

VALLEY VIEW MOBILE HOME PARK

12995 Sixth Street
Yucaipa, California 92399

RULES AND REGULATIONS

1. INTRODUCTION

- 1.1 Our Rules and Regulations have been developed as a basis for good relations within Valley View Mobile Home Park. The spirit behind these guidelines is in the Golden Rule: "Do unto others as you would have others do unto you." The rules and regulations are part of your rental agreement. Please read the Rules and Regulations carefully and keep them on file. The rules and regulations constitute a binding agreement between you and the park. At all times, the rules and regulations will be interpreted in a reasonable fashion consistent with the Mobilehome Residency Law as it may change from time to time. If you do not understand any of these rules, contact management.
- 1.2 The *universal* rule always applicable and controlling unless a more specific rule exists, is that residents must conduct themselves in a reasonable manner, so as not to adversely affect neighbors, management, property, or others. In other words, no nuisance, breach of quiet enjoyment, annoyance, violation of laws or regulations, or injurious conduct or conditions are permitted, even if not specifically described or prohibited in these rules and regulations.
- 1.3 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. Park Management 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 or residency. Resident recognizes, however, that the park'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 the Park and each Resident individually. Resident agrees that he is not a third party beneficiary of any other Agreement between the Park and any other resident of the Park.
- 1.4 Owner shall be represented by a Resident Manager who is vested with all 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 directors, representatives, officers, employees and agents.

2. **COMMUNITY STATUS:** Valley View Mobile Home Park is designated as a senior citizen's community. No person under the age of fifty-five (55) years may become a Resident or regularly reside within the Park without the express written approval of management. Exceptions may be considered for those who have a disability.

3. CONDUCT

- 3.1. Actions by any person of any nature which may be dangerous, injurious, a nuisance, breach of quiet enjoyment, disturbing, annoying, offensive to the senses of other tenants, profane,

tortuous, damaging, illegal or which may create a health and safety risk or unreasonable interference with the rights and privileges of others in the park are prohibited. This includes, but is not limited to, any unusual, disturbing or excessive noise, intoxication, quarreling, threatening, fighting or illegal conduct, profanity, illegal activity, dangerous or negligent conduct or condition, or objectionable or abusive language or conduct. The use, display or brandishing of any weapon, including but not limited to, a bow and arrow, BB/pellet/dart guns, slingshots, martial arts weapons, guns, knives, fireworks and flares are forbidden. Persons under the influence of alcohol or any other substance shall not be permitted in any area of the Park that is generally open to Residents and their guests.

- 3.2. Radios, televisions, record players, musical instruments and other devices must be used so as not to disturb others. Mobilehomes may resonate or amplify stereo reproduction and sound so as to disturb and annoy other residents, especially sound in the bass range. "Ham" or "CB" radios or other radio transmitters, which cause interference to telephone, television, or radio reception, may not be operated in the Park. No exterior "ham" and "CB" antennas are allowed.
- 3.3. Residents and their guests shall not encroach or trespass on any other Resident's homesite or upon any area that is not open for general use by Residents and their guests. All Park property which is not open for general use by 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, tested, examined, opened, adjusted, inspected, tampered with or interfered with in any way by Resident for safety reasons.
- 3.4. Except for outside barbecues approved for use by Owner or fireplaces and other appliances installed in a Resident's mobilehome, no fires are permitted.
- 3.5. Children (those persons under the age of 18 years) who visit must be quiet and orderly and shall not be allowed to play in the street, on other Resident's property, on vacant homesites, or to do anything that might be cause for complaint. Resident must acquaint all visiting children with the Park Rules and Regulations. Children must always be under the supervision of an adult. Children are not permitted in the clubhouse by themselves and must be under the supervision of an adult Resident when using the pool tables and pool equipment.
- 3.6. Residents and guests must be quiet and orderly and shall not do anything that might be cause for complaint. Resident must acquaint all guests and occupants of the mobilehome with the Park Rules & Regulations.
- 3.7. Baseball, softball, soccer, volley ball, football, Frisbees, boomerang-type products, or ball throwing of any kind (including all projectiles, flying toys or objects of any kind, design or purpose) is prohibited within the park, including on Resident's homesite.
- 3.8. The violation of any law, regulations or governmental directives or orders of the city, county, state or federal government will not be tolerated. No acts or demeanor shall be permitted which would place management in violation of any such legal requirements or standard.
- 3.9. The mobilehome and homesite shall be used only for private residential purposes and no business or commercial activity of any nature shall be conducted thereon unless that business is duly licensed by the City of Yucaipa.

4. GUESTS

- 4.1. All guests must register with the Park if they stay with a resident more than a total of twenty (20) consecutive days or a total of thirty (30) day in a calendar year (hereinafter “grace period”). Furthermore, if any guest stays beyond the grace period, resident may be charged a guest fee for each month following the expiration of such grace period, as set forth in the rental agreement. 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. No such charge will be imposed if the Guest is an immediate family member of Resident (as set forth in Civil Code §798.35) or if the Guest is sharing Resident’s mobilehome pursuant to Civil Code §798.34(b), (c) or (d).
- 4.2. Before any additional person (other than the ones listed on the Resident’s rental agreement) may stay longer than the grace period and/or is permitted to reside with Resident, Resident must insure that such person comply with the following: (1) register with Park Management; and (2) sign a copy of the then current Rules & Regulations and execute all other residency documents as required by Park Management. However, no such person or registered guest will have any rights of tenancy in the Park in the absence of Resident.
- 4.3. 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. In accordance with law, Homeowner(s) is/are personally and fully legally liable and responsible for all the actions and conduct of his or her guests while in any location within the community, as though the actions and conduct were the homeowner’s and other resident’s.
- 4.4. Park management reserves the right to determine whether the Park’s recreational and other facilities can accommodate all the Residents and their guests and, therefore, the Park’s management 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.
- 4.5. A guest is permitted to use the recreational facilities only while accompanied by an adult Homeowner or Resident.
- 4.6. There is no power or right to sublease, except in accordance with Civil Code section 798.23.5. Accordingly, if a registered owner of the mobilehome will not be residing in the mobilehome, no guests may occupy or otherwise use Resident’s mobilehome without the Park’s consent. If a guest has received approval by the park, such guest will be permitted to occupy Resident’s mobilehome and use the recreational facilities.

5. MOBILEHOME STANDARDS

- 5.1. To ensure architectural compatibility, construction and installation standards, and all incoming mobilehomes must be approved by Management. All mobilehomes in the Park shall conform in size to the requirements of the lot on which they are placed as established by the Park’s management. The Park’s management shall determine placement of homes.

- 5.2. No more than two (2) persons per bedroom, plus one (1) additional person per mobile home, may regularly occupy the mobilehome. For purposes of this restriction, a “bedroom” is a room intended by the manufacturer of the mobile home to be regularly used as a bedroom and all bedrooms must contain closet space. A bedroom is not a den, family room, living room or other room that has been or could be converted to a bedroom.
- 5.3. 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.
- a. 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.
 - b. 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 the Park’s management approval a written plan describing in detail the accessory equipment and structures which Resident processes to install or change. Such plan must include, but may not be limited to, dimensions of mobilehome, placement of mobilehome on the Homesite, and proposed placement of accessory equipment in relation to lot lines and all other structures.
 - c. Only accessory equipment and structures that are prefabricated or otherwise manufactured may be installed on Resident’s homesite. No “homemade” structure is permitted, but accessory equipment and structures that are constructed to contractor standards may be permitted with prior written approval of Park Management.
 - d. Resident shall remove any accessory, equipment and structure not in compliance with the Park’s residency documents with ten (10) days of receipt of written notice.
 - e. If a Resident does make a change in existing accessory equipment, the standards for incoming mobilehomes must be met, and all work shall be completed within sixty (60) days of approval.
 - f. 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 the accessory equipment and structures existing on other mobilehomes or homesites.
- 5.4. 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. RESIDENT MAY NOT OVERLOAD THE SPACE AMPERAGE RATING NOR THE BRANCH CIRCUIT WHETHER SEPARATE FROM OR TOGETHER WITH OTHER POWER DEMANDS ON THE PARK’S ELECTRICAL SYSTEM. PARK OWNER MAY REQUIRE REMOVAL OF ANY APPLIANCES THAT, IN OWNER’S REASONABLE

DISCRETION, ADVERSELY AFFECT THE UTILITY SYSTEMS OF THE PARK. RESIDENT WARRANTS THAT ALL INSTALLATION OF EQUIPMENT AND APPLIANCES SHALL COMPLY WITH ALL APPLICABLE LAW AND REGULATIONS AND AGREES TO HOLD MANAGEMENT AND ITS AGENTS AND EMPLOYEES FREE AND HARMLESS FROM ANY LIABILITY, CLAIM OR LOSS IN THE EVENT OF NON-COMPLIANCE.

- 5.5. Prior to the installation or replacement of any swamp cooler or air conditioner, Resident must obtain written approval from Management. Swamp coolers and air conditioners must be in good operating condition, must not be installed on street side of the mobilehome, and must not make excessive noise that will be disturbing to any other Resident. Condensation must be piped away from the mobilehome and not be allowed to fall onto the ground under the mobilehome or on another space. Air conditioners must operate within the limitations of the electrical load for the homesite.
- 5.6. Porches and patios are required and must be constructed under permit and comply with all applicable laws and regulations. The area under all patio awnings shall have a porch of good manufactured quality of materials that match or complement the mobilehome's exterior. All steps must be of good manufactured quality and side faced to match the mobilehomes exterior. Steps must have approved handrails, as required by law. Unless made of masonry, steps and patio surfaces must be covered with carpet or other approved material. 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.
- 5.7. Skirting, awnings and rain gutters are required on all mobilehomes. All textured materials and color 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.
- 5.8. A carport that extends in length from the front to the rear of the mobilehome and in a width from the mobilehome to the edge of the driveway is required with approved roof materials and fascias. Free standing carport awnings, awnings and porch requirements for mobilehomes with front entrances and expando types must be approved by Owner prior to installation. The fascia shall be installed completely around the perimeter of the mobilehome. Where the mobilehome is joined at the roof the fascia shall be of the same material as the roof.
- 5.9. Each Resident may install as many storage buildings with a combined maximum floor area as permitted under California Code of Regulations, Title 25. Park management must approve the type of storage buildings and where the storage buildings will be placed; wooden storage sheds are prohibited.
- 5.10. Fences are generally prohibited from being placed on the homesite. Any exception to this requires that a plan be submitted to management and management approval be documented in writing.
- 5.11. Satellite Dishes and Antennas.

- a. This rule applies to the placement on a manufactured home or leased homesite of a dish designed to receive broadcast satellite service or other video programming services (referred to as a “satellite dish”). Regulations of the Federal Communications Commission (the “FCC”) do not allow management to prohibit installation of satellite dishes of one-meter diameter (39 inches) or smaller on homes, but they do allow reasonable restrictions affecting placement, appearance or installation.
- b. A satellite dish installed by a resident of the Community must be affixed to the resident’s home or improvements or the ground within the resident’s homesite in a location not visible from the street. If placement in such location impairs the quality of reception, a partially visible satellite dish colored to blend with its surroundings may be placed on the home or homesite in the most unobtrusive location possible, attractively shielded from view to the extent feasible. In all instances, the satellite dish must be securely affixed and placed in a manner that will not constitute a hazard. Satellite dishes larger than one meter in diameter are prohibited.
- c. This rule applies to the placement on a manufactured home or leased homesite of an antenna designed to receive over the air broadcast signals from local VHF and UHF television stations. Regulations of the Federal Communications Commission (the “FCC”) do not allow management to prohibit installation of such antennas on homes, but they do allow reasonable restrictions affecting placement, appearance or installation.
- d. In order to maintain an attractive community, residents are strongly urged to rely on indoor antennas, cable or master antenna distribution rather than install visible outdoor antennas. Efforts have been initiated to urge change or reinterpretation of FCC regulations so that outdoor antennas may be prohibited. Residents are advised before spending money on an antenna that such an antenna may later be prohibited. If a resident nevertheless decides to install an outdoor antenna, it must be affixed to the resident’s home or improvements or the ground within the resident’s homesite in a location not visible from the street. The antenna must be no higher than 12 feet above the roofline or larger than needed to receive a signal or reasonable quality. If such placement impairs the quality of reception, a partially visible antenna may be placed on the home or homesite in the most unobtrusive location possible, attractively shielded from view to the extent feasible. In all instances, the antenna should be securely affixed and placed in a manner that will not constitute a hazard. All other antennas, including “CB” or “ham” radio antennas, are expressly prohibited.

5.13. One (1) permanent flagpole is permitted.

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

6. **LANDSCAPING**

6.1. Landscaping of unlandscaped homesites or changes to existing landscaping shall be completed within ninety (90) days of the date Resident signs the rental agreement or first occupies the mobilehome, whichever is earlier.

