

TIMBER CANYON

135 N. Pepper Ave.
Rialto CA. 92376

Rules and Regulations

1. INTRODUCTION

A. Our Rules and Regulations have been developed as a basis for good relations within Timber Canyon. We trust we will have your complete cooperation not only to keep standards high and to maintain a happy and friendly atmosphere, but also to assure each resident a maximum of convenience and comfort. Our manager has the authority to enforce the Rules and Regulations at Timber Canyon.

B. These Rules and Regulations apply to Residents, their guests and visitors. The terms and conditions of a Residents written Lease or Rental Agreement for tenancy in the Community, and the terms and conditions of the current Mobile Home Residency Law, are incorporated into these Rules and Regulations by reference. In the event of a conflict between the terms of the Lease or these Rules and Regulations, the terms of the Lease shall prevail. In the event of a conflict between the terms of the lease and/or these Rules and Regulations and the current Mobile Home Residency Law or and any other lawful governmental law, code or ordinance, the terms and conditions of the applicable provision of the Mobile Home Residency Law, and other governmental law, code or ordinance shall prevail.

C. These Rules and Regulations cover a variety of different subjects. It is not possible to cover each conceivable situation. Therefore, the basic rule and regulation, which is applicable to all, is that all Residents, guests and visitors shall conduct themselves in a reasonable manner so as not to do anything to adversely affect any other Resident guest or visitor, or adversely affect the ownership or Management of the Community. This rule prohibiting unreasonable conduct includes, without limitation, the prohibition of vulgar, profane, abusive or threatening

language directed to any resident, guest, visitor or Community Management. The prohibition against unreasonable conduct further prohibits, without limitation, the assaulting, or threatened assault, injury or damage to and Community Resident, guest, visitor, Community Manager, Owner, or to any property.

2. USE OF FACILITIES

Residents and guests have the right to use the home site and Community facilities only if the comply with these Rules and Regulations, the other Community residency documents, or other lawful government laws or regulations. Management will attempt to promptly, obtain the cooperation and compliance of all residents with respect to the Rules and Regulations and other conditions of residency. Resident recognizes, however, that Management's ability to obtain compliance is dependent upon a number of factors, including the cooperation of all residents and their guests. Resident agrees, therefore, that the enforcement of the Rules and Regulations, and conditions of tenancy are a private matter between Management and each resident.

3. RESIDENT REQUIREMENTS

Due to physical limitations of the existing common facilities and the infrastructure of the Community, (including, without limitation, sewer, utility, road, and recreation capacity) occupancy limits are applicable to each home. The occupancy limit for Resident's home is two persons per bedroom plus one. Timber Canyon must approve all prospective residents. Prospective residents are required to complete all application for Residency forms completely and submit them to Timber Canyon with requested fee for credit checks. Applicants will be approved or disapproved based of the information submitted in this application, credit history, past residency history and demonstrated ability to pay per the terms of the Lease. All registered owners of homes in the Community, other than the owner of Community-owned homes, if any, are required to execute a written Lease or Rental Agreement, on Management's then current form and sign a copy of the Community's Rules and Regulations. A registered owner must occupy the home in Timber Canyon other than Community-owned homes.

4. GUESTS

A. All guests must register with management if they stay with a resident more than a total of twenty (20) consecutive days or a total of thirty (30) days in a calendar year (herein after "grace period"). Furthermore, if any guest stays beyond the grace period, resident will be charged a guest fee for each month following the expiration of such grace period. The additional charge shall be due and payable on the day after the expiration of such grace period and shall thereafter be due on a monthly basis, paid in advance. The number of guests may be limited by management. Guests desiring to stay beyond the managements approved dates will be required to apply for residency and sign a lease agreement if approved.

B. Resident is personally responsible for all the actions and conduct of his or her guests. Resident agrees to acquaint all guests with the conditions of tenancy of the Community, including but not limited to the Community's Rules and Regulations.

C. Management reserves the right to determine whether the Community's recreational, or other facilities can accommodate all the Residents and their guests. Management may refuse any guest access to said facilities if the guests presence would reasonably detract from the use and enjoyment of these facilities by other Residents and guests who are then using the facilities, or if the size of requested use is beyond the capacity of the facilities.

D. A guest is permitted to use the recreational facilities only while accompanied by an adult Resident. If Resident will not be present, then no guests may occupy or otherwise use Resident's home without Managements consent, in writing.

5. HOME STANDARDS

A. To ensure architectural compatibility, construction and installation standards, all homes, other than those already existing in the Community, must be no older than 10 years old and must have pitched shingled or tiled roofs with wood siding, vinyl lap siding or Hardy Panel

siding unless approved by Management. No metal roofs are allowed. All incoming homes must be pre-approved by Management. All homes in the Community shall conform in size to the lot on which they are placed, as determined by the useable area. Management shall determine placement of the homes.

B. EXTERIOR PAINTING. The exterior paint on Resident's home, accessory structures and equipment shall be properly maintained. Proper maintenance shall include, but not be limited to, the repainting of the exterior whenever the paint begins to fade, peel, flake, chip or deteriorate in any other manner that detracts from the aesthetic beauty of Timber Canyon. Colors selected to paint homes or accessory structures, must have written approval of Community management before painting may begin. Color chips must be submitted for Management approval. Management is flexible on color choices, but reserves the right to approve only colors that are in keeping with the overall aesthetic of Timber Canyon. Non-approved colors that are applied are a rule violation and must be corrected at homeowner's expense. Non-compliance may result in breach of the Lease and resulting legal action.

C. ACCESSORY EQUIPMENT AND STRUCTURES. Unless physically impossible or impractical, as determined in Management's sole discretion, Timber Canyon, requires that awnings, skirting, porches and other accessories be added to insure that Timber Canyon remains an attractive community. Approval of Management must be obtained before construction or installation of any accessory or structure. Permits from the enforcement agency may be required for certain accessories before installation begins. Residents are advised that there are homes and home sites in the Community, which contain accessory equipment, and structures, which no longer conform with present Community standards and regulations, Residents may not assume their plans will be approved because they conform to another home or homes in the Community. Residents who have erected structures on their home site without written permission of Management may be required to remove these items at Resident's own expense.

D. All homes are required to have two awnings, one on each side of the home except where room does not allow. Newly constructed awnings must be unitized (awning must be

flush with front of home as fascia and be faced with same material as the home fascia) with the home and must have a minimum length of 20 feet and be long enough to cover the entry doors on either side of the home. All awnings and skirting material must match the material on the home where possible. Brick or small slump stone skirting is encouraged, especially in front of the home. Imitation stone or brick skirting metal corrugated lattice or other home fabricated skirting is not allowed. Awnings, steps and decks must be installed before the home can be occupied. No awning extensions are allowed without prior written approval of management.

E. PORCHES AND STEPS must conform to all building codes, have approved railing, and be covered with outdoor carpet or other Timber Canyon approved material. Green grass style carpet is not allowed. Porches must be fully skirted with the same material used for home. Timber Canyon reserves the right to set a minimum size for all decks. All steps and decks must be constructed in a good and competent manner.

Management may in its sole and absolute discretion, establish further architectural standards for all homes in the Community. When new architectural standards are established, Management may defer compliance by existing homes for a reasonable amount of time.

→ F. AIR CONDITIONERS or EVAPORATIVE COOLERS that are installed in a home must be in good operating condition and must not make excessive noise that will be disturbing to any other Resident. Window type air conditioners are prohibited. Exterior whole house type air conditioners with ducting must have Timber Canyons written approval prior to installation. One (1) high efficiency evaporative cooler (swamp/water cooler) is acceptable. Units may be mounted on the roof or can be located in the rear 2/3 of the home. Units may not be installed in the front of the home or be visible from the street. Electric heating, ovens or cook tops and water heaters are not allowed.

G. EXTERIOR STORAGE BULIDINGS. Each resident may install two (2) storage buildings (provided space is available), that shall not exceed a combined floor area of 100 square feet or exceed 8 feet in height. Storage buildings must be painted and constructed of anodized aluminum, lap vinyl siding Hardy siding or wood type material to match the home and must be a manufactured building that meets the Community architectural and location requirements is

approved by Management. Home built storage buildings or steel storage buildings are not allowed.

H. LATTICE IS NOT ALLOWED WITHOUT MANagements WRITTEN APPROVAL.

6. **FENCES** are prohibited without Regional Managers or Park Owners written approval. Unapproved fences will be required to be removed.

7. **ANTENNAS** or microwave dishes one meter or less in diameter or diagonal measurement, which are designed for over-the air reception of signals from satellite, wireless cable, AM/FM or television broadcasting, together with their associated mounting hardware, may be installed toward the rear 1/3rd of the home or home site. Every effort must be made to lessen visibility from the street and to minimize visual impact to your neighbor. Antennas are never allowed on the front of the home or at the front of the home site.

Under no circumstances may an antenna be higher than the height necessary to establish line of sight contact with the transmitter, and never higher than 3 feet above the roof at the highest point of antenna. Management must approve in writing all antenna locations and heights. If trees block antenna the signal it is the homeowners' responsibility to remove the tree with written approval from the management.

8. **LANDSCAPING.**

A. Landscaping of home sites or changes to existing landscaping shall be completed within (60) days of the date Resident signs the rental agreement or first occupies the home. Prior to commencing any landscaping including change to existing landscaping, Resident shall submit a detailed landscaping plan to Management for written approval.

B. The following landscaping guidelines are provided to assist Residents in their preliminary planning:

1. Remember, a landscape plan must be submitted to Management for review and

approval in writing before work may begin.

2. All landscape area on the home site is required to be covered with acceptable materials. Shrubs, plant material or rock is acceptable materials. Decorative rock, when used must be an approved color, with an underlining of thick black plastic or fabric for weed control. WHITE OR GREEN rock is not permitted.

3. Live plants may be used, not artificial plants or flowers.

4. Evergreen ground covers, flowers and small shrubs are acceptable, and residents are encouraged to install these. Bermuda grasses or other winter dormant grasses are not allowed.

5. Management prohibits the use of any odorous manures or odorous chemical fertilizers.

6. Waterfalls, fountains, statuary and other forms of decor will be permitted only with Managements approval.

7. No trees shall be planted with management's written approval. The maintenance of any existing tree on the space is the responsibility of the Resident, except as outlined in Section 798.37.5 of the California Civil Code

8. Lawns, if installed, must be irrigated with an underground sprinkling system that does not spray water onto the Community's street, or neighbors' home site.

9. Resident shall not, without Managements approval, remove any plants upon his sale or removal of the home.

C. All plant material including shrubs, vines trees and lawns shall be well maintained. Such maintenance shall include, but not limited to:

1. Mowing lawn as needed to maintain a neat manicured appearance. If you fail to maintain yard and / or grass, Timber Canyon will landscape the yard with decorative rock at your expense.

2. Home site shall be kept free of weeds and debris at all times.

3. The trimming of all shrubs, vines and bushes in a manner that maintains an attractive shape or prevents such plants from being executively high or brushing against a neighbors' home or awning.

4. The trimming and maintenance of all landscape plants in a manner that prevents them from developing a root structure that causes cracking or buckling or otherwise interferes with

the streets, driveways or other community facilities.

5. It is the responsibility of the Resident to arrange for someone to maintain the home site when away.

9. HOME SITE

STORAGE

A. Manufactured outdoor patio furniture may be used on the patio, deck, yard or other portions of the home site. Household furniture is never allowed outside on decks or other home site areas. Barbecues are not allowed on porches or in the front yards. Trash cans, bicycles and toys should be out of sight and not visible from the street.

B. Storage of anything beneath, behind or on the outside of the home is not allowed. This includes but is not limited to storage of boxes, trunks, camper shells, wood, pipe, bottles, garden tools, mops, exercise equipment, ladders, paint cans or items that are unsightly in appearance, determined by management.

C. No towels, rugs wearing apparel or laundry of any description may be hung outside of the home.

D. Anything, which creates a threat to health and safety, shall not be permitted on the home site. No flammable, combustible, or explosive fluid, material, chemical or substances, except those customarily used for normal household purposes, may be stored on the home site and then only in quantities reasonable necessary for normal household purposes.

DAMAGE

If any portion of the exterior of the home, its accessory equipment, or structures, is damaged, the damage must be repaired or replaced within twenty (20) days. This includes, but is not

limited to, damage to the siding awning supports, downspouts, skirting, porch or storage shed. If a Resident's home has not been repaired, reconstructed, or restored within a reasonable time after work has been commenced, the Resident may be required to remove the home from the Community and pay costs removal, consult the Lease under which Resident occupies the home site.

of any CONCRETE

All concrete surfaces must be kept clean and free of oil and all other sticky or oily substances. Concrete driveways and slabs, which are damaged by Resident, must be repaired at Resident's expense.

STREETS

Resident shall keep the street area and gutter in front of their home site, to the middle of the street, free from debris and weeds.

UTILITY PEDESTAL

The utility pedestal must be accessible at all times. Nothing should block the utility meter area. A locked gate to the meter area is not allowed. If meter reader cannot read meters due to a locked gate or stored items in the way, there will be a \$35.00 fine for the first violation. The second violation will result in a \$50.00 fine; said fines will be added to your rent statement. If one of the main line water shut-off valves is located on Resident's home site, it must be kept uncovered.

10. TRASH, GARBAGE AND LIQUID DISPOSOL

A. All homes are required to have a sink garbage disposal. Grease, coffee, tissue,

disposal diapers, and sanitary napkins or other inappropriate items, shall not be placed in the sewer system. Neither the Community Management nor Management's employees shall be responsible for damage done to any home because of stoppage or backing up of the sewer system due to placement in the sewer system due to the placement of prohibited material. Resident acknowledges that the placement of such prohibited material into the sewer system is difficult, if not impossible to police, and therefore waives any and all claims for personal injury or property damage caused by a stoppage in the sewer line due to the placement of prohibited material into the sewer system, by any persons, known or unknown.

B. Trash must be placed in tied plastic bags and deposited in designated bins. Sanitary and health laws must be obeyed. Combustible or hazardous material cannot be placed in the bins, as well as tires, batteries, computer electronic equipment etc. it must be disposed of in a County approved disposal site. Please breakdown boxes before placing them in bins or do not overload the bins with landscape material or large items (such as but not limited to tires, water heaters toilets etc.), to render the bins unusable by other Residents. No trash from outside the Community is to be dumped in the bins.

C. State and local laws prohibit disposal of any hazardous liquid into the home site, street or storm gutters since it pollutes the environment.

11. PARKING

A. A maximum of two passenger cars or light pickup trucks may be parked on Resident's driveway. Parking is not permitted on the streets of the Community except for loading and unloading. Vehicles parked on the Resident's driveway may only be parked on the carport side of their home site, and not on the landscaped or other areas of the home site. Residents may not add additional parking area to their space without permission of Management. Parking is not permitted in vacant home sites. Residents may not park in spaces designated for guests (clubhouse) without Managements approval. Residents may use the guest parking if the Resident is using the recreational facilities or laundry room. Management has the right to restrict the number of vehicles guests bring into the Community due to the limited parking areas, traffic congestion and emergency access. Non-compliance to

any of the above may result in your vehicle being towed at your expense.

B. No permanent parking of trailers, trucks, boats, inoperable automobiles, van campers, or other types of RV's are permitted in the driveway or in any area of the home site.

12. MOTOR VEHICLES BICYCLES AND WHEELED TOYS

A. No vehicle leaking oil or any other substances or fluids shall be allowed Community.

B. No maintenance, repair or other work of any kind on any vehicle, boat trailer or RV, may be done on the home site without Managements consent. No changing of oil. There will be a \$25.00 fine for non-compliance of 12A & 12B. A 7-Day Notice will result for continued not-compliance.

C. For the safety of Community's Residents and their guests, no vehicle may be driven in an unsafe manner and in no event at a speed greater than (10) miles per hour.

D. No off road vehicles are permitted in the Community.

E. Riding motorcycles, dirt bikes, motor scooters, mini bikes, or other two, three and four wheeled motorized vehicles, is not permitted, other than a motorcycle used for transportation to enter or to leave the park.

F. Bicycles may only be driven on the streets and not on landscaped areas or vacant home sites. Bicyclists must obey the same traffic regulations as cars. Helmets are recommended for safety. Electric riding toys/cars designed for children are not allowed on the street.

G. No rollerblades, skateboards, scooters, or wheeled toys are to be ridden or used in the Community.

13. CONDUCT

- A. Residents shall observe a quiet time from 10p.m. to 8 a.m. Radios, televisions, record players, musical instruments and other devices must be used so as not to disturb others.
- B. Residents and their guests shall not encroach or trespass on any Resident's home site or upon any area, which is not open for general use by Residents and their guests. All Community property, which is for the operation of the Community, including, but not limited to gas electric, water and sewer connections and other equipment and tools of Management, shall not be used, or interfered with in any way by Resident.
- C. Children (persons under the age of 18 years) must be quiet and orderly and shall not be allowed to play in the street, on the other Resident's property, on vacant home sites, or to do anything that might be a cause for complaints. Residents are responsible for guests and must acquaint all visitors with the Community Rules and Regulations. Children must be under the supervision of an adult Resident when in the Community and when using Community facilities such as the clubhouse and pool. Parents are responsible to teach children not to urinate in the pool, and the proper use of the restrooms.
- D. The violation of any law or ordinance of the City, County, State or Federal Government will not be tolerated. No conduct shall be permitted which would place Management in violation of any law or ordinance.

14. ENTRY UPON RESIDENTS HOME SITE

- A. The Management shall have a right of entry upon the home site for maintenance of utilities, utility meter reading, for maintenance of the home site where the Resident fails to maintain the home site in accordance with the Rules and Regulations and for the protection of the Community at any reasonable time. Management may enter a home without the prior written consent of the Resident in the case of any emergency or when the Resident has abandoned the home per the Mobile Home Residency Law.

15. RECREATIONAL FACILITIES

- A. Recreational facilities are provided for the exclusive use of homeowners and their accompanying guests and are not for commercial, club or general public use unless approved in writing by management.
- B. Hours for the recreational facilities and additional rules and regulations governing the use of the recreational facilities may be posted in and about the facilities and are incorporated into these Rules and Regulation by reference.
- C. No drinking of alcoholic beverages is allowed in or around the pool, clubhouse or gazebo. No glass containers may be taken into the recreation areas.
- D. No gambling will be permitted at any time.
- E. Clothing including shirts tops and footwear must be worn in all Community buildings. When wearing wet swimwear use the hallway entrance to the restrooms.
- F. Residents wishing to reserve the clubhouse for private parties, meetings or other functions should apply with Management at least two weeks in advance. Management will check for conflicts in dates and acceptability of the event. Those scheduling the event will be responsible for the normal cleanup afterwards. Residents will be required to pay in advance a one hundred dollar cleaning and security deposit. The deposit will be returned if the clubhouse is returned to a clean undamaged condition. All events in the clubhouse are for adults only, except when approved by Management. All events must be if full compliance with the Rules and Regulations and the other residency documents of the Community.

16. SWIMMING POOL RULES

- A. Persons using the pool must do so at their own risk. There is no lifeguard on duty.
- B. Swimming pool hours are posted.

- C. Swim fins, diving masks, floats and toys are not permitted.
 - D. Yelling, running horseplay and loud noises are not allowed in the pool area.
 - E. Only swimwear in good condition may be used. No cutoffs or other similar home-made street clothes are allowed.
 - F. Visiting guests and children under 18 years of age are not permitted to use pool unless accompanied by an adult. Only 2 guests per residence allowed.
 - G. For the protection of deck furniture, please place towels over chairs when using suntan oil creams or lotions.
 - H. Management reserves the right to limit the use of the pool at any time and to restrict use of the pool by anyone. Residents are responsible for the conduct of their guests.
 - I. No jumping or diving into pool.
- droppings and insuring that the pet does not disturb other residents in any way. Assistive animals, for residents requiring them due to disability are not defined as pets J. Clean up your trash and your belongings before leaving.
- K. Additional pool rules are posted in the pool area and are made part of these Rules and Regulations.

17. ADVERTISEMENTS

For sale signs may be displayed on the home in compliance with the Mobile Home Residency Law. No other signs are permitted on the space without approval.

18. LAUNDRY FACILITIES

- A. Laundry hours are posted. These facilities may be closed from time to time for cleaning and repairs. Washers, dryers, and the laundry facility are to be cleaned by Resident, immediately after use and left in a clean neat condition. Clothes are to be removed from washers and dryers as soon as they are finished. Dyeing may not be done in the washers. No washing or drying of rugs in machines.
- B. Additional rules and regulations governing the use of the laundry and its facilities are

posted and are part of these Rules and Regulations.

19. PETS

Management must approve all pets in advance of bringing pet into the Community. After approval, the pet must be registered at the office. Residents are limited to ONE PET as defined under the Mobile Home Residency Law. The Pet may be small to medium in size (at manager's discretion) and 18 inches tall at the tallest point (head) when grown. Aggressive dogs are never allowed such Pit Bulls, Dobermans or Mastiffs. All pets must be on a leash or carried when outside home and may not be left unattended fenced in or tied up outside the home. The owner is Assistive responsible for the pet at all times including, but not limited to immediate disposal of are not subject to the Community's size or weight restrictions. Assistive animals must be registered with the Manager. Residents are responsible for cleaning up after and for the behavior of their assistive animals.

20. ZONING, CONDITIONAL USE PERMIT AND LEASE

- A. The Community is not operating pursuant to any conditional use permit.
- B. The Community is not subject to any underlying ground lease.
- C. If a change occurs to the zoning permit under which the Community operates, all Residents shall be given written notice per the Mobile Home Residency Law.

21. SOLICITATION AND YARD SALES

Throwaway newspapers, distribution of handbills and door-to-door selling or solicitation are not permitted without Managements consent. Yard Sales are prohibited without Managements consent.

22. FIXTURES AND REMOVAL OF HOME

All landscaping and structures or other improvements permanently attached to or embedded in

the ground shall become a part of the realty upon their installation and belong to the Community. Upon Residents vacating the home site, such improvements shall remain upon and be surrendered with the home site. Management may, however at its option permit, or require Resident to remove at his own expense said improvements. Resident shall repair any damage to the home site caused by the removal, including, but not limited to, the filling in and leveling of holes or depressions and shall leave the home site in a neat and uncluttered condition with the Community's original engineered grade intact. Upon removal of home, awning augers or anchors need to be removed from ground or concrete slab. If homeowner wishes to remove home a \$500.00 clean up fee will be paid in advance.

23. PROCEDURE FOR COMPLAINT

In an effort to serve you better all complaints need to be in writing and signed by the person making the complaint.

24. COMMUNITY OFFICE AND EMERGENCIES.

In an emergency, call 911. Management office hours are posted to allow Residents' to conduct business during those hours. After hours calls should only be for Park emergency. The Community's office phone is for business and emergency use only, not personal calls.

EXECUTION AND ACKNOWLEDGMENT: Resident acknowledges having read the Rules and Regulations, and agrees to be bound by all the terms and conditions herein contained.

HOMESITE # _____

RESIDENT SIGNATURE _____
DATE _____

RESIDENT SIGNATURE _____
DATE _____