability for such assessments, space rent, fees and/or other amounts shall terminate upon sale of the mobile/manufactured home (together with the partnership interest of the defaulting Partner) to a person eligible and qualified pursuant to these Rules and Regulations to acquire the partnership interest and become a Partner. The person acquiring the partnership interest at the foreclosure sale or as the result of other legal process followed by the lender must be eligible and qualified pursuant to these Rules and Regulations to become a Partner in the Park Partnership.

29. A lender after foreclosure or other legal process whereby the lender gains physical possession of the mobile/manufactured home, holds non-resident ownership of the mobile/manufactured home and the given partnership interest and is bound by the Articles of Partnership and these Rules and Regulations (and the Occupancy Agreement executed by the borrowing Partner), but is not a Partner. The lender, in such event, is not entitled to live in the mobile/manufactured home nor vote on Partnership matters, as the lender is not a Partner, and, consistent with the Rules and Regulations, cannot rent or sublet to another person the mobile/manufactured home or the space occupied by the affected mobile/manufactured home and accessory structures. The lender shall not transfer title to the mobile/manufactured home separate from the units of partnership interest, unless the mobile/manufactured home is to be removed from the Park and replaced with a new mobile/manufactured home to which the units of partnership interest shall attach. In the event of a public or private sale of the given mobile/manufactured home (and accessory structures), the lender shall not transfer title to the purchaser thereof unless such purchaser is eligible to become a Partner pursuant to the Articles of Partnership and the Rules and Regulations, all outstanding assessments, space rent, fees and/or other amounts have been paid in full, and until approval has been granted by the Management

#### LANDSCAPING – EXTERNAL APPEARANCE

Committee. (Date of adoption of this amendment by the Management

30. If a new home is moved in, or a space is re-landscaped, the following requirements shall be met:

Committee.

- A Green Sheet must be submitted for approval. Landscaping, or relandscaping means any alteration to existing premises, i.e., planting, severe pruning or removal of trees, shrubbery, lawns, adding or removing walks, paving, or changes to surface drainage.
- The alteration plans shall be submitted to and approved by the Park Manager or the A & L subcommittee, and the planting completed within 60 days after approval.
- Subject to Park Manager or the A & L subcommittee approval, side and rear yards shall be resident's choice except for no new lawns allowed.
- Artificial decorations, visible from the street, should be limited to less than 25% of any landscaping plan. Artificial ground covers or synthetic (fake) lawns may be used, subject to Park Manager or the A & L subcommittee approval, provided that the Partner shall be responsible for the same in the event it deteriorates or becomes unsightly, as determined by the A & L subcommittee. Termite resistant Tan bark and wood chips may be used, as well as use of natural-colored rocks, among other plantings.
- Bamboo plants are prohibited unless they are held in a container on a solid base above ground. Bamboo roots are invasive and difficult to remove. Junipers, palm trees and mimosa trees should not be planted.
- Replacement of existing lawns will not be allowed. If a lawn is removed, it shall be replaced with low water use plants and mulch.
- Use of mulch around plantings is encouraged to suppress weed growth and minimize water use. Mulch and any other landscaping materials must be contained within the resident's yard through use of a border or elevation change.
- All homes must be clearly marked with the space number on the front of the home.
- Water meters need to be kept clear of shrubs and vegetation.
- 31. Unless otherwise provided in the Rental Agreement, each resident must always maintain their lawn, flowers, shrubs, and other landscaping. Trees and shrubs shall not be allowed to grow in such a manner as to obstruct the normal view of neighbors, nor the cross over into nor to overhang neighbor's yard or street. Watering must be done by SLVWD guidelines which will be published in the Gazette as they change with the seasons. Water should not be allowed to run down the street. That may result in a fine being charged to the resident responsible.
  - Shrubs should not exceed 6' in height except those used as screening along sides
    of lot may be allowed to grow 8'. Trees and shrubs cannot block the view of
    neighbors.
  - The Park is responsible for maintaining, trimming and caring for trees in all common areas. A Partner may not trim, prune or cut down any trees, bushes or plants located in a common area. Partners are responsible for trees on their property.
- 32. State Law requires that no outdoor furniture other than standard lawn or patio furniture in good condition be permitted. Residents may not have more than two

- outdoor storage lockers per space, of maximum total size permitted by Sate Law of 100 square feet. (See Administrative Code 5295-7), and of the standard size, color, material, and design. Unless constructed of flame-resistant materials, storage structures must maintain a 3 ' clearance from lot lines. No visible refrigerators or deep freezers or other appliances may be kept outside the home.
- 33. Utility enclosures must be on casters or constructed of lightweight material to be easily removed for service in case of an emergency. No obstructions will be placed on top of or surrounding enclosure. All new enclosures are to be approved by the Park Manager or the A & L subcommittee prior to installation.
- 34. All debris boxes, barrels, brooms, ladders, etc., must be kept out of sight. The trash and recycle carts should be kept out of sight, if possible, except for pickup. If trash and recycling carts are in sight, lids must be kept completely closed with no litter surrounding the carts. Place the cart at the edge of street the night before the scheduled pick-up and bring them in by sundown on the pickup day.
- 35. Burning trash in the Park is not permitted.
- 36. If the space or exterior units/out buildings are not landscaped or maintained the Park Manager or the A & L subcommittee may, after reasonable notice to the resident, require the condition to be corrected and if the resident fails to do so, the Committee may correct such condition and charge the cost to the resident, or the resident may be fined.

#### <u>RESIDENCY – OCCUPANCY AND USE PERMANENT RESIDENTS</u>

- 37. The Park was established and is maintained as a living place for mature adults. The age of all permanent residents in a home (excluding guests) shall be not less than 55 years.
  - Permanent residents in the Park are restricted to senior adults only. The Management Committee shall enforce this rule without exception as to both present and prospective residents.
- 38. Normally, no more than two permanent occupants shall be permitted in any home. The Management Committee may permit more if satisfied that overcrowding will not result. Any such permission must be in writing and may be reviewed by the Management Committee at intervals of six months and rescinded if the additional occupancy puts any undue burden on the Park facilities. Charges for additional occupants may be made at the discretion of the Management Committee.
- 39. No new partners shall move into any home in the Park without applying to and being interviewed by the Management Committee. Such new partners shall be required to purchase the number of Partnership Units of Partnership interest as prescribed in "ARTICLES OF PARTNERSHIP SPRING LAKES PARK."
  - All new partners are required to pay a onetime non-refundable New Partner Buy In fee to be paid at the time of the purchase of a home in the park is final and the

Rental Agreement is signed by the new Partner. The amount of the fee shall be reviewed and increased or decreased by the Management Committee from time to time in the exercise of its discretion. Unless otherwise determined by the Management Committee in the exercise of the discretion, the New Partner Buy In fee shall be used for maintenance and repair and investments. These funds may also be used to help facilitate payment of any liabilities incurred by SLP. This rule shall not apply to residents who are already partners and choose to buy a different home in the Park. No Partner shall own two (or more) homes at one time.

- If an SLP Partner is interested in purchasing a different home within SLP, the
  Partner must show intent to sell their existing home, at the time of acceptance of
  the new home offer. This can be done by listing the existing home for sale with a
  RE Realtor, or notifying and initiating the documents for the home to be sold
  through the Park Office,
- Any child of a partner who inherits a home in the Park, will upon acceptance as a Partner, pay 50% of the current New Partner Buy In Fee.
- Any other person inheriting the home, other than a spouse or partner, shall pay the full Buy In Fee at the time of becoming a partner. This includes grandchildren and any other relative or persons inheriting the home.
- Any home left as part of an Estate must be transferred to a newly named partner 55 or older individual within six months of the original Partner's passing. This transfer must happen by sale of the home or by inheritance but in both cases, the title change must be completed, and the appropriate fees must be paid.
- If the home goes to Probate, the transfer of title must take place within 6 months after the end of Probate.
- Special circumstances may be brought to the Management Committee for individual consideration.
- All future applicants shall meet requirements established, and only the sitting Management Committee members may approve any exceptions.

#### **SUBLEASES**

40. No owner shall have the right to sublease their home and or space; however, an owner shall have the right to permit temporary occupancy of their home at no charge to the occupant for a period not to exceed six (6) months during the owner's temporary absence. Such occupancy must be by person or persons who meets the Park's minimum age requirement and approved by the Management Committee in advance. The Occupants must comply with all the Rules and Regulations. They may be required by the Management Committee to vacate the premises upon due notice, and they are subject to all other enforcement provisions hereof.

#### **GUESTS**

- 41. Guests are subject to the following special rules:
  - They may not use a recreational facility unless accompanied by a resident.
  - The word "guest" is herein defined to mean a visitor who stays in or visits a resident's home for no longer than two weeks in any calendar month, or not longer than 30 days in any calendar year. Exceptions to these limits must be requested in writing and approved by the Management Committee. Guests allowed to stay more than two weeks in a calendar month or 30 days in a calendar year, must be registered at the Park Office by the affected resident.

#### **BUSINESS SOLICITORS AND INVITEES**

- 42. Door to door solicitors, vendors, peddlers, etc., are not permitted in the Park. Residents should notify the office of any violations. No solicitation materials should be left on a partner's property or in their mailbox.
- 43. Persons hired to come into a home as nurse, housekeeper or in any other service capacity over a period of time or at regular intervals must be registered at the office. If live-in health care is required for a period exceeding two weeks, approval by the Office/Park Manager is required and an Application for Live-In, Supportive or Supervisory Care must be completed and on file in the Park Office. The Office or Park Manager will base its approval on full compliance with Article 9, paragraph 799.9 of the California Civil Code Provisions, Residency Law.

#### **BUSINESS USE OF PARK**

- 44. Spring Lakes Park (SLP) is a residential senior facility with a quiet and peaceful character. The availability of the internet today allows one to easily run a small business from home. A small business may be run from home but must be kept in conformity with the following:
  - The activity must not detract from the peace, quiet and character of SLP in any way.
  - The home business must comply with the Scotts Valley municipal code 17.50.040, Home Occupations.
  - A business license shall be secured from the City of Scotts Valley.
  - Partner must complete a Home Occupation Review form from the City of Scotts Valley.
  - The home business license must be registered with the Park Office.
  - No Advertising signs shall be allowed.
  - The address of SLP shall not be used in any advertising or business cards.
  - No employee or independent contractor, except the resident, shall be employed in the business.

#### PETS, OR OTHER ANIMALS

- 45. Pets may be brought into the Park by new residents or acquired by residents only with permission from the Office or Park Manager. Such permission may be revoked at any time for violations of these rules, or should a pet interfere with the enjoyment of the Park by others.
- 46. If a partner has a disability, they consider warrants an exemption from one or more of the rules below, they must file a written request to the Office or Park Manager seeking the exemption. The request should explain which rule(s) they seek exemption from and how such exemption would mitigate their disability. The request should include a statement from the Partner's medical provider verifying that the Partner does have a disability, and that relief from the Park Pet Rules being requested would constitute reasonable accommodation. Approved pets are the responsibility of the pet owner and must comply with the following.
  - Applicable state and local laws
  - There is a limit of one small dog and one cat per home, or alternatively two cats only. If a new resident has two small dogs, approval may be considered by the Management Committee. If the Management Committee approves, the new resident must agree that upon the passing of one dog, it is not to be replaced with an additional dog. A pet's weight must not exceed twenty (20) pounds.
  - State law prohibits permitting pets to run at large in the Park.
  - Pets must be kept within the confines of the resident's home and yard, including any visitor's pet. A 3-foot fence may be built on the resident's space to confine the pet. The location and structure of the fence must be submitted on a green sheet and subject to the Park Manager's review and written approval.
  - The yard must be kept clean of feces.
  - The pet may not be kept if it is noisy, unruly or demonstrates aggressive, annoying, or frightening behavior toward Park residents, Park employees, contractors, caretakers, or visitors.

#### 47. Eligibility criteria for permission to walk dogs in Spring Lakes Park:

- Provide a photo of their dog.
- Provide proof of vaccinations and licensing.
- Have a tag attached to their dog's collar with contact information of owner.
- If a guest wants to walk their dog, they must comply with the Spring Lakes Park Rules and Regulations and be accompanied by a park resident.

#### 48. Pet walking within the Park:

- Dogs must be on a leash and always kept under control. Owners must pick up feces immediately and properly dispose of it.
- Dogs are allowed on all common areas, streets and paths, except for paths
  around the lower lake shoreline, which are always off limits to dogs. Dogs are not
  allowed in the pool or hot tub area.
- Dogs are not allowed on other residents' property without permission.

- If waterfowl are encountered while walking a dog, the dog must be taken far enough away so that the waterfowl are not disturbed.
- Dogs which demonstrate aggressive, frightening, or annoying behavior, such as barking at, or lunging at, passing vehicles or people are not suitable for walking in the Park. They will be subject to revocation of the walking privilege.
- All complaints about owners violating dog walking rules should be reported to the Office or Park Manager. If the Office or Park Manager cannot get voluntary cooperation from the non-compliant dog owner, they will recommend that the Management Committee revoke the privilege of walking the dog in the Park and/or require a menacing dog to be muzzled. Additional actions may include imposing a fine for non-compliance with the park rules.
- The Management Committee reserves the right to pursue legal remedies as they see fit, whether they have imposed fines or any other earlier penalty.

#### SPECIAL RULES REGARDING CONDUCT IN THE PARK

- 49. Loud talking, radio, television, or other disturbing noise between the hours of 10:00 p.m. and 8:00 a.m. is prohibited. Excessive noise or other nuisances are prohibited at any time.
- 50. Trespassing through other home sites is prohibited. However, the Park Manager or members of the Management Committee or Park employees may enter any exterior premises in case of emergency or for the purpose of inspecting the same and doing any work in connection with maintenance or repair. Emergency entrance into the home itself shall be by the Park Manager or members of the Committee with at least two of them present. Nothing in Rule places any obligation on the Park, the Committee, the Park Manager, Park employees or other residents to render emergency aid. Park employees will try to assist by calling the Fire or Police Departments but do not assume any obligation to do so. Any assistance from other residents is at their own risk and not that of the Park.
- 51. Residents must not have any contact with Park fuses, and electrical connections, television connections or other Park utility connections. Residents should contact the office in case of trouble. Cable television and internet service is available through the bulk account at Comcast. No television aerials or other visible antennas are allowed.
- 52. The space directly beneath the home is to be kept clean and free from refuse, rubbish, or other impediments for utility access.
- 53. Residents shall not provide food for, nor feed the swan(s), Canada Geese, ducks, migratory waterfowl, wild birds, or other animals that may be in the Park. Food for pets shall not be left outside the home. That food also attracts and supports rats and other unhealthy and undesirable vermin. Failure to conform to this rule may result in a fine.

#### **CHARGES**

- 54. The following charges will be made by the Management Committee and are due and payable within 5 days after delivery of the bill. If not paid within 10 days after delivery of the bill, a current surcharge will be added. If not paid within 30 days, Rule 6 will be applied.
  - Within the limits permitted by Law, such charges may be increased or decreased upon reasonable written notice by the Management Committee.
     Space Fee — rate as established by the Management Committee in writing.
    - Cable/Internet Service at prescribed rates. 
       Sewer Connection –
       Pass-through of City rates.
    - Water charge based upon actual use as shown by individual meter reading at rates established by the California Public Utilities Commission.
    - Reserve Fund rate as established by the MC.
    - Property Tax –based on the most recent tax bill.
    - Lake Redevelopment rate as established by the MC.
    - Loan Liabilities— rate as established by the MCC and by the terms of the loan.

#### SUMMARY: REGISTRATION, APPLICATION AND APPROVAL

- 55. The following is a summary of the matters on which the office: Park Manager or Management Committee should be contacted.
  - All complaints shall be in writing, signed and delivered to the Park Manager in a sealed envelope.
  - Use of any recreational facilities for any party or event Application and Office or Park Manager approval.
  - Overnight vacation vehicle spaces, rental, and reservation Office or Park Manager.
  - Approval for new homes Park Manager or A & L Subcommittee.
  - Notice of intent to sell home Park Office
  - Financing of homes in the park Management Committee
  - Landscape plans Park Manager and A & L Subcommittee approval.
  - Permission for more than two occupants Management Committee
  - Application and interview of new residents Management Committee
  - · Approval of temporary occupancy Management Committee
  - Registration of overnight in-house service help Park Office
  - Registration of overnight in-house service help longer than two weeks –
     Office or Park Manager
  - Permission to keep pets Office Manager
    - o Approval for pet fencing Park Manager or A & L Subcommittee
    - Termination of Tenancy for non-compliance MC

#### **ESTATE OR MOVING SALE**

- 56. Any resident wishing to hold an estate or moving sale must follow these guidelines:
  - An application must be obtained from the Park Office, completed, and returned to the office for approval ten (10) days prior to the event.
  - Sales will be allowed only upon sale of home, when the resident is moving, or
    the family or heirs have the responsibility to dispose of property to settle an
    estate. Items to be sold must all come from the home involved. No outside
    items are to be brought into the Park for sale.
  - Sales will be allowed for two (2) days only, hours from 9:00 a.m. to 4:00 p.m.

#### CANADA GEESE MANAGEMENT POLICY

- 57. The legal methods which are defined in the Fish and Wildlife Service Depredation Order\* will be used to prevent Canada Geese (GC) from nesting and/or laying eggs in the Park.
- 58. Informational notices about the Canada Geese management will be published in the Gazette as needed.
- 59. All Park residents should report nesting behavior to the Park Office when observed, and not take any action on their own to mitigate it.
- 60. The Park Manager will:
  - Disrupt CG attempts at nest building by having grounds' maintenance staff remove nesting material.
  - Apply for a Fish & Wildlife Service (FWS) "depredation order" between January 1 and June 30, naming the grounds maintenance staff assigned to disrupt nests or eggs.
  - Oversee the destruction of nests or eggs between March 1 and June 30, using methods required by the FWS. Follow this link for procedures: www.fws.gov/permits.

Report the number of nests or eggs destroyed, by month, to FWS by October 31 of the registration year, even if no nests or eggs were destroyed.

 $\circ$  \*Ref: 3-200-13: Migratory Bird-Depredation and Migratory Bird Treaty Act, 50 CFR Part 13 CFR 21.100

#### **MEMORIAL AND RECOGNITION BENCH GUIDELINES**

- 61. When a request is submitted to the Park Office, the Park Manager and A & L Subcommittee will meet to discuss the memorial / recognition request or suggestion .
  - They will work with the requestor to determine the location of the bench based on preferences and the needs of the park.
  - Plaque may be installed on the bench. Engraving and placement of the plaque will be part of the ordering and installation process.
  - The Park will manage the ordering and installation.
  - The requestor will be responsible for replacing the plaque if it is damaged or vandalized.
  - The Park will make every reasonable effort to maintain benches; however, we
    will not be responsible for acts of nature, damage, or vandalism to the
    memorial benches.

### SCHEDULE A FINES AND PENALTIES

•	BASIC FINE	\$50.
•	IF NOT PAID WHEN DUE INCREASE TO	\$100.
•	30 DAYS LATER IF NOT PAID INCREASE TO	\$150.
•	• 60 DAYS LATER IF NOT PAID INCREASE TO	\$200.
•	90 DAYS LATER IF NOT PAID INCREASE TO	\$250.
•	• 120 DAYS LATER IF NOT PAID INCREASE TO	\$300.
	COOL IC THE MANUALINA ANACHINE OF DACK	
	\$300. IS THE MAXIMUM AMOUNT OF BASIC	CFINE
•	SERIOUS FINE (Threat to safety/wellbeing*)	
•	·	\$200.
•	SERIOUS FINE (Threat to safety/wellbeing*)	\$200. \$300.
•	SERIOUS FINE (Threat to safety/wellbeing*) IF NOT PAID WHEN DUE INCREASE TO	\$200. \$300. \$400.
•	SERIOUS FINE (Threat to safety/wellbeing*)  IF NOT PAID WHEN DUE INCREASE TO	\$200. \$300. \$400. \$500.
•	SERIOUS FINE (Threat to safety/wellbeing*)  IF NOT PAID WHEN DUE INCREASE TO	\$200. \$300. \$400. \$500. \$600.

#### \$700 IS THE MAXIMUM AMOUNT OF SERIOUS FINE

PENALTIES: INCLUDES BUT NOT LIMITED TO: USE OF FACILITIES REVOKED, VEHICLE TOWING.

TERMINATION OF PARTNERSHIP, TERMINATION OF TENANCY, LEGAL ACTION

\*SERIOUS FINE INCLUDES BUT NOT LIMITED TO: DAMAGING PARK OR OTHER PARTNER'S PROPERTY, MULTIPLE SPEEDING INCIDENTS.

THREATING OR HARASSING ANOTHER RESIDENT OR VISITOR, PARK EMPLOYEE OR A FIRE HAZARD.

TWO OF MORE BASIC FINES WITHIN ONE YEAR.

ALL PENALTIES AND FINES LEFT UNPAID WILL BE ASSESSED IN ESCROW AT THE TIME OF THE SALE OF THE PARTNER'S PROPERTY OR WILL BECOME THE RESPONSIBILITY OF THE PARTNER'S HEIR(s) AND ADDED TO THE NEW PARTNER BUY IN FEE UPON THE HEIR(s) BECOMING A PARTNER.

"All fines will be added to the monthly rent statement if not paid, outright with the first notice of the fine. If the partner does not pay the fines, they accumulate on the rent statement until paid or the house is sold or inherited. When a home sells or changes hands the escrow company will contact SLP for any outstanding money due to the Park. The office manager will inform the escrow company of the unpaid rent and fines which will be deducted at time of escrow and paid to Spring Lakes Park along with the New Partner Buy in Fee. A small claims court may be pursued if the Management Committee deems it necessary.

## SCHEDULE B TIER DEFINITIONS FOR SPACE LOTS

Spring Lakes Park is made up of three tiers of space lot definitions and the space lot fee is based on each tier.

- **Tier A:** Defined by proximity to adjoining lots and has other residential or industrial buildings boarding three sides.
- **Tier B:** Defined as having lots which are larger than Tier A, has open space on one side, and/or is a corner lot.
- **Tier C:** Defined as a space on or close to one or more of the greenbelts and/or open spaces in the park.