- 6.2. Prior to commencing any landscaping, including changes to existing landscaping. Resident shall submit a detailed landscaping plan to the Park for approval. All changes made by Residents already residing in the Park must be completed within sixty (60) days for approval. Resident is cautioned that there are homesites within the Park that may have landscaping that no longer conforms with present Park standards and regulations. Therefore, Resident may not assume Resident's plans will be approved because the plans conform to existing landscaping.
- 6.3. The following general landscaping standards are provided only to assist Residents in their preliminary planning:
- a. Live plants are strongly preferred, but high-quality artificial plants may be used with written management approval. Any artificial plants must be maintained to keep their appearance.
 - b. Evergreen grasses, ground covers, flowers and small shrubs are generally acceptable, and Residents are encouraged to install plants that require minimum watering.
 - c. Resident shall not, unless prior written consent is give by management, remove any trees, landscaping, improvements, masonry, plants or other permanently affixed improvements added to the Homesite, upon vacating the Park.
 - d. The Park expressly prohibits the use of any manures or odorous chemical fertilizers.
 - e. Waterfalls, statuary and other forms of décor will be permitted only with Management's approval.
 - f. Some form of planted ground cover, acceptable by the Park's management is required.
 - g. Decorative rock, no larger than $\frac{3}{4}$ of an inch, with an underlining of black plastic for weed control may be used by Resident.
 - h. A tree may be planted on Resident's homesite only with prior written approval of park management. Management retains the option to determine the location of and the type of tree that may be planted.
 - i. To avoid damage to underground utilities, Resident must have Park management's consent before digging or driving rods or stakes or poles into the ground. Resident shall bear the cost of repairs to any utilities or Park property damaged by Resident.
 - j. The existing drainage pattern and grading of the homesite may not be changed without Park management's consent.
- 6.4. All landscaping, including but not limited to, shrubs, vines, bushes and lawns, shall be well maintained. Such maintenance shall include, but not be limited to:
- a. The frequent, at least twice each month, mowing of any lawns;
 - b. Homesite shall be kept free of weeds and debris at all times.

- c. Decorative rock must be washed frequently and additional rock added as necessary, to insure that there is sufficient rock at all times to adequately cover the area over which the rock is spread.
- d. 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.
- e. 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. If a Resident feels that a tree on his/her property poses a specific health or safety hazard, the Resident may request in writing that management take action to remove the hazard. If Park Management agrees that such hazard exists, Park Management shall take action to eliminate the hazard at its own expense. In the event of a dispute over the assertion that the tree poses a specific hazard or health and safety violation, either party may request an inspection by the Department of Community Housing and Development, or a local agency empowered to settle such disputes, and said agency's decision shall settle the dispute. Resident is responsible for the maintenance of all trees located on his/her homesite up to the boundaries of Resident's homesite. The Resident will not trim trees or shrubs on Park property other than on his or her homesite without park management's written consent.
- f. When vacationing or absent for any other reason, it is the responsibility of the Resident to arrange for someone to water and to maintain the homesite.
- g. If you fail to maintain your space after being given fourteen (14) days written notice to do so, management may have the necessary work performed and may charge you a reasonable fee for this service. This fee for service provided is considered additional rent if added to your monthly rent statement and is due immediately following receipt of such statement.

7. GENERAL MAINTENANCE OF HOMESITE

- 7.1. Wheels, hitches, and other items permitted by law are the only things that may be stored under the mobilehome. Storage of anything 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. Only outdoor patio furniture and barbecues approved for use by Owner (such approval shall not be reasonably withheld) may be used on the patio, porch, yard, or other portions of the homesite.
- 7.2. Resident shall at all times maintain Resident's mobilehome and homesite in a clean and sanitary condition, and shall cause all rubbish and other debris to be removed from Resident's mobilehome and homesite on a regular basis. Resident is financially responsible to maintain, repair and replace (as necessary) Resident's mobilehome and all accessory equipment and structures, and Resident must keep these items in good condition and repair at all times.
- 7.3. The exterior paint on Resident's mobilehome, accessory structures and equipment shall be properly maintained. Proper maintenance shall include, but not 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 the Park. Spray painting may only be performed by a licensed and insured painter. Written approval must be obtained from Management prior to any painting. Any change in color requires advance approval of Park Management.

- 7.4. No aluminum foil, sheets, blankets, towels, clothing, plywood, paneling, newspaper, shopping bags, paper material, paint or any other material not designed as a window covering, shade or screen may be used as insulation on windows or as window covering in any location in or on the mobilehome. No towels, rugs, wearing apparel, or laundry of any description may be hung outside of the mobilehome at any time.
- 7.5. Anything which creates a threat to health and safety shall not be permitted on the homesite. No hazardous, 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 reasonable necessary for normal household purposes. Resident may not cause or allow hazardous substances or waste to be disposed of anywhere in the Park, including, but not limited to, trash cans, trash bins, the sewage disposal system, or any other trash or disposal area in the park. Such substances must be physically removed from the Park and disposed of elsewhere in compliance with law.
- 7.6. If any portion of the exterior of the mobilehome or its accessory equipment, structures, or appliances or the homesite 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 mobilehome has not been repaired, reconstructed, or restored within a reasonable time after work has been commenced on it, the Resident shall remove the mobilehome from the Park at his expense. If the Resident fails to do so within ten (10) days after Park management gives him written notice to remove the mobilehome, the actual costs of such removal shall be immediately due and payable to the Park. Upon such removal, the agreement under which Resident occupies the homesite shall terminate, unless Resident gives Park management sixty (60) days' written notice. In the interim, Resident shall continue to be bound to perform all his promises and obligations under this agreement.
- 7.7. Park Management shall be solely responsible for the maintenance, repair, replacement, paving, sealing and any other expense related to the maintenance of all driveways installed by Park Management, including, but not limited to, repair of root damage to driveways and foundations systems and removal of the roots. The Resident shall keep the driveway clean and free of oil and all caustic chemicals.
- 7.8. The utility pedestals must be accessible at all times. No structures may be installed and no shrubbery may be planted which would obstruct the utility pedestals so as to impede the reading of utility. If one of the Park's utility 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.
- 7.9. All mobilehomes within the Park must bear a current license and seal issued by the appropriate agency of the State of California.

- 7.10. Garbage must be wrapped and, with other refuse, must be placed in plastic trash bags and kept inside the mobilehome or storage shed until deposited in the designated disposal bins. Sanitary and health laws must be obeyed at all times. 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 materials as to render the disposal of garbage impossible by other Residents. Materials must not be left outside of the bins. Bringing trash from outside the Park's disposal bins is not permitted. The local refuse hauler will pick up trash periodically.
8. **PARKING** Only passenger cars, up to a total of two (2), may be parked on Resident's homesite.
- 8.1. Parking is permitted only in designated areas. 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. Because of the limited parking facilities, traffic congestion and noise, Park management reserves the right to restrict the number of guests bringing automobiles or other vehicles into the Park. Resident may not park in spaces designated for guests without Park management's approval. Resident may use the guest parking if the Resident is using the recreational facilities or laundry rooms.
- 8.2. Unless otherwise posted or permitted by these Rules and Regulations, no parking is permitted on the streets of the Park.
- 8.3. No permanent parking of trailers, boats, or trucks larger than 1 ton is permitted in the driveways. Permanent parking shall include but not be limited to, parking for a period exceeding 48 hour of parking on the homesite or street more than five (5) times in any one month, except for short periods (1hour) for loading and unloading.
- 8.4. A limited number of parking spaces are available for travel trailers, boats, campers, trucks and extra cars on a first come first serve basis. By providing such spaces to the Residents, the Park is providing a service. Therefore, the Park may impose an additional fee for the storage of any vehicle, boat or trailer.
9. **MOTOR VEHICLES AND BICYCLES** No vehicle leaking oil or any other substances or fluids shall be allowed in the Park. No maintenance, repair or other work or any kind of any vehicle, boat or trailer (other than the mobilehome Resident besides in) may be done on the homesite without Park management's consent. This includes, but is not limited to, the changing of oil. For the safety of Park Residents and their guests, no vehicle may be driven in an unsafe manner and in no event at a speed greater than fifteen (15) miles per hour. All traffic signs must be obeyed. No vehicle may be operated in the Park by any person who is not properly licensed. All traffic signs must be obeyed. No vehicle may be operated in the Park by any person who is not properly licensed. All vehicles operated within the Park must be registered and licensed for street usage. Excessively noisy vehicles are not permitted in the Park.
- 9.1. Bicycles may only be driven on the roadways and are not permitted on sidewalks, grass, vacant homesites, any other paved area or other common areas. All bicycle users must obey the same

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

- 9.2. Vehicles are not permitted in the Park unless they are regularly maintained in normal operating condition and are neat and clean in appearance. This includes, but is not limited to, vehicles whose exterior appearance has deteriorated to a point where they are unsightly and detract from the appearance of the Park, or vehicles that contain unsightly loads that are visible to other persons.
10. **ADVERTISEMENