

MAGNOLIA LANE MOBILE HOMES PARK
2616 W. Orangethorpe
Fullerton, California 92633

April 4, 1989

RULES AND REGULATIONS

1. INTRODUCTION.

Our Rules and Regulations have been developed as a basis for good relations within Magnolia Lane Mobile Homes Park. The spirit behind these guidelines is in the Golden Rule: "Do unto others as you would have others do unto you." We trust we will have your complete cooperation not only to keep Park standards high and to maintain a happy and friendly atmosphere, but also to assure each resident a maximum of convenience and comfort.

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

2. USE OF FACILITIES.

Residents and Guests have the right to use the Homesite and Park facilities only if they comply with these Rules and Regulations and the other provisions of the Park's residency documents. Owner will attempt to promptly, equally and impartially obtain the cooperation and compliance of all Residents with respect to the Rules and Regulations and other conditions of residency. Resident recognizes, however, that Owner'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 Owner and each Resident individually. Resident agrees that he is not a third party beneficiary of any other agreement between Owner and any other Resident in this Park.

3. PARK PERSONNEL.

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

4. FAMILY COMMUNITY.

The Magnolia Lane Mobile Homes Park is a family community with no minimum age requirements for Residents.

5. GUESTS.

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

B. Owner reserves the right to determine whether the Park's recreational and other facilities can accommodate all the Residents and their guests and, therefore, Owner may refuse any guest access to said facilities if the guest's presence would reasonably detract from the use and enjoyment of these facilities by other Residents and guests who are then using the facilities.

C. A guest is permitted to use the recreational facilities only while accompanied by an adult Resident or by prior written approval of management (such approval will not be unreasonably withheld).

D. If Resident will not be present, then no guest may occupy or otherwise use Resident's mobilehome without Owner's consent.

6. MOBILEHOME STANDARDS.

A. Exterior Painting.

The exterior paint on Resident's mobilehome, 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 or chip or in any other manner that detracts from the aesthetic beauty of the park. Written approval must be obtained from Owner prior to any painting.

B. Accessory Equipment and Structures.

The installation of all appliances, accessory equipment and structures on incoming Mobilehomes by Resident shall be completed within sixty (60) days of the date Resident signs the Rental Agreement or first occupies the Mobilehome, whichever is earlier. Building permits, licenses and other similar permission from government or quasi-governmental bodies or agencies must be obtained, if so required, before any installation or construction of certain accessory equipment and structures. All such equipment and structures must comply with all federal, state and local laws and ordinances. Prior to commencing a new installation of or a change in accessory equipment and structures or a change in any appliance which is to be connected to the gas, electric or water supply, Resident shall submit for Owner's approval a written plan describing in detail the accessory equipment and structures which Resident proposes to install or change. Any accessory, equipment or structure not in compliance with the Park's residency documents shall be removed by Resident within ten (10) days of receipt of written notice. Residents are cautioned that there are mobilehomes and homesites in the Park which contain accessory equipment and structures which no longer conform with present Park standards and regulations; nonetheless, Residents may not assume their plans will be approved because they conform to accessory equipment and structures existing on other mobilehomes or homesites. Except in those instances where the electrical system capabilities may be insufficient to supply adequate power to all appliances or there are specific restrictions on the installation of certain items, references in this portion of the Rules and Regulations or in other of the Park's residency documents to items "...connected to the gas, electric or water supply..." are not intended to include normal household appliances that can be installed by simply "plugging in" an

electrical plug or attaching a water hose to an existing outlet or making a similar connection to a gas outlet. Rather, the Park is only concerned with items which require more extensive installation efforts where the method and quality of the installation may present health or safety problems if not performed correctly or the installation of items which require building permits or installation by a licensed contractor or where the Park or other persons may be adversely affected by the installation of the particular item. Conditions for specific equipment and structures are as follows:

(1) THE PARK HAS A LIMITED ELECTRICAL AMPERAGE CAPACITY. THEREFORE, RESIDENT IS RESPONSIBLE FOR ENSURING THAT RESIDENT'S MOBILEHOME AND APPLIANCES ARE COMPATIBLE WITH THE PARK'S ELECTRICAL SYSTEM. PARK OWNER MAY REQUIRE REMOVAL OF ANY APPLIANCES WHICH USE 220 VOLTS (INCLUDING AIR CONDITIONING UNITS, STOVES, CLOTHES DRYERS, ETC.) THAT, IN OWNER'S REASONABLE DISCRETION, ADVERSELY AFFECT THE UTILITY SYSTEMS OF THE PARK.

(2) Air Conditioners.

Electric air conditioners are prohibited due to limitations upon the acceptable loads to the electrical facilities within the Park. Central gas air conditioning is permissible with prior written approval from the owner. Any air conditioner installed in a mobilehome must be in good operating condition and must not make excessive noise that will be disturbing to any other Resident. Condensation accumulation from any air conditioner must be piped away from the mobilehome.

(3) Porches and Patios.

Porches and patios must be constructed under permit and meet city and state building codes. Steps must have approved handrails, as required by law. The temporary steps provided by the mobilehome dealer must be removed from the homesite no later than sixty (60) days from the time the mobilehome is moved into the Park. The area under all patio awnings shall have a porch of good manufactured quality made of materials that match or compliment the mobilehome's exterior.

(4) Skirting and Awnings.

A minimum awning of 12' x the length of the mobilehome and skirting are required on all mobilehomes. All textured materials and color must coordinate with the mobilehome. All awnings must be painted, or be of anodized aluminum or steel and must be of an approved manufactured type. Skirting may be of aluminum, masonry or other approved material, which matches the siding of the mobilehome.

(5) Siding.

All exterior siding of the mobilehome must be of alcan or masonite, or their equivalent, with skirting to match. Any other type of siding must be approved in advance by Owner.

(6) Exterior Storage Locker.

Each Resident may install up to two (2) storage lockers, which shall not exceed a combined floor area of one hundred (100) square feet or exceed eight (8) feet in height. Owner must approve the type of storage lockers and where the storage lockers will be placed. Storage lockers must conform with the color scheme of the mobilehome.

(7) Fences.

No fence may be erected without the prior written approval of Owner. Only fences between the height of 24" and 30" will be permitted.

(8) Antennas.

No exterior antennas are allowed unless prior written approval is obtained from Owner; however, no cable television service is available within the Park.

(9) Special Standards.

In order to maintain the aesthetic beauty of the Park, Owner retains the right to impose additional standards on those Residents who have corner homesites or homesites in unique locations.

7. LANDSCAPING.

A. Landscaping of unlandscaped homesites or changes to existing landscaping shall be completed within sixty (60) days of the date Resident signs the rental agreement or first occupies the mobilehome.

B. Prior to commencing any landscaping, including changes to existing landscaping, Resident shall submit a detailed landscaping plan to Owner for approval.

C. The following general landscaping standards are provided only to assist Residents in their preliminary planning:

(1) No trees may be planted.

(2) Evergreen grasses, ground covers, flowers and small shrubs are generally acceptable, and Residents are encouraged to install and maintain same.

(3) Resident shall not, unless authorization is given by Owner, remove any plants upon his vacating the Park.

(4) Owner expressly prohibits the use of any manures or odorous chemical fertilizers.

(5) Decorative rock, no larger than 3/4 inch with an underlining of black plastic for weed control may be used by the Resident.

(6) Waterfalls, statuary and other forms of decor will be permitted only with Management's approval.

D. All shrubs, vines, bushes and lawns shall be well maintained. Such maintenance shall include, but not be limited to:

- (1) The frequent, at least twice a month, mowing of any lawns;
- (2) Homesite 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 and prevents such plants from blocking a neighbor's view or from being excessively high or brushing against a neighbor's mobilehome or awning.
- (4) The trimming and maintenance of all trees and shrubs 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) The Resident will not trim trees or shrubs on Park property other than on his or her homesite without Owner's written consent.

8. GENERAL MAINTENANCE OF HOMESITE.

A. Storage.

- (1) Only outdoor patio furniture and barbecues approved for use by Owner (such approval shall not be unreasonably withheld) may be used on the patio, porch, yard or other portions of the homesite.
- (2) Storage of anything beneath, behind or on the outside of the mobilehome, is prohibited. This includes, but is not limited to, storage of boxes, trunks, wood, pipe, bottles, garden tools, mops, ladders, paint cans or any item which is unsightly in appearance.
- (3) No towels, rugs, wearing apparel or laundry of any description may be hung outside of the mobilehome at anytime. Clothes lines are provided at laundry room.

B. Dangerous Materials.

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

C. Advertising.

All exterior signs and advertising flags, including but not limited to, for sale signs and garage sale signs, are prohibited. However, Resident may place a sign in the window of the mobilehome or on the side of the mobilehome facing the street stating that the mobilehome is for sale or exchange. Such sign shall not exceed 24 inches in width and 18 inches in height and such sign shall state only the name, address and telephone number of the owner of the mobilehome or his or her agent.

D. Damage.

If any portion of the exterior of the mobilehome or its accessory equipment, structures, or appliances or the homesite are 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.

E. Concrete.

All concrete, asphalt and other surfaces shall be kept clean and maintained free of oil and all other sticky or oily substances.

F. Driveway and Street Area.

Individual driveway maintenance shall be Resident's responsibility. Residents shall keep the street area in front of their homesite free from debris.

G. Garbage and Trash Disposal.

Any garbage that cannot be placed in a mechanical garbage disposal must be wrapped, and, with other refuse, must be placed in plastic trash bags and kept inside the mobilehome or storage shed(s) until deposited in the designated disposal bins. Sanitary and health laws must be obeyed at all times. Paint, combustible, noxious, or hazardous materials including, but not limited to, household liquids, grease and oil should be removed from the Park and not placed in bins. Lids on the disposal bins are to be kept closed. At no time must bins be so loaded with landscaping and pruning matter, or other personal materials, as to render the disposal of garbage impossible by other Residents. Materials must not be left outside of the bins. Bringing in trash to dump from outside the Park to dump is not permitted.

H. Utility Pedestals.

The utility pedestals (water and utility hookups) must be accessible at all times and kept debris and weed free. If one of the Park's water shut-off valves is located on Resident's homesite, it must be kept uncovered and accessible at all times. Resident shall not connect, except through existing electrical or natural gas outlets or water pipes on the homesite, any apparatus or device for the purposes of using electric current, natural gas or water.

I. Licenses.

All mobilehomes within the Park must bear a current license and seal issued by the appropriate agency of the State of California.

9. PARKING.

A. Only passenger cars, up to a total of three (3) may be parked on Resident's homesite.

B. Parking is permitted only in designated areas. Unless otherwise posted or permitted by these Rules and Regulations, no parking is permitted on the streets of the Park. Vehicles parked on Resident's homesite may only be parked on the driveway, and not on the landscaped or other areas of the homesite. Parking is not permitted on vacant homesites. Guests may only park in designated guest parking spaces or on the host

Resident's homesite. Resident may not park in spaces designated for guests without Owner's approval. Resident may use the guest parking if the Resident is using the recreational facilities or laundry rooms. Because of the limited parking facilities, traffic congestion and noise, Owner reserves the right to restrict the number of guests bringing automobiles or other vehicles into the Park.

C. No permanent parking of trailers, trucks larger than 1 1/2 tons, campers, motorhomes or boats is permitted in the driveways. Permanent parking shall include, but not be limited to, parking for a period exceeding 7 days.

10. MOTOR VEHICLES AND BICYCLES.

A. No vehicle leaking oil or any other substances or fluids shall be allowed in the Park.

B. Only minor repairs necessary to enable the car to be moved will be permitted in the driveways or carports. In no event, may a vehicle be in a state of repair for more than twenty-four (24) hours.

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

D. Motorcycles, motor scooters, minibikes, mopeds or other two and three wheel motorized vehicles entering or leaving the Park must be driven by the most direct route between the Park's entrance and Resident's home. All such vehicles shall be equipped with mufflers or other necessary noise suppressing devices.

E. Excessively noisy vehicles are not permitted in the Park.

F. No dirt bikes or loud off-road vehicles are permitted within the Park.

G. Bicycles may only be driven on the roadways and not on sidewalks, grass, vacant homesites or any other paved area. Bicycles must obey the same traffic regulations as cars.

H. If driven at night or at dusk, bicycles must be equipped with a light on the front and a reflector in the rear.

11. CONDUCT.

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

B. Radios, televisions, record players, musical instruments and other devices must be used so as not to disturb others. "Ham" or "CB" radios or other radio transmitters may not be operated in the Park.

C. Children (those persons under the age of 18 years) who visit must be quiet and orderly and shall not be allowed to play on other Residents' properties, on vacant homesites, or to do anything which might be cause for complaint. Residents must acquaint all visiting children with the Park Rules and Regulations. Children must always be under the supervision of an adult.

D. Residents and their guests shall not encroach or trespass on any Resident's homesite or upon any area which is not open for general use by Residents and their guests. All Park property which is not for the use of Residents and their guests, including but not limited to, gas, electric, water and sewer connections and other equipment connected with utility services and tools and equipment of Owner, shall not be used, tampered with or interfered with in any way by Resident.

E. Soliciting is prohibited. All sales people must make individual appointments with the Resident concerned or interested.

F. The violation of any law or ordinance of the City, County, State or Federal government will not be tolerated. No acts or demeanor shall be permitted which would place the Owner in violation of any law or ordinance.

12. ENTRY UPON RESIDENT'S HOMESITE.

The Owner shall have a right of entry upon the Homesite for maintenance of utilities, for maintenance of the Homesite where the Resident fails to maintain the Homesite in accordance with the Rules and Regulations, and for the protection of the Park at any reasonable time, but Owner may not do so in a manner or at a time which would interfere with the occupant's quiet enjoyment. The Owner may enter a mobilehome without the prior written consent of the Resident in the case of an emergency or when the Resident has abandoned the mobilehome.

13. RECREATIONAL FACILITIES.

A. Recreational facilities are provided for the exclusive use of Residents and their accompanying guests.

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

C. No drinking of alcoholic beverages is allowed in or around the recreation area or building, except at special functions approved by Owner.

D. No gambling will be permitted at any time.

E. Residents wishing to reserve the clubhouse or rooms in the clubhouse for private parties, meetings or other functions must apply by making arrangements with Owner two (2) weeks in advance. Should the date not conflict with any other applications, social events or planned use of the facilities, and upon approval by the Owner, the request will be granted. There will be no charge for the use of the clubhouse; however, Resident will be required to pay a _____ Dollar (\$ _____) deposit. This deposit will be applied to the costs of any additional cleaning that may be necessary after the function or to any damage that may occur. Those scheduling the function will be responsible for the normal cleanup afterwards. All functions in the clubhouse are for adults only, except when approved by Owner. All such functions must be carried on in

full compliance with these Rules and Regulations and the other residency documents of the Park. Resident will, therefore, be required to provide Owner with information relating to the function so that Owner may evaluate the function.

14. 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 from 9:00 a.m. until 9:00 p.m. The pool is heated only from June until September.
- C. All persons must shower before using the pool.
- D. Rafts, floats and the like are not permitted to be used.
- E. Screaming, running, horseplay and loud noises are not allowed in the swimming pool area.
- F. Only manufactured swim wear in good condition may be used. No cutoffs or other similar "homemade" swim wear is permitted.
- G. All children who are not "potty trained" must be clad in diaper and plastic pants and are not permitted in the pool.
- H. Radios, tape players and stereo equipment are not allowed in pool area.
- I. For protection of deck furniture, please place towels over chairs when using suntan oil, creams, or lotions.
- J. Persons in swimming suits or trunks, wet or dry, will not be allowed in the clubhouse. Residents must wear a shirt or jacket at all times in the clubhouse and other Park buildings. Footwear must be worn in all Park buildings.
- K. No food or drinks are permitted in the pool area.
- L. All guests must be accompanied by an adult Resident. No Resident may have more than four (4) guests at any time in the pool area unless permission is granted by Owner.
- M. Additional pool rules are posted in the pool area and are incorporated herein by this reference.

15. LAUNDRY FACILITIES.

- A. Laundry is open twenty-four (24) hours. These facilities will be closed from time to time for cleaning and repairs.
- B. Washers, dryers, and all other laundry facilities are to be cleaned by Resident, inside and out, immediately after use. Clothes are to be removed from dryers as soon as they are dry. Dyeing may not be done in the washers. The laundry is to be left in a clean, neat and orderly condition. Pet laundry may not be done in the washers.

16. PETS.

- A. Special permission to keep a house pet in the Park must be obtained from Owner. A house pet is defined as a pet that spends its primary existence within the mobilehome. Owner reserves the right to deny a Resident a pet if there are an excessive number of pets in the Park. No more than one (1) pet is allowed per mobilehome.
- B. The type of pets permitted are dogs, cats, small birds such as parakeets and canaries, fish and other usual household pets approved by Owner. Strange and exotic pets are not permitted.
- C. Non-house pets are prohibited under any circumstances.
- D. Each pet must be licensed and inoculated in accordance with local law.
- E. Pets will not be allowed in the clubhouse, laundry or any recreational area at any time.
- F. Pets may be walked on the Park streets provided that they are on a leash at all times. Do not allow your pet to trespass upon Resident's Homesite. Goodwill can be more readily maintained with your neighbors if you take your pet to an area outside of the Park for potty purposes.
- G. Regardless of the area, any excrement left by a pet must be picked up immediately, and disposed of in an appropriate manner.
- H. Pets running loose in the Park will be taken to Animal Control. Recurring violation of this rule will lead to the loss of the privilege to maintain a pet.
- I. Under no condition are pets to invade the privacy of anyone's homesite, flower beds, shrubs, etc. This is basic courtesy, and violation of this right by a pet owner can only indicate a lack of consideration for one's neighbor.
- J. Pets will not be allowed to cause any disturbance which might annoy neighbors, including but not limited to, barking, growling, biting or any other unusual noises or damage.
- K. Guests are not permitted to bring their pets into the Park.
- L. No exterior pet housing is permitted in the Park. This includes, but is not limited to, any type of confining barricade or structure.
- M. Tying of pets outside the mobilehome and leaving them unattended is prohibited.
- N. If any of these rules regarding pets is violated and such violation is noted by the Owner or a valid complaint is made by another Resident, the Resident owner of the pet will receive an official notice in writing stating that their right to keep their pet within the Park is terminated.

17. FIXTURES.

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 Owner. Upon Resident's vacating the homesite, such improvements shall remain upon and be surrendered with the homesite. Owner may, however, at its sole option, permit or require resident to remove, at his own expense, said improvements. Resident shall repair any damage to the homesite caused by removal, including, but not limited to, the filling in and leveling of holes or depressions, and shall leave the homesite in a neat and uncluttered condition with the Park's original engineered grade intact.

18. SOLICITATION.

Throw-away newspapers, distribution of handbills and door-to-door selling or solicitation are not permitted without Owner's consent.

19. PARK OFFICE AND COMPLAINTS.

Except in an emergency, please do not telephone or contact the Owner or Park Management after normal business hours. The Park's office phone is for business and emergency use only. Except for emergencies, all complaints must be in writing and signed by the person making the complaint.

20. REVISIONS OF RULES AND POSTING.

Owner reserves the right to add to, delete, amend, and revise these Rules and Regulations from time to time, as provided in Section 798.25 of the California Civil Code.

21. PARAGRAPH HEADINGS.

The headings and titles of the paragraphs within these Rules and Regulations are included for purposes of convenience only and shall not affect the construction or interpretation of any of the provisions of said Rules and Regulations.

READ AND ACCEPTED:

Dated: _____

RESIDENT

Dated: _____

RESIDENT

Dated: _____

RESIDENT

Dated: _____

RESIDENT