

RESORT

RULES AND REGULATIONS

Rules and Regulations and Policies are subject to change at any time

FOR

CAMPLAND ON THE BAY®

RV RESORT

June 2021

Equal Housing Opportunity

**We do business in accordance with
the Federal Fair Housing Law**



**It is illegal to discriminate against any person
because of race, color, religion, sex, gender, gender identity or gender expression,
handicap/disability, familial status, ancestry, national origin, or inclusion in any protected classification.**

CAMPLAND ON THE BAY®

2211 Pacific Beach Drive

San Diego, CA 92109

RESORT RULES & REGULATIONS AND POLICIES

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Campland On the Bay[®] ("Campland" or "Resort") is a Recreational Vehicle Park under the California Recreational Vehicle Park Occupancy Law (California Civil Code, Sections 799.20 et seq.) ("RV Park Occupancy Law"). Our Rules and Regulations are for everyone's benefit. Thank you for your cooperation. **Failure to comply with these Rules and Regulations may result in removal of your party from the Resort without refund.** All Rules and Regulations and Policies are subject to change at any time.

These Rules and Regulations have been developed as a basis for good relations within Campland. Because Campland is a RV resort, it has unique conditions which must be recognized and dealt with in a fair and reasonable manner and applied and complied with on an impartial basis. The spirit behind these rules and regulations is in the **Golden Rule: "Do unto others as you would have others do unto you."** We trust we will have your complete cooperation not only to keep Campland's standards high and to maintain a happy and friendly atmosphere, but also to assure each user a maximum of convenience and comfort. Campers (and their guests) will not do anything to unreasonably adversely affect other Campers, their guests, Resort Management or the Owner.

The following Rules and Regulations (and Policies) are a part of your Registration Agreement. Please read the Rules and Regulations carefully and keep them on file as they constitute a binding agreement between you and Campland. Furthermore, these Rules and Regulations will apply to any legal owner, registered owner, junior lienholder, heir, joint tenant, or personal representative of the estate of a Camper or any other person or party who gains ownership of Camper's RV pursuant to the "RV Park Occupancy Law or other applicable California law. Resort's Management will interpret and enforce these Rules and Regulations in a reasonable manner.

DEFINITIONS:

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

- A. "Camper" means an RV Camper and a Tent Camper and includes an Occupant and a Tenant.
- B. "Campsite" means the Tent Campsite or the RV Campsite rented to a Camper by Owner and the Resort.
- C. "Guests" includes all of a Camper's companions, agents, employees, persons sharing the Campsite (including members of a Camper's immediate family) or invitees, permittees or licensees or other persons in the Resort or on the Campsite at the invitation, request or tolerance of Camper. Guests may be the registered Camper's Guests or "Guests" of other registered Campers or invitees of Resort Management.
- D. "Hospitality Ranger" means the employees of Campland and/or Resort Management who are vested with the legal right and authority to enforce the Rules and Regulations on behalf of Resort Management.
- E. "Occupant" is an owner or operator of an RV or the registered camper for a Tent Lot who lawfully occupies a Campsite for 30 consecutive days or less pursuant to a Registration Agreement.
- F. "Owner" includes, but it is not limited to, the owner of the Resort (including the owner's members, managers, representatives, officers, employees, and agents), Hospitality Rangers and Resort Management.
- G. "Recreational Vehicle Park Occupancy Law" or "RV Park Occupancy Law" means the most current version of the California Civil Code §§ 799.20 through 799.79 and as may amended from time to time.
- H. "Resort" means CAMPLAND ON THE BAY[®].
- I. "Resort Management" means Terra Vista Management, Inc., the property manager of the Resort.
- J. "Resort Management's approval" or "approval of Resort Management," "Resort Management's consent" or "consent of Resort Management" or other similar terms as used in these Rules and Regulations or in other documents referred to in these Rules and Regulations, means that the Resort Management's prior written approval

must have been obtained by Camper before Camper proceeds with any such action requiring Resort Management's approval or consent. If Resort Management's prior written approval is required, Camper shall submit a written request to Resort Management which describes the action Camper proposes to take and requests Resort Management to give prior written approval.

K. "RV" means a recreational vehicle as defined by the California Health Safety Code § 18010 which includes a motor home, travel trailer, trailer coach, truck camper, camping trailer or park trailer. Note: Park Trailers/Park Models/Tiny Homes, buses or vans (including converted buses or vans, unless the converted vehicle complies with ANSI codes and/or displays a RIVA sticker) are not permitted in the Resort.

L. "RV Camper" means an Occupant or Tenant who is occupying a RV Campsite in a RV.

M. "RV Campsite" means a lot in Campland reserved for RV Campers. The boundaries of the real property rented to a RV Camper are the lot lines reflected by the physical stakes and markings of the RV Campsite as they exist at the time the Registration Agreement is/was entered into. **PLEASE NOTE:** The upper boundaries of the Campsite used for an RV end at the top of the roofline of the Camper's RV. The rental of the RV Campsite does not include any right or easement for *light or view* or to erect anything higher than the roofline of the RV.

N. "Tent" has the same meaning as in Section 18862.49 of the Health & Safety Code.

O. "Tent Camper" means an Occupant or Tenant who is occupying a Tent Campsite in a Tent.

P. "Tent Campsite" means a lot in Campland specifically reserved for a Tent Camper. The boundaries of the real property rented to a Tent Camper are the lot lines reflected by the physical stakes and markings of the Tent Campsite as they exist at the time the registration agreement is/was entered into. **PLEASE NOTE:** The upper boundary of the Tent Campsite is thirteen feet from ground level. The rental of the Tent Campsite does not include any right or easement for *light or view* or to erect anything higher than thirteen feet from ground level.

Q. "Tenant" or "Extended Stay Camper" is a camper occupying a RV who lawfully occupies a Campsite for more than 30 consecutive days pursuant to a Registration Agreement.

RV STANDARDS: All incoming RVs must be pre-approved by Resort Management. Any non-conforming/unapproved RV will not be allowed in Campland. See additional "RV Standards and Campsite Conduct Policies" attached to and incorporated into these Rules and Regulations. **PLEASE NOTE:** Park Trailers/Park Models/Tiny Homes, buses or vans (including converted buses or vans, unless the converted vehicle complies with ANSI codes and/or displays a RIVA sticker) are not permitted in the Resort.

HOSPITALITY RANGERS are available to assist you 24 hours a day. If you need assistance please feel free to stop a Hospitality Ranger or call 858-581-4219 or pick up any House Phone located at the A, C, D, F, G, I, M, and N bathrooms. Hospitality Rangers represent the Resort Management and are vested with the legal right and authority to enforce the Rules and Regulations on behalf of Owner and Resort Management. Hospitality Rangers are not police. **AT ALL TIMES, CAMPER IS RESPONSIBLE FOR HIS OR HER (AND CAMPER'S GUEST'S) OWN PROPERTY AND SAFETY.** If at any time Camper (a Guest or anyone in Camper's party) feels threatened or in danger, Camper (or such person) should immediately call 911, and then notify a Hospitality Ranger. At all times, Hospitality Rangers must be treated with dignity and respect by Campers and Guests. For efficiencies, all complaints (except in an urgent situation) should be in writing and signed by the person making the complaint and dropped off at the Office during posted business hours.

CAMPLAND IS NOT RESPONSIBLE FOR THE SAFETY OF YOUR PROPERTY! CAMPLAND IS NOT A SECURE FACILITY. THE HOSPITALITY RANGERS ARE NOT THE POLICE. PROTECT YOURSELF, YOUR GUESTS AND YOUR AND THEIR VALUABLES AT ALL TIMES. IN CASE OF EMERGENCY, CALL 911, AND THEN REPORT THE EMERGENCY TO A HOSPITALITY RANGER.

WARNING: Security cameras and audio recordings are in use in common areas of the Resort, this includes the Ranger gate, Market, Cantina, Ice Cream Parlor, Game Rooms, Front Desk, Storage areas, Marina, Maintenance building, Administration office, swimming pool area, and Resort fences/boundaries.

PLEASE LOCK YOUR VALUABLES AND BICYCLES!

Unattended bicycles should be locked at all times. Coolers, refrigerators, cabinets etc., containing alcoholic beverages or other regulated substances should be supervised by an adult or locked. Protect your valuables. Lock unattended camping equipment in your vehicle whenever possible.

CHECK-OUT TIME IS 12 NOON. CHECK-IN TIME IS 2 PM

We may grant late check-outs, based on availability, during the winter season only. Please ask at the Registration Desk prior to 10 a.m. on the morning of your departure. All of Camper's and Guests' personal property must be removed upon leaving the Campsite. Vehicles and belongings left at the Campsite after check-out time are subject to removal and charges, at Camper's expense, in accordance with applicable law.

RIGHT TO REQUIRE CAMPER TO MOVE FROM CAMPSITE WHEN IMMINENT DANGER PRESENT

Campland may require a Camper to move from one Campsite to another Campsite within Campland if an imminent danger is present as determined by the Hospitality Rangers or Resort Management as provided in California Civil Code Section 1867.

LATE ARRIVALS (AFTER 10 PM) must restrict noise. You may be allowed to do a basic hookup on your Campsite. For some Sites or rigs, you may not be allowed on the Site until 8 am. We will provide alternate (no hookup) parking if available.

QUIET HOURS are from 11 PM to 8 AM Please turn off TVs and amplified sound, and lower voices to a whisper to allow your neighbors a good night's rest. Generators are not allowed; the only exception is in the "Dry I Section" between 8:00 AM and 10:00 PM. At Resort Management's discretion, music between 8 AM and 11 PM must be at a volume that does not disturb other guests. Music language must be clean and radio friendly. Listen for our Quite-Time-Bell on Summer Nights. Your cooperation is appreciated.

PUBLIC BEACH ACCESS AND PARKING: The Resort is on property leased from the City of San Diego within Mission Bay Park and lies within the California coastal zone. The public has access to the adjacent public beach and waterfront and to complimentary parking in designated spaces within the parking area used primarily for RV/boat storage lot near the entrance to Campland, which is subject to City parking regulations.

CAMPER'S GUESTS: Guests are only allowed in the Resort from 8 AM to 10 PM. Guests may be charged a fee for attending special events. Guests are the responsibility of the registered Camper(s). Guests who would like to stay overnight must register with the front desk by 8 PM, subject to Campsite occupancy limits. No overnight Guests are allowed without the consent of Resort Management or Hospitality Rangers.

GUEST PARKING (Subject to availability.) Guests must park in the "visitor parking area", near the Hospitality Ranger booth, or in a staff directed parking area. A fee may be charged at the discretion of Resort Management, other than for those using the complimentary public beach parking. All visitors must vacate the property by 10 PM or register at the Front Desk before 8 PM for overnight stay with a registered Camper. (Subject to Campsite occupancy limits and available parking.) Car Passes are required.

THE RESORT AFTER DARK: For your safety, security, and comfort, please carry and use a flashlight after dark, and please return to your Campsite by 11:00 PM. **ALWAYS CARRY AND USE A FLASHLIGHT AFTER DARK!**

ALCOHOL AND INTOXICATING SUBSTANCES (INCLUDING MARIJUANA) are to be consumed in responsible quantities in accordance with legal age restrictions. Alcohol drinking games such as beer pong or any other excessive drinking games are not permitted. Campers and Guests may not be intoxicated (by alcohol or other substance) in the public areas or while operating any vehicle. All alcohol containing beverages and intoxicating substances (including marijuana) and medication or other drugs are to be maintained in secured containers that are not accessible to minors or others who are not permitted users. It is the responsibility of the Camper to supervise the storage of these substances.

ACCESSIBILITY. The Resort has many accessible Campsites and some ADA accessible restrooms (3 men's and 3 women's accessible toilets and 2 men's and 2 women's accessible showers), as indicated on the Resort Map; and, subject to availability, portable accessible restrooms can be placed on or near your Campsite upon request (see "Helpful Information" in the Resort Services Directory). All guest related offices, such as Registration, Administration/Receptionist, Guest Relations/Head Ranger and Reservations offices are ADA accessible as are sidewalks and connections of sidewalks to streets. Campland strives to accommodate Campers and Guests requiring accommodations and encourages feedback regarding any access issues. The Resort's Reasonable Accommodation Policy is attached to and incorporated into these Rules and Regulations.

SUBLEASING is not allowed and the Camper's interest in a Campsite may not be assigned.

PETS** Please use the designated Dog Walk Areas. Pet owners are responsible for their pets and must pick up after their pets in all areas of the Resort. You must be able to control your pet at all times. Pets must be leashed at all times (except in Dog Wood Park, where dogs may be taken at Camper's own risk. Leashes must be no longer than 6 feet (including retractable leashes). **Pets cannot be left unattended anywhere in the Resort, other than inside an RV (and then only if it does not cause a disturbance or health risk to the pet). Any pet left unattended (other than in a RV) may be impounded at the Camper's sole expense.** The maximum number of pets per Campsite for a Daily/Weekly Camper is three (3). For Extended Stay, the maximum number of pets allowed is two (2), however in the Primitive Section only one (1) pet is allowed. If a Camper's pet causes a disturbance anywhere in Campland, the offending pet may be required to leave Campland. Camper shall be responsible for their and their Guests' pets and any injury or damage the pet(s) cause. The Resort is not responsible for injuries caused by pets or service animals in the Resort. Except for service animals under Civil Code § 54.1, pets are not allowed on the public beach. **

**Please see the attached Pet Policies which are incorporated into these Rules and Regulations.

WHEELED-TRANSPORT POLICY

(GOLF CARTS, SKATEBOARDS, ROLLERBLADES, SKATES, ETC.): Driving or riding anything with wheels is at the rider's sole risk, and responsibility, and must be operated in a safe and responsible manner. Drivers of golf carts and street-legal vehicles must have a valid driver's license and appropriate insurance for the vehicle and its operation. Such insurance must include debris removal up to \$20,000.00.

Campers are responsible for the actions of their Guests including family members. Wheeled transport can be ridden on asphalt roads **ONLY**. Wheeled transport (other than wheelchairs or other equipment for disabilities) is prohibited in buildings, on sidewalks, walkways, and curbs. Exhibitionist maneuvers, tricks and other techniques (i.e., riding against curbs, "railing," etc.) are prohibited. Courtesy and awareness are required at all times. **Riders who do not comply with this policy may be asked to park (or stow) their wheeled-transport and not drive or use it in the Resort, or, as is the case with any failure to comply with the Rules and Regulations, they may be required to leave the Resort, without refund.** Campland recommends wearing appropriate protective gear such as helmets, wrist pads, and kneepads. Any nighttime riding or skating requires a forward projecting light and rear reflectors.

No commercial solicitation signage or banner may be posted on any wheeled-transport used within the Resort. Failure to comply with this policy (such as by removing or covering the signage/banner) will result in the Camper being required to remove the wheeled transport from the Resort.

THE MAXIMUM SPEED LIMIT IN THE RESORT IS 5 MPH for **ALL** wheeled vehicles, including bikes, skateboards, rollerblades, golf carts, scooters and the like. Please be extremely cautious about driving anywhere in the Resort. Lights and reflectors are required for **ALL** wheeled vehicles operated after dusk.

GAS-POWERED skateboards, go-peds or similar vehicles are not allowed in the Resort. No gas-powered remote-control toys, cars or trucks. No ATVs, or Rhinos, Polaris, or similar vehicles are allowed (licensed or unlicensed).

WASHING OF VEHICLES & BOATS in the Resort is NOT permitted at your Campsite, on any grass area, or on the pavement, with the exception of approved detailing and washing vendors in or designated locations. Campers may use the Marina boat wash area to **RINSE the registered RV - NO SOAP**, please. Campland is next door to an ecologically sensitive wildlife refuge. In the interest of helping to protect wildlife and the surrounding environment, the use of soap or other cleaning products to wash vehicles and boats is strictly prohibited.

ALL VEHICLES & TRAILERS in the Resort must have a valid Vehicle Pass. The number of vehicles permitted on a Campsite is two (2) (which includes the sleeping vehicle and a passenger vehicle), although there can be one (1) additional vehicle (beyond the two (2)), for a daily fee; except that the maximum in the Primitive Tent section is one (1) vehicle. All gas-powered vehicles other than golf carts must be street legal. All golf carts must be **QUIET with no excessive smoke or exhaust** and operated by a licensed driver. All Gas-powered and Electric golf carts must be shut down by 10 PM. All boat trailers must be parked either on your Campsite or in a designated area, with a valid Vehicle Pass. Please do not block or occupy any other site than the one you rented. If you have parking problems, contact a Hospitality Ranger or the Registration Office. **Vehicles parked in unauthorized areas or blocking sites will be towed at the vehicle owner's expense or charged the daily rate for the illegally occupied Campsite.**

ONLY ONE SLEEPING VEHICLE allowed per Campsite. Example: only 1 RV/Motor Home, Trailer, 5th Wheel, Tent Trailer, Truck Camper, or a vehicle designed for camping with beds, which is approved by Resort Management. Campland

requires the use of a sleeping vehicle or Tent. Note: Park Trailers/Park Models/Tiny Homes, buses or vans (including converted buses or vans, unless the converted vehicle complies with ANSI codes and/or displays a RIVA sticker) are not permitted in the Resort. **You may not sleep in a passenger vehicle, utility trailer or truck bed without an installed pop-up tent or under the stars.**

TRUCK CAMPERS & SHELLS must not be removed from their vehicles.

TRAILERS AND 5TH WHEELS MUST BE BACKED INTO A SITE. Hitches must face the street. In certain limited circumstances, Resort Management may approve a trailer (but not a 5th wheel) to be installed with the hitch facing the back of the Campsite, but only if the trailer is from an approved rental company which provides the dolly equipment needed for loading and unloading the trailer. Resort Management may have additional requirements as a condition of permitting hitches to face the back of the Campsite, or Resort Management may decline (in its discretion) to approve such request.

NO WORK PERFORMED WITHIN THE RESORT. Campers and Guests (and their agents) are not permitted to perform any remodeling, mechanical or other repairs within the Resort. **NO NOISY TOOLS.**

TENTS may not be staked on asphalt and **NO TENTS ON GRASS AREAS! The sprinkler system will come on during the night in all grass areas. Maximum stay in a Tent is 14 days or 7 days in Campland's Primitive Section, in any 6 Month period. No carpets on the grassy areas.**

PLEASE KEEP YOUR SITE CLEAN: Sheds are not allowed on Campsites. Clotheslines can be hazardous and therefore are not permitted. Please do not tie anything to the trees, fences or windbreaks. Storage of anything beneath, behind or on the outside of the RV or Tent is prohibited and, in the case of an RV, a violation of the California Code of Regulations, Title 25. This includes, but is not limited to, storage of boxes, trunks, piping, bottles, garden tools, mops, ladders, paint cans or any other item which is unsightly in appearance.

SEWER AND WATER SYSTEMS AND CONNECTIONS: All fittings and connections must be WATERTIGHT and meet City and County of San Diego health codes and State law. Sewer connections must be by rigid piping with a sewer donut (or sewer ring) or a screw-type connector. All Campers and Guests are required to observe city health codes with reference to wastewater. All wastewater, which includes sewage and gray water, must be handled by watertight/airtight systems. Sewer hoses must not leak and must have watertight/airtight connections at both ends. Holding tanks, valves and plumbing must not leak. Sewer water and gray water (including sink water) must never be dumped on the ground nor drained into buckets. Dump stations are available, if needed (see below). No material (other than human waste and toilet tissue) shall be disposed of into the sewer system. Do not dispose of grease into the sewer system. All feminine products and other items shall be disposed of separately. No rocks, dirt or other objects shall ever be inserted into the sewer system. No non-biodegradable toxic chemicals, such as formaldehyde may be used in RVs, such as to control odors.

CONDUCT:

a) Actions by any person of any nature which may be dangerous or may create a health or safety risk or disturb others or damage the property of others are not permitted. This includes, but is not limited to, any unusual, disturbing or excessive noise, intoxication, quarreling, threatening, fighting, immoral or illegal conduct, profanity, or rude, boisterous, objectionable or abusive language or conduct. The use or display of any weapon, including, but not limited to, a bow and/or arrow, BB guns, knives, fireworks and guns/firearms, is expressly forbidden. Persons under the influence of alcohol or any other substance shall not be permitted in any area of the Resort which is generally open to Campers and Guests. Campers and Guests shall not interfere with the operations of the Resort or the employees of Resort Management. Campers and Guests shall not use profanity or rude, boisterous, objectionable or abusive language or conduct in their interaction with Resort Management.

b) Radios, iPods, MP3 players, Smart Phones, external speakers, televisions, record players, musical instruments and other similar electronic or sound devices must be used so as not to disturb others. Headsets are recommended. "Ham" or "CB" radios or other radio transmitters may not be operated in the Resort.

c) Campers and Camper's Guests shall not encroach or trespass on any other Camper's Campsite or upon any area which is not open for general use by Campers and Guests. All Resort property which is not for the use of Campers and Guests, including, but not limited to, gas, electric, water and sewer connections (other than at the

Camper's Campsite) and other equipment connected with utility services and tools and equipment of Resort Management, shall not be used, tampered with or interfered with in any way by Campers or Guests.

d) Campers and Guests must be quiet and orderly and comply with the Resort Rules and Regulations (and Policies). Campers must acquaint all Guests with the Resort's Rules and Regulations.

e) Except for barbecues approved for use by Resort Management or fireplaces/fire rings/fire pits (as noted below) and other appliances installed in approved RVs, no fires are permitted on Campsites, except as allowed in the section below entitled "FIRES."

f) The violation of any law or ordinance of the city, county, state or federal government is prohibited. Resort Management may prohibit acts or demeanor which would place the Resort Management in violation of any law or ordinance.

g) Campers are responsible for the actions and conduct of Camper, Camper's Guests and all other occupants of the Campsite and their invitees to the Resort. Such responsibility shall include, but not be limited to, financial responsibility for any injury, death or damage to any person or property, and any breakage, damage, destruction, and vandalism of the Resort's facilities, common areas and other property.

h) RVs, Tents and the Campsites shall be used only for camping purposes and no business or commercial activity of any nature shall be conducted there. This prohibition applies to any commercial or business activity.

i) Drones are not allowed to be flown by Campers or Guests in the Resort under any circumstances.

j) Campland bulletin boards may be used by Camper for no longer than seven (7) days to advertise the sale of a specific item or items.

k) "Patio sales," "moving sales," and "yard sales" are expressly prohibited.

FIRES are permitted in fire rings and Resort Management approved portable fire pits only. One fire ring allowed per Campsite. Dispose of hot charcoal briquettes or ashes in fire rings or Hot Coal Containers. Do not use the trash containers for this purpose. Do not stack fire rings or remove them from other Campsites. Please warn your Guests about the dangers of playing on or around the fire rings. Stacking of pallets for bonfires is prohibited. The flames may not exceed 12 inches above the fire rings. **No fire rings on grass or asphalt. NEVER LEAVE A FIRE UNATTENDED! The Resort is not responsible for any injuries caused by Camper or Camper's Guest's use of Fire Rings or Fire Pits. USE AT YOUR OWN RISK.**

Fire Extinguishers are located throughout the Resort, as noted on the Resort Map in the Resort Services Directory.

FIREWORKS and firearms of any kind are prohibited at Campland.

DUMP STATIONS AND HAZARDOUS MATERIALS. Dump stations are located at the "A" and "F" section restrooms for your convenience. Please, no dumping after 9 PM. No hazardous substances may be dumped into the dump stations. Campers may not store hazardous substances on the Campsite, except those customarily used for normal household purposes (and then only in quantities reasonably necessary for normal household purposes) which shall be properly stored within the RV or another vehicle (not in Tents). At no time shall any hazardous or toxic materials be spilled, released or discharged at the Resort, other than in compliance with all applicable laws. Any damage caused to the Resort's dump stations or to the environment due to Camper's or Guests actions, including dumping hazardous substances, will be Camper's sole responsibility.

WATERFRONT/BEACH. CAMPERS AND GUESTS USING THE WATERFRONT AND BEACH AREAS IN MISSION BAY DO SO AT THEIR OWN RISK, FULLY ASSUMING THE RISKS; AND THE RESORT HAS NO LIABILITY FOR ANY INJURY OR DAMAGE ARISING FROM THE ACCESS OR USE OF THOSE AREAS. CAMPERS AND GUESTS SHOULD USE AUTHORIZED PATHWAYS. CERTAIN AREAS OUTSIDE THE AUTHORIZED PATHWAYS CONTAIN DIFFICULT OR DANGEROUS TERRAIN AND APPROPRIATE FOOTWEAR AND CAUTION SHOULD BE USED.

WILDLIFE is protected in California and at Campland. We border the Kendall Frost Wildlife Preserve. The animals may be admired, but not handled or fed. It is a felony to harm, harass, or disturb wildlife and is subject to a \$20,000 fine and/or imprisonment. (SEC. 597 CA STATE PENAL CODE). **DO NOT FEED THE DUCKS, STRAY CATS, OR WILDLIFE.** Also, please drive carefully and yield to wildlife. Campland is not responsible for injuries due to encounters with wildlife.

PHOTOGRAPHS, RECORDINGS, PUBLICITY RIGHTS and PRIVACY POLICY: You may appear in audio, visual, and/or audiovisual media recordings and images of Terra Vista Management, Inc./Campland on the Bay® and related promotional or documentary materials by Campland on the Bay® and Terra Vista Management, Inc. By entering the Resort, you agree to your appearance and the appearance of your Guests in such recordings, images, and materials, and you irrevocably and in perpetuity waive any publicity rights or other rights you may have, including copyright, in such recordings, images, and materials, you unconditionally consent to the use of such recordings, images and materials for any purpose worldwide including commercial purposes without any compensation to you. Those uses may include, without limitation, transcription, modification, reproduction, public display, printing, uploading to websites, distribution, broadcast, and transmission in any form. You release Owner, Campland on the Bay®, Terra Vista Management, Inc. and their affiliates from, and waive, any claims related to the making and/or use of any such images, recordings, and materials. Photography, videotaping or recording by Campers or their Guests for commercial purposes must be pre-approved by Resort Management.

PRIVACY POLICY and TERMS OF USE FOR CAMPLAND ON THE BAY® WEBSITE are available by clicking the respective link on the website: www.campland.com (at the bottom of the page) and the Privacy Policy is attached and is part of these Rules and Regulations. Use of the website constitutes acceptance of both the Privacy Policy and the Terms of Use.

EXTENDED STAY (MORE THAN 30 CONSECUTIVE DAYS). Extended stay status (meaning more than 30 consecutive days) will not be granted to those whose primary mode of camping is a Tent. Orientation is required within the first week of an Extended- Stay. Sign up at the Registration Desk to attend the orientation. There are additional rules and regulations which apply for Extended Stays, which are attached and incorporated into these Rules and Regulations. Extended Stays must be approved by Resort Management. Current proof of RV registration and insurance are mandatory for Extended Stays; please bring them with you for registration. All Campers must move out for at least 24 hours every 90 days (or 30 days in the summer). No stay may be for nine months or more, even non-consecutively, in any given calendar year.

WI-FI. Camper use of the WI-FI is conditioned upon Camper and Guests agreeing to and abiding by the WIFI Terms & Conditions of Use when logging in to the WI-FI.

CAMPER MAIL. Only registered Camper's (or registered Guest's) mail will be accepted for delivery. The Resort does not hold mail for arrival. Mail and Packages must be picked up promptly. All other mail for non-registered recipient(s), or if the party has departed before the mail/package is retrieved, it will be returned to sender.

SERVICES: CAMPERS AND GUESTS USING THE CAMPLAND (AND/OR MISSION BAY RV RESORT) AMENITIES AND SERVICES DO SO AT THEIR OWN RISK, FULLY ASSUMING THE RISKS; AND THE RESORT HAS NO LIABILITY FOR ANY INJURY OR DAMAGE ARISING FROM THE USE OF THE SERVICES, INCLUDING WITHOUT LIMITATION THE SHUTTLE BUS, SKATEBOARD PARK, DOGWOOD PARK, BEACH AREA, POOLS, RENTAL EQUIPMENT, LAUNDROMAT, RECREATION ACTIVITIES, PING PONG, HORSESHOES, GAME ROOM, ETC.

SOCIAL MEDIA: We know that Campers and Guests often use social media to share their experiences and the Resort encourages such posting and tagging @CamplandUSA. However, everyone should respect the privacy rights of others.

SOLICITATION AND POLITICAL SIGNAGE: Solicitation is strictly prohibited at Campland on the Bay®. Without limiting the prior sentence, the following activities are not allowed: the advertising of and/or the sale of goods or services or the display of goods or services for sale, the distribution of printed or recorded materials of any kind, engaging with other Campers or their Guests or impeding the operations of the Resort while impersonating an employee, staff or authorized personnel of Resort Management. Unauthorized events and demonstrations or usage of flags and banners for

“commercial purposes” or to incite a crowd, photography, videotaping or recording of any kind by Campers or their Guests for commercial purposes are not allowed. Political signage is discouraged. Any political signage (including banners or flags) shall be limited to 8½ inches by 11 inches, and shall not include any profanity. The distribution by Campers or their Guests of throw-away newspapers or handbills, door-to-door selling, and door-to-door solicitation are not permitted without Resort Management’s consent. All salespeople wishing a direct arrangement with and for a specific camper must make individual appointments with the Camper or Guest concerned or interested, prior to entering the Resort.

EMERGENCY EVACUATION ROUTES AND PREPAREDNESS: The Resort Services Directory contains information on Evacuation Routes and Emergency Preparedness. The County of San Diego has a regional notification system to send telephone notifications within San Diego County. If you have a cellular telephone and would like to be notified, you must register your cell phone numbers and/or email address for use by the County Notification system. You may use Campland’s address for this notification during your stay. 2211 Pacific Beach Drive, San Diego, CA 92109. Website: <http://www.sdcounty.ca.gov/oes/ready/signup.html>.

PROPOSITION 65 WARNING:



WARNING: Campers and Guests are advised that the Resort is not a smoke free area. In addition, there are other chemicals that exist on the property. Being on the property, including the common areas in and around the Resort may expose Campers and Guests to chemicals, which include, but are not limited to, tobacco, smoke, lead and lead components, asbestos, carbon monoxide and gasoline components, all of which chemicals are known to the State of California to cause cancer, birth defects and/or reproductive toxicity and for which warnings are now required. For more information on the Proposition 65 and its list of chemicals, Campers and Guests may contact OEHHA at (916) 445-6900, or go to www.P65Warnings.ca.gov or visit <http://www.oehha.ca.gov/prop65.html>.

AMENDMENT AND INTERPRETATION: Owner and Resort Management reserve all rights to amend, revise, and add to these Rules and Regulations (and Policies) at any time. Determinations made in enforcing or interpreting these Rules and Regulations (and Policies) are in the sole discretion of Resort Management.

ATTACHMENTS, which are incorporated by this reference: Pet Policies; Reasonable Accommodation Policy; RV Standards and Campsite Conduct Policies; Privacy Policy; and Extended Stay Rules and Regulations.

CAMPLAND ON THE BAY® PET POLICIES

Rules and Regulations and Policies are subject to change at any time

June 2021

A. Written Approval of Resort Management needed to keep a house pet in the Resort. Only approved house pets are permitted in the Resort. A house pet is a pet that spends its primary existence within the RV or Tent. Resort Management reserves the right to deny a Camper a pet if a proposed pet would pose a threat to the health and safety of Campers or Guests. The maximum number of pets per Campsite for a Daily/Weekly Camper is three (3). For Extended Stay Campers, the maximum number of pets allowed is two (2) and in the Primitive Section, only one (1) pet is allowed. All pets must be registered, prior to being allowed in the Resort, to determine whether the pet is vicious or a restricted breed.

- i. The types of pets permitted are: a domesticated bird, cat, dog, or aquatic animal kept within an aquarium. Upon request of Resort Management, all dogs must be presented to the Resort Management for approval. Vicious dogs are expressly prohibited. Except for guide dogs, signal dogs, and other service dogs as defined by Civil Code § 54.1, Pit Bulls, Staffordshire and Bull Terriers, American Bullies and Bulldogs, Rottweilers, Doberman Pinschers, Wolf Hybrids, Mastiffs and other aggressive breeds, and mixed breeds of the foregoing breeds, are expressly prohibited. If you are unsure whether your dog falls within this prohibition, please call 858-581-4219 prior to your visit. The breed prohibition is based upon the Resort's more than four decades of experience. Please Note: Pet owners must have liability insurance to cover any injury or damage caused by their pets or service animals (and must provide evidence of such insurance if requested).
- ii. Non-house pets (including farm animals) are prohibited under any circumstances. Strange and most exotic pets are not permitted. If you intend to bring an exotic pet, please check with resort Management prior to arrival.
- iii. Animals prohibited by City Codes are prohibited in the Resort.
- iv. After Camper commences occupancy in the Resort, a pet may not be acquired and brought into the Resort without express permission from Resort Management. Resort Management must approve all dogs before Camper's registration is approved (or occupancy commences) and/or, if a pet is acquired after registration, prior to such pet being brought into the Resort.
- v. If a pet is lost or dies, written permission to bring a new pet into the Resort must first be obtained from Resort Management.
- vi. If any of the rules/policies regarding pets is violated, and such violation is noted by Resort Management or a valid complaint is made by another Camper or Guest, the Camper who owns the pet or whose Guest owns the pet will receive a notice in writing stating that the right to keep such pet within the Resort is terminated.

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

- i. Each pet must be licensed and inoculated in accordance with San Diego County and City of San Diego laws and regulations. Evidence of licensing and inoculation

must be provided to Resort Management within seven (7) days of receipt of written request for such information (and prior to the pet's admission to the Resort).

- ii. Pets must be on a leash not to exceed 6 feet (including retractable leashes) when not inside the RV or Tent. Any pet that is not able to be leashed (such as birds or aquatic animals) shall be in an appropriate cage or tank.
- iii. Any pet running loose in the Resort will be subject to collection by Animal Control. Recurring violations of the leash/containment rule will lead to the loss of the privilege to maintain a pet in the Resort and the pet will have to leave Campland.
- iv. Other than guide dogs, signal dogs and other service dogs as defined by Civil Code § 54.1, pets will not be allowed in the clubhouse, on the beach or any recreational area at any time. Please be aware that City Codes may have additional prohibitions respecting pets on or near the public beach area.
- v. Pets may not cause any disturbance which might annoy neighbors, including, but not limited to, barking, growling, whining, meowing, scratching, biting or any other unusual noises or damage. Under no circumstance is a pet to invade the privacy of anyone's Campsite, flower beds, shrubs, etc. Pet owners are responsible at all times for their pets, including injury, damage, destruction, and annoyances to other Campers and Guests; and the Resort and Resort Management shall not be liable for any loss, damage or injury of any kind whatsoever caused by a pet.
- vi. Exterior pet housing is permitted in the Resort with Resort Management's approval and shall not exceed 3 feet in height.
- vii. Feeding of other people's pets (without express permission) or of stray cats, other animals or wildlife is prohibited.
- viii. The tying up or placing of pets outside the RV and leaving them there unattended is prohibited.
- ix. The conduct rules set in these "pet" policies apply to all guide dogs, signal dogs and other service dogs as defined by Civil Code § 54.1, as well.
- x. Any dogs or other pets prohibited by these rules which were in the Resort prior to these rules becoming effective are "grandfathered-in" and need not be removed from the Resort. However, if such pet or animal dies, then Camper must comply with these Pet Rules before obtaining a new pet or animal.
- xi. Use of the "Dogwood" dog park is at the Camper's and dog owner's risk and Resort Management has no responsibility for the condition of the dog park. Resort Management reserves the right to close the dog park at any time.

CAMPLAND ON THE BAY®

2211 Pacific Beach Drive
San Diego, CA 92109

Equal Housing Opportunity

**We do business in accordance with
the Federal Fair Housing Law**



**It is illegal to discriminate against any person
because of race, color, religion, sex, gender, gender identity or gender
expression, handicap/disability, familial status, ancestry, national origin,
or inclusion in any protected classification.**

REASONABLE ACCOMMODATION POLICY

IT IS THE POLICY OF CAMPLAND ON THE BAY® (“RESORT”) TO COMPLY WITH ALL APPLICABLE FAIR HOUSING LAWS AT ALL TIMES. ALL OWNERS, MANAGERS, EMPLOYEES, AND AGENTS OF THE RESORT ARE LEGALLY PROHIBITED AND FORBIDDEN BY THE RESORT FROM HARASSING OR OTHERWISE DISCRIMINATING AGAINST ANYONE WITH RESPECT TO ANY ASPECT OF RENTING HOUSING BECAUSE OF RACE, COLOR, RELIGION, FAMILIAL STATUS, ANCESTRY, NATIONAL ORIGIN, SEX, GENDER, GENDER IDENTITY OR GENDER EXPRESSION, DISABILITY / HANDICAP, NEED FOR REASONABLE ACCOMMODATION OR EXERCISE OF ANY OTHER PROTECTED RIGHTS UNDER FEDERAL FAIR HOUSING ACT (“FHA”) OR CALIFORNIA STATE LAW. TENANTS/OCCUPANTS¹ OF THE RESORT, PERSONS ASSOCIATED WITH THE TENANTS/OCCUPANTS AND PROSPECTIVE TENANTS/OCCUPANTS HAVE THE RIGHT NOT TO BE WRONGFULLY DISCRIMINATED AGAINST OR HARASSED. ANY OWNER, MANAGER, EMPLOYEE OR AGENT OF MANAGEMENT WHO DOES NOT COMPLY WITH THIS FAIR HOUSING POLICY COULD BE SUBJECT TO DISCIPLINARY ACTION, TERMINATION OF EMPLOYMENT, AND/OR SANCTIONS BY A COURT OF LAW.

¹ Tenant and Occupant are defined by the California Recreational Vehicle Occupancy Law, California Civil Code § 799.20 et seq.

A Tenant/Occupant, a person associated with a Tenant/Occupant (such as a guest or household member) and Prospective Tenants/Occupants are entitled to a reasonable accommodation based on a disability with respect to the Resort's rules, regulations, practices, standards, policies and services, under the requirements of the FHA, as administered and enforced by the U.S. Department of Justice and the US Department of Housing and Urban Development ("HUD") and the California Civil Code Section § 54.1 et seq., as administered and enforced by the California Department of Fair Employment and Housing ("DFEH") and the California Attorney General's Office, when the reasonable accommodation is needed because of disability (handicap). If the accommodation is needed because of disability, and is reasonable, it must be granted. An accommodation is reasonable when it does not create an undue financial or administrative burden and does not fundamentally change the housing services offered. When a tenant/occupant, a person associated with a tenant/occupant (such as a guest or household member) or a prospective tenant/occupant receives a reasonable accommodation, the regular rules, regulations, practices, standards, policies, and services are still applicable to all other Tenant/Occupants, persons associated with Tenants/Occupants, and prospective Tenants/Occupants of the Resort.

REASONABLE ACCOMMODATION PROCEDURES

A "reasonable accommodation" is any change, exception, or adjustment to a rule, regulation, policy, practice, or service necessary for a person with a disability to have an equal opportunity to use and enjoy a lot, including public and common use areas within the Resort. Reasonable accommodations include, without limitation, the following examples:

1. Allowing you a waiver or modification in the rules, regulations or policies or how we do things that would make it easier for you to stay here.
2. Allowing a change to a Lot that would make it easier for you to stay here.
3. Allowing a change to a common area facility or common / publicly accessible area to give you access to the same.
4. Allowing a change in the way we communicate with you or give you information.

The FHA makes it unlawful to refuse to make reasonable accommodations to rules, regulations, policies, practices, or services when such accommodations may be necessary to afford persons with disabilities an equal opportunity to use and enjoy a lot, including the use and enjoyment of the public and common use area.

We do not and cannot require persons with disabilities to pay extra fees or deposits as a condition of receiving a reasonable accommodation for their handicap or disability.

We, as a “housing” provider (for camping) under the law, can deny a request for a reasonable accommodation if the request was not made by or on behalf of a person with a handicap or disability or if there is no disability-related need for the accommodation requested. In addition, a request for a reasonable accommodation may be denied if providing the accommodation is *not reasonable* – i.e., if it would impose an undue financial and administrative burden on us as the housing provider or it would fundamentally alter the nature of the Resort’s operations. The determination of undue financial and administrative burden must be made on a *case-by-case* basis involving various factors, such as the cost of the requested accommodation, the financial resources of the Resort, the benefits that the accommodation would provide to the requester, and the availability of alternative accommodations that would effectively meet the requester's disability-related needs.

Management is required by law to keep all information about the disability *confidential*. A Tenant/Occupant, a person associated with a Tenant/Occupant (such as a guest or household member) and a Prospective Tenant/Occupant may be asked for information about the handicap or disability that is directly relevant to the need for and provision of an accommodation, and Management will generally assume that the person requesting a reasonable accommodation is the most knowledgeable with respect to his/her handicap or disability and the required accommodations for the same.

A Tenant/Occupant, a person associated with a Tenant/Occupant (such as a guest or household member) and a Prospective Tenant/Occupant should make written requests for reasonable accommodations in order to ensure that the Resort fully understands the request for reasonable accommodation so it can be adequately and timely addressed. The attached forms may be used for that purpose. Additional copies are available upon request. This information will form the basis of the *interactive process* between the Tenant/Occupant or applicant and the Resort as the *interactive process* proceeds. The Request for Reasonable Accommodation form is for you to complete. Management will complete the Response to Request for Reasonable Accommodation form. Management will respond in writing to all oral and written requests for reasonable accommodations within two weeks or sooner if the situation requires an immediate response. A request by a Tenant/Occupant or Prospective Tenant/Occupant for a reasonable accommodation may only be denied, in compliance under the FHA and state law, after Management has determined, based on the case-specific facts and evidence, that the accommodation is “not reasonable” or that it will create an undue financial hardship on the Resort. Management will not provide you with an “oral” response so the Parties have a written record of the *interactive process*. Although written requests for reasonable accommodations are preferred and strongly encouraged for the benefit of all parties concerned, the Resort does not require Tenants/Occupants or Prospective Tenant/Occupant to make such requests in writing and will not deny a request for accommodation solely because it was not made in writing.

The Resort will comply with its obligation under the Fair Housing Act to provide prompt responses to reasonable accommodation requests.

If the Resort refuses a requested accommodation because it is not reasonable, Resort Management will discuss with the requester whether there is an alternative accommodation that would effectively address the requester's disability-related needs without a fundamental alteration to the Resort's operations and without imposing an undue financial and administrative burden. If an alternative accommodation would effectively meet the requester's disability-related needs and is reasonable, the provider must grant it. An *interactive process* in which the housing provider and the requester discuss the requester's disability-related need for the requested accommodation and possible alternative accommodations is helpful to all concerned because it often results in an effective accommodation for the requester that does not pose an undue financial and administrative burden for the provider.

For clarification, nothing in this Policy is intended to imply that any Tenant/Occupant or other user of the Resort is entitled to become a resident or to occupy any Lot for nine months or more; any such extended occupancy is strictly prohibited.

[REQUEST FOR REASONABLE ACCOMMODATION FORM ATTACHED]

CAMPLAND ON THE BAY®
REQUEST FOR REASONABLE ACCOMMODATION
(use of this form is encouraged, but not required)

I occupy/intend to occupy Campsite no.: _____

My Telephone Number: _____

The following member of my household has a disability: _____

Please provide this reasonable accommodation (specify accommodation(s) being requested):*

This reasonable accommodation is necessary because:*

TENANT/OCCUPANT

Date: _____

Print Name: _____

Signature: _____

Please return the form to
Campland on the Bay by mail,
in-person or via email:

Campland on the Bay
Attn: Registration
2211 Pacific Beach Drive
San Diego, CA 92109
or
Email: info@campland.com

*Please attach additional pages if you need more space.

CAMPLAND ON THE BAY® RV STANDARDS AND CAMPSITE CONDUCT POLICIES

June 2021

Rules and Regulations and Policies are subject to change at any time

A. RVs. All incoming RVs must be less than 10 years old and must be pre-approved by Campland Management. No Park Models/Park Trailers/Tiny Homes, buses or vans (including converted buses or vans, unless the converted vehicle complies with ANSI codes and/or displays a RIVA sticker) are allowed.

B. Utility Connections. It is Camper's responsibility to check to determine that Camper's RV is compatible with the Resort's utilities and pedestals for gas, electricity, water and sewer. Under no circumstances may any Camper or Guest touch, alter or tamper with the Resort's utilities and pedestals for gas, electricity, water and sewer (other than to hook-up). No unauthorized electric "pig-tails" to boost existing electrical pedestal amperage are permitted. Fittings and connections must be WATERTIGHT and meet City and County of San Diego health codes. Sewer connections must be by rigid piping.

C. RV Sizes. All RVs in the Resort shall conform in size to the requirements of the Campsite on which they are placed as established by Resort Management. Placement of RVs shall be determined by Resort Management.

D. RV Occupancy. The number of occupants of a Campsite is limited. For nightly/weekly Campers (up to 30 days): maximum of 4 people (with the right, other than in the Primitive Tent section, to add additional occupants for an additional charge up to a maximum of 6 people). For Extended Stay Campers (more than 30 consecutive days): maximum of 4 people.

E. Accessory Equipment and Structures. Storage sheds, large storage bins and electrical appliances, such as but not limited to, refrigerators and box freezers, are not permitted outside the RV, although a small cube fridge is permitted. All personal property must remain within the Campsite and there shall be no encroaching on any adjacent Campsites. Campers and Guests (and their agents) are not permitted to perform any remodeling, mechanical or other repairs within the Resort. No tarps are to be used to cover the RV or to create a structure.

F. Standards for Incoming RVs. The following are the applicable standards for specific equipment and systems (and their installation) for all RVs (including repairs and replacements):

i. Electrical Appliances. Due to the potential for overloading of the Resort's electrical system, the installation/use of electric heat pumps and other major appliances must be approved by Resort Management prior to installation/use. Resort Management may require removal of any appliances (including, but not limited to, air conditioning units) that, in Resort Management's reasonable discretion, adversely affect the utility systems of the Resort. No water softener which discharges into the Resort's sewer system is permitted.

ii. Sewer System. Due to the limited capacity of the Resort's sewer system, Camper must receive prior approval before installing any washing machine, garbage disposal or dishwasher. To ensure acceptable loads to the Resort's sewer system, Camper's application for approval for these appliances may be denied.

iii. Air Conditioners. Because the capacity of the Resort's electrical system can be adversely affected, no additional air conditioners may be installed at the Resort without prior approval of Resort Management. Evaporative (swamp) coolers are not permitted on RVs.

iv. Porches and Patios. Only outdoor patio furniture may be used on the patio, porch, yard or other portions of the space. Indoor furniture sofas, chairs, tables, pillows, and blankets are prohibited to be placed outside.

v. Sunshades, Windscreens and Privacy Screens. Roll-up, aluminum wind screens or privacy enclosures are permitted on Camper's Campsite with prior written approval of Resort Management, if otherwise allowed by California Code of Regulations, Title 25; however, temporary, roll-up type sun shades (such as plastic, canvas, cloth, bamboo or matchstick blinds) are not allowed.

vi. Window Treatments. All windows must have genuine window coverings such as draperies, curtains, blinds or other aesthetically pleasing window coverings, and they must be maintained in good condition and repair at all times. No aluminum foil, sheets, blankets, plywood, paneling, newspaper, shopping bags, paper material, paint or other material not designed as window covering, shade or screen may be used as insulation on windows or as window coverings in any location in or on the RV. No awnings, shades, screens blinds, or other similar items shall be located outside the RV without management's advance written approval.

vii. Siding. Siding may not be replaced on a RV. If a RV needs repair work, then it must be removed from the Resort.

viii. Skirting. Skirting is not required for RVs.

ix. Exterior Appliances. Electrical appliances outside of the RV or a Tent are not allowed. This includes, but is not limited to, washers and dryers, refrigerators, freezers, hot plates, cooktops, ranges and ovens, or microwaves.

x. Fences. No fences may be installed upon Camper's Campsite.

xi. Portable tanks. Propane, water and air tanks must meet the current USA federal standards

G. Antennas and Satellite Dishes. Campers must abide by the following standards regarding the installation of any exterior satellite dish or antenna (collectively "Reception Device") on Camper's RV. No Reception Device may be installed on the Campsite, other than on the RV:

- i. Service. In order to maintain an attractive Resort, Campers are strongly urged to rely on only indoor broadcast devices like cable T.V., internet and/or fiber optics, as opposed to installing an outdoor reception device. Cable television service is available through the local service provider.
- ii. Dishes/Antennas. Only satellite dishes with a diameter or diagonal measurement of one meter (approximately thirty-nine inches (39")) or less will be permitted on the RV. For safety reasons, Reception Devices and masts may only extend beyond the RV as is required to receive acceptable quality signals. Television antennas may not extend more than three feet (3') above the highest point on the RV without Resort Management's prior approval, **The Reception Device must be located to the rear of the RV, unless such location interferes with the quality of reception.**

- iii. Installation. Any Reception Device shall be properly installed and secured in a manner that complies with all applicable codes, state and local laws and regulations and manufacturer instructions and so that it does not jeopardize the safety of any neighboring Campsite or property or any person near the Reception Device. In addition, no Reception Device may be installed or placed in such a way as to obstruct a driver's view of any street, driveway, sidewalk or intersection or to encroach on another Campsite.
 - iv. Maintenance/Repair. Camper shall be solely responsible for the maintenance and repair, including any and all associated costs, of any installed Reception Device and shall not allow any such Reception Device to fall into disrepair or to become a safety hazard.
 - v. Appearance/Safety. Every Reception Device must be painted an appropriate color to match the surrounding environment and so it is least visible. Campers are responsible for the maintenance and repair of each Reception Device and shall not allow any such Reception Devices to fall into disrepair or to become a safety hazard. Residents are solely responsible for all cost associated with any Reception Device. If a Reception Device installation poses a severe safety risk, then the Park may seek injunctive relief to prohibit the installation or to seek removal of the Reception Device or other appropriate relief.
 - vi. No other Antennas. Other than for television, all other antennas (including, but not limited to, ham radio and CB antennas) are not permitted in the Resort.
- H. Spas. No spa pool may be installed on the Campsite.
- I. Special Standards. In order to maintain the aesthetic beauty of the Resort, Resort Management retains the right to impose additional standards on those Campers who have corner Campsites or Campsites in unique locations.
- J. No Work On RV's. If work is required on a Camper's RV, then it must be removed from the Resort for repair. No work may be done on any RV in the Resort (excluding work performed by Resort Management).
- K. Sale of RV. Camper may not post signs on the RV advertising the RV for sale. The Resort will require the removal of a RV from Campland in the event of the sale of its sale to a third party.
- L. Vacant Campsites. Please do not park on or occupy any Campsite that is not registered to you.

Campland on the Bay® Privacy Policy

Last updated April 9, 2021

Your Privacy Rights

Campland, LLC, a Delaware limited liability company, which owns and, through an affiliated management company, Terra Vista Management, Inc., a California corporation (collectively referred to as “Campland” or “we” or “us”), operates Campland on the Bay® in San Diego, California, and believes in protecting personal information and privacy. We take pride in the relationships we have been able to build with our customers and guests, and have established the following Privacy Policies for their benefit and protection.

I. Your California Privacy Rights

1. Shine the Light Law

California Civil Code Section 1798.83, known as the “Shine The Light” law, permits our customers who are California residents to request and obtain from us a list of what personal information (if any) we disclosed to third parties for direct marketing purposes in the preceding calendar year and the names and addresses of those third parties. Requests may be made only once a year and are free of charge. Under Section 1798.83, we currently do not share any personal information with third parties for their direct marketing purposes.

2. California Consumer Privacy Act of 2018 (“CCPA”)

Under the California Consumer Privacy Act of 2018 (“CCPA”), California residents have certain rights concerning Campland’s collection, use, and sharing of their personal information.

Campland does not sell your personal information and will not do so in the future without providing you with notice and an opportunity to opt-out of such sale as required by law. Similarly, we do not offer financial incentives associated with our collection, use, or disclosure of your personal information.

Campland collects various categories of personal information when you use our services, including identifying information, financial information, purchase histories, and internet activity. The purpose of this collection is to assist in our performing services for consumers, including but not limited to transacting business with consumers, detecting security incidents, protecting against fraudulent or illegal activity, engaging in marketing efforts, and advancing our commercial interests. A more detailed description of the information Campland collects and how we use it is provided in Section III, Collection and Use of Information. It describes the categories of third parties with whom we share personal information, and what information may be shared under different circumstances.

If you are a resident of California, you have the right to request to know what personal information Campland collects, uses, discloses and sells. You also have the right to request deletion of your personal information, though exceptions under the CCPA may

allow Campland to retain and use certain personal information notwithstanding your deletion request. If you would like more information about the categories of personal information we have collected about you over the past 12 months, the sources from which we have collected this information, the business purpose for collecting personal information, with whom we share personal information, and/or wish to request that information about you be deleted, email your request to privacy@campland.com or call 800-946-9179 to submit your request.

When we receive your request, we will first verify your identity by asking you to provide your name, and the email address and phone number reflected in our records. Once we have verified your identity, we will promptly fulfill your request. You may authorize an agent to submit a request on your behalf. Unless you have provided the authorized agent with power of attorney pursuant to Cal. Probate Code §§ 4000 to 4465, we will require (1) the agent to present written permission to do so, signed by you, (2) you to verify your own identity as described above, and (3) you to directly confirm to us that you provided the authorized agent permission to submit the request.

All individuals responsible for handling your inquiry about our business privacy practices and compliance with the CCPA have been informed of all of the requirements of the CCPA, and, have been instructed to direct you to exercise your rights under the CCPA. The CCPA prohibits a business from treating a consumer differently because the consumer exercised a right conferred by the CCPA. We welcome you to exercise your rights under the CCPA, and we will not discriminate against you for doing so.

3. Nevada Consumers.

Pursuant to NRS 603A.345, Nevada residents may submit a verified request not to sell “covered information” (as defined in NRS 603A.320) we have collected or will collect about you by emailing privacy@campland.com, or calling 800-946-9179 to submit your request. Requests are subject to verification as provided in NRS 603A.345. We do not currently engage in the sale of any covered information (as defined in NRS 603A.333 and 603A.320, respectively).

II. Children’s Online Privacy Protection Act (“COPPA”)

We recognize the utmost importance of the need to protect the personal information of children. For this reason, except as stated below, we do not knowingly collect information from children under 13 years old. If we do collect personal information from a child under 13 years old, we may maintain that information only as long as it is reasonably necessary as required by law, or with express parental consent as set forth below. If we discover we possess information from a child under 13 in a manner inconsistent with COPPA’s requirements, or other relevant laws, we will seek to delete the information immediately.

From time to time, we take photos and videos of visitors at Campland. If the photos and videos may include children under 13, we do not retain, use or disclose them unless we obtain express, written parental consent. This consent may be revoked as to the Campland website (but not offline materials as they are not covered by COPPA) by

contacting Campland in writing at the address below and requesting the removal of such information from the Campland website.

Any parent/legal guardian can review or have deleted from Campland's website his or her child's images and other personal information and refuse to permit its future collection or online use. Please email privacy@campland.com or call 800-946-9179 to request a deletion from the website of your child's image and other personal information and/or to refuse to permit any future collection or online use.

Should an individual have any inquiries or concerns about information concerning children under the age of 13 years or about our privacy practices in general, the operator collecting and/or maintaining personal information through the Campland website and who will handle all inquiries from parents/legal guardians and other interested individuals may be contacted as follows:

Campland
c/o Terra Vista Management, Inc.
Attn: Marketing Director
6310 San Vicente Blvd., #560
Los Angeles, CA 90048
Telephone: 800-946-9179
Email: privacy@campland.com

III. Collection and Use of Information

1. Information We Collect.

- Information that is provided when a reservation is made, information is requested or a product or service is purchased from us, including names, addresses, telephone numbers, email addresses, license plate numbers, and passwords, and payment information.
- Photos, videos and other digital media taken by us of visitors visiting at Campland, including photos customers take using our photo booth. Each customer and guest of Campland by entering and using the facilities or visiting the Campland website grants to Campland a license to use such materials. This license may be revoked by contacting Campland in writing at the address above and requesting the removal of such information from the Campland website and other promotional materials.
- Usage, viewing, and technical data, including IP addresses or device identifier, when visiting our sites, or opening emails from us. While we may temporarily collect this information while you are using our website to facilitate usage, we do not log or retain it or associate it with other information we collect about you.

2. Creating an Account.

We may allow creation of an account with us when making a reservation on our website or by phone or in person at Campland; however, creating an account is not required to

make a reservation. Our reservation process requires customers to provide a name, a mailing address, a telephone number, cell phone, email address, and password. By creating an account with us, we can provide a better, simpler, and more interactive experience. The contact information provided will be used to contact the account holder regarding the status of a reservation or order, answering questions, and, unless the account holder has chosen to opt-out, to send communications about upcoming special rates, contests, promotions, product information, and similar notifications. By creating an account, the account holder acknowledges and agrees to be responsible for maintaining the confidentiality of his/her account information and password. The account holder also acknowledges he/she is responsible for all use of our website under the account.

3. How We Collect Information.

Information is collected when entered by users on our website, when making a reservation in person, online, by phone, or by fax, when creating an account, when responding to customer surveys, and when customers and guests of Campland register at the front desk, fill out forms or otherwise share information. We also collect digital images by taking photos and videos of customers and guests and activities at the Resort. Campland and/or Campland customers and guests and online users of the Campland website may also collect and post digital images related to Campland and its customers and guests on third party social media websites.

4. Cookies Etc.

Information may also be automatically collected through technology such as cookies, log files, web beacons, and other technologies when you visit our sites or interact with our emails. A cookie is a small data file which our site leaves on your web browser, in order for the site to remember you and your personal preferences when you return to the site. Users of our site may adjust their browser settings to limit certain tracking features or to decline cookies; but by doing so, they may not be able to use certain features on our site or take full advantage of our offerings. Customers can still utilize most of the features of our website without using cookies, including making a reservation or purchase, but we will not be able to recognize the customer as a returning user unless the customer logs into his or her account.

5. How We Use Customer Information.

Campland or its agents may access customer information, unless prohibited under applicable law, for the following purposes:

- To process customer reservations and participation in activities and events, and provide the customer with products and services;
- To analyze, optimize, and improve the online experience, products, services and facilities;
- To communicate with customers regarding a reservation, account, transaction, and information requests relating to Campland;
- To post online or in other promotional materials the names, photos, videos, and other digital media of our customers and guests taken while at Campland;

- To provide information regarding features on our sites or changes to our policies;
- According to choices and controls that may be selected: To send users emails, offers, and promotions for our products and services; and
- To personalize content and experiences on our website.

7. Sharing Information with Other Companies.

Campland, LLC is a limited liability company managed by Gelfand Properties, LLC. Campland, LLC, and Gelfand Properties, LLC utilize the management services of affiliate, Terra Vista Management, Inc. (“Terra Vista”), and as part of that relationship Terra Vista and its employees and contractors manage information concerning Campland customers and guests as the agent of Campland. Campland, LLC also utilizes affiliates, including Northeast MB, LLC, to provide services to it for Campland’s customers and guests, which may include receipt of personal information relating to those customers and guests. Gelfand Properties, LLC Terra Vista, and Northeast MB, LLC are all bound by written undertakings to maintain such information in accordance with this Privacy Policy.

We may occasionally hire other companies to provide services on our behalf, including but not limited to handling customer support inquiries, processing transactions, database management and digital marketing. Those companies will be permitted to obtain only the personal information they need to perform the service requested. These organizations are all bound by written undertakings to maintain such information in accordance with this Privacy Policy.

If we are involved in a merger, acquisition, or sale of all or a portion of our assets, your personal information may be transferred as part of that transaction, but we will notify you (for example, via email and/or a prominent notice on our website) of any change in control or use of your information or if either become subject to a different privacy policy. We will also notify you of choices you may have regarding the information.

8. Third Parties.

Our website may offer social sharing features or other integrated tools, including links to other sites, which let users share actions taken on the website with social media providers such as Instagram, Facebook and Twitter, and vice versa. The use of such features enables the sharing of information with “friends” or the public, depending on the settings the user establishes with the third party that provides the social sharing feature. In addition, our website includes Google Analytics code that allows Google to collect certain data about your use of the website, such as your IP address and which page you are visiting on our website. Google Analytics may set a cookie that enables Google Analytics to track your use of our and other websites. Google Analytics is hosted by Google. These third-party services may collect information about your online activities over time and across different websites or online services when you use our website. For more information about the purpose and scope of data collection and processing in connection with social sharing features, please visit the privacy policies of the third parties that provide these features.

9. User's Controls and Choices.

We provide users certain controls and choices regarding our collection, use, and sharing of information. In accordance with relevant law, a user's controls and choices may include:

- Choices for email subscriptions, newsletters, alerts, and similar communications;
- Requests for access to the personal information we hold about the user; and
- Requests for us or third parties to amend or delete personal information.

If you maintain a password protected account, you may review and make changes to certain information (such as name and address) through that account. Subject to the provisions of Section I(A) (California CCPA rights), we do not currently maintain any other process by which you may review and request changes to any of your information that is collected through our website.

10. Data Security, Integrity and Retention.

We are committed to the security, integrity, and confidentiality of our users' information. We have physical, administrative, electronic, and technical security measures which are designed to protect our users' personal information from unauthorized viewing, access, disclosure, use, and modification. We periodically review all security procedures to consider appropriate new measures which become available to us.

Despite all efforts, however, no security measures are perfect or impenetrable. We will retain users' personal information for the length of time needed to fulfill any requests, and will strive to dispose of all personal information in a secure manner when the information is no longer reasonably necessary.

11. Removal of Content.

If an individual's likeness or other personal information appears in any Campland publication or on its website, the customer may ask us to remove it by writing to privacy@campland.com. We will begin to process your request within 30 days. Please note that processing a request does not ensure complete or comprehensive removal of content that was posted on Campland social media pages (as those are third party sites and persons over whom Campland has no control can post on those pages).

IV. Changes to this Privacy Policy.

We may change this privacy policy to accommodate new technologies, adjust to new industry practices, or to abide by regulatory requirements. Changes are generally intended to provide greater protections of personal information, or for other purposes. When we materially change this privacy policy, we will provide notice to customers as required by applicable law. A customer's continued use of our product or service, including use of the Campland website, after the effective date of the change will constitute acceptance of the change. We may provide such notice by email, by posting the notice on our website, or by other means consistent with applicable law.

V. Contact Information

If you have any questions or concerns regarding this privacy policy or the privacy of your personal information, you can request more information or ask questions using the contact information provided below:

Campland
c/o Terra Vista Management, Inc.
Attn: Marketing Director
6310 San Vicente Blvd., #560
Los Angeles, CA 90048
Telephone: 800-946-9179
Email: privacy@campland.com

EXTENDED STAY RULES AND REGULATIONS
Rules and Regulations and Policies are subject to change at any time

FOR

CAMPLAND ON THE BAY®

RV RESORT

MAY 2021

Equal Housing Opportunity

**We do business in accordance with
the Federal Fair Housing Law**



**It is illegal to discriminate against any person
because of race, color, religion, sex, gender, gender identity or gender expression,
handicap/disability, familial status, ancestry, national origin, or inclusion in any protected
classification.**

**CAMPLAND ON THE BAY®
2211 Pacific Beach Drive
San Diego, CA 92109**

Campland on the Bay® Resort
A recreational vehicle park and campground
Extended Stay Rules and Regulations

Rules and Regulations and Policies are subject to change at any time

These Extended Stay Rules and Regulations apply to "Tenants" who are registered for Extended Stays at the Resort (as defined in the general Rules and Regulations for Campland on the Bay®). All terms used in these Extended Stay Rules and Regulations shall have the meanings given those terms in the general Rules and Regulations.

REGISTERED TENANT MUST INITIAL EACH OF THE FOLLOWING ITEM(S)

1. Camper has received and reviewed the general Rules and Regulations (including Polices) for the Resort and agrees to abide by them. Failure to abide by the general Rules and Regulations (including Policies) and/or these additional Rules/Polices, may result in eviction from the Resort. () INITIALS
2. All registered Campers planning to stay for thirty (30) days or more in the Resort must attend the Orientation Meeting within the first 7 days of arrival. Approval for Extended Stay rates will not be granted until (i) Orientation has been completed, (ii) the Registration Desk has received copies of the current registration and evidence of insurance for the RV and each vehicle registered with the Campsite, Camper's driver's license (with photo) or other government issued picture identification and copy of a valid driver's license for the driver of each vehicle registered with the Campsite and (iii) the RV and its installation on the Campsite pass site inspection. Failure to meet these requirements, within the first 7 days of arrival will result in the change of the reservation to the published weekly rate. () INITIALS
3. Resort Management reserves the right to deny Tenant status to Campers whose camping vehicle does not display the RVIA (Recreational Vehicle Industry Association) seal or the seal of manufacturing standards from a government agency. () INITIALS
4. The last day a Camper can arrive to apply for the Extended Stay rate is April 15th. () INITIALS
5. All Extended Stay Tenants must select campsites in the Resort's designated Extended Stay areas. () INITIALS
6. The Resort's reservation system does not automatically renew reservations past the departure date. It is the Campers' responsibility to make sure that the reservation is for the duration of stay; from arrival date to departure date, otherwise the campsite may be booked by other campers. () INITIALS
7. The maximum number of people allowed on an Extended Stay reservation is four (4). () INITIALS
8. Only one (1) sleeping vehicle and one (1) driving vehicle are included in the Extended Stay rate. Tenants will be charged additional amounts for any other vehicle(s), boat trailers and/or utility trailers, and owners must make arrangements for parking in designated areas. **NO PARKING IS PERMITTED ON OTHER CAMPSITES, OR IN EMPLOYEE PARKING AREAS.** All vehicles in the Resort MUST BE PARKED appropriately and must DISPLAY a current pass with the appropriate vehicle identified and the date current, otherwise the vehicle may be towed at Tenant's/owner's expense. Only ONE camping vehicle is allowed per campsite. () INITIALS
9. Trailers, including boat trailers and utility trailers must have prior Resort Management approval to be on property on an Extended Stay basis. If the trailer is in excess of 18 feet, the rate for parking depends on availability and whether the storage is for short or long term. () INITIALS
10. A maximum of two (2) pets is permitted on Extended Stays. Breed restrictions for dogs apply. Please consult the general Rules and Regulations (and Pet Policies) for more information. The monthly fees for each dog are due and must be paid in full on the same day as rent is due. Any disturbance, failure

to abide by Pet rules and policies or complaints regarding your pet(s) will be grounds for removal of the pet from the Resort or eviction of Tenant from the Resort. This includes, without limitation, pets left unattended outside, excessive barking or noise, not cleaning up after your pet, off leash pets, etc. Please refer to the general Rules and Regulations and Pet Policies. () INITIALS

11. CHECK-OUT TIME IS 12 NOON, vehicles and belongings left at the site after check-out time or parked at or blocking other sites are subject to removal and charges of site fees, at Camper's expense, in accordance with applicable law. Resort Management may also need to relocate Tenant's vehicles and belongings if an imminent danger arises. Civil Code 1867. () INITIALS
12. Every Tenant is required to vacate the Resort on the 90th day after arrival. ***Tenant (and all Guests) must completely vacate the Campsite and remove all personal property (as if no one was ever there). All personal property includes, but is not limited to: carpets, hoses, cords, firewood, etc. Tenants (and the RV and other vehicles) must leave by Noon on the 90th day. No one may return until after 2pm the following day.*** If a Tenant vacates for more than 30 days and returns, that Camper will need to provide current proof of registration and insurance on all vehicles, in the name of the registered Camper. There are **NO** exceptions to this. This is a requirement of the City of San Diego. Failure to comply will result in denial of admission to or eviction from the Resort. () INITIALS
13. When departing on the 90th day, all Tenants must sign the Resort 90/24-log book at the Registration Desk before leaving the Resort. Failure to sign the 90/24-log book will result in **NO CREDIT** for departure. Tenants planning on returning more than 24 hours later must make sure to tell the Registration Clerk their exact date of return. A Camper's return status becomes "Occupant" and is taxable per the City of San Diego. Failure to provide a return date to the Registration Clerk could result in cancelation of the future reservation. () INITIALS
14. **Tents are not allowed on any Extended Stay campsite at any time, NO EXCEPTIONS.** () INITIALS
15. Shade cabanas or California rooms may be used for shade purposes only. They **CANNOT** be used for sleeping, storage, or extra living space, and are **NOT** permitted on the grass. () INITIALS
16. All Vehicles (auto, RV, trailer, etc.) must have current registration and insurance while in the Resort and must be in operable condition. Campers and Guests (and their agents) are not permitted to perform any remodeling, mechanical, or other repairs, within the Resort. **Resort Management reserves the right to deny a Camper's Extended Stay status if the RV or other vehicle is damaged or in disrepair. A motorhome(s) must operate under its own power, and will not be allowed in the Resort if towed in.** () INITIALS
17. All Campers and Guests are required to observe city health codes including with respect to wastewater. Please refer to the general Rules and Regulations (and Policies). () INITIALS
18. Unscheduled visual inspections of Campsites are made by Resort Management to determine compliance with Rules and Regulations (and Policies). Campsites **must** be maintained and left in a neat and orderly condition. This includes firewood stacks, in a 4' x 4' area; and no larger. Failure to keep the Campsite neat and orderly may result in eviction. Management will give one warning ("Aloha") and the condition(s) must be corrected within seven (7) days. () INITIALS
19. **The Resort expects all Campers to abide by all rules of conduct. Please see the general Rules and Regulations (including Conduct Policies).** () INITIALS
20. **No Camper or Guest may use Campland's name, address, or phone numbers for business purposes.** Campers may not operate a business anywhere on Resort property. This includes, but is not limited to, using the Resort name and/or physical address on checks, or as a Camper's permanent address on government issued documents such as driver's licenses and registration of vehicles. **Resort Management will not accept a personal check if it has Campland on the Bay's address (2211 Pacific Beach Dr) printed on it.** () INITIALS

21. Mail pick-up times are Monday-Friday 2-5pm at the Administration Office. Saturday mail time is between 2-5pm at the Registration Desk. Campers should apply for a P.O. box locally if Resort mail service hours are not convenient. All mail and packages, including without limitation, Amazon packages will be returned to sender if the Camper is no longer registered (e.g. has checked out) or if the mail/package is not picked up in 10 days (exceptions may be made only with advance approval, such as a Camper taking an extended vacation out of the Resort while the Camper is still checked in). () INITIALS
22. Failure to comply with rules and regulations, or failure to pay for all current charges and/or rent will result in eviction from the Resort and cancellation of all future reservation(s). () INITIALS
23. A Tenant's account may be reviewed, by filling out and submitting an "Account Review Request" (available in the Administration Office). These reviews may take up to 7 days. Resort Management will deliver, in writing, its findings. () INITIALS
24. The last night a Tenant may stay in the Resort and receive the Extended Stay rate is June 30th, with the departure date being July 1st. If July 1st falls on a Saturday, the day of departure will be June 30th. If a Tenant stays the night of July 1st, the Tenant will be charged the applicable daily rate. () INITIALS
25. Campers are permitted to stay in the Resort for a maximum of 268 days in a 12-month period and no more than 90 consecutive days. The Resort will not book any reservation for more than 268 days in a 12-month period. Any reservation that would result in a stay beyond the 268-day limit will be cancelled. () INITIALS
26. **PROPOSITION 65 WARNING:**



WARNING: Campers and Guests are advised that the Resort is not a smoke free area. In addition, there are other chemicals that exist on the property. Being on the property, including the common areas in and around the Resort may expose Camper and Guests to chemicals, which include, but are not limited to, tobacco, smoke, lead and lead components, asbestos, carbon monoxide and gasoline components, all of which chemicals are known to the State of California to cause cancer, birth defects and/or reproductive toxicity and for which warnings are now required. For more information on the Proposition 65 and its list of chemicals, Camper and Guests may contact OEHHA at (916) 445-6900, or go to www.P65Warnings.ca.gov or visit <http://www.oehha.ca.gov/prop65.html>. () INITIALS

ACKNOWLEDGEMENT AND AGREEMENT:

My signature below indicates I have read and understand each of the Extended Stay Rules and Regulations above and agree that I and my party will abide by them. I understand that the Resort reserves the right to terminate occupancy, tenancy and privileges, including access to the Resort, at any time. I will immediately notify Resort Management and the Registration Desk of any changes in the information in my Application. I understand, and agree, that Resort Management reserves the right to amend the Extended Stay Rules and Regulations and the Resort's general Rules and Regulations (including Policies) at any time, with or without notice.

Signature:

Date:

Registered Camper

Print Name:

Signature:

Date:

Registered Camper

Print Name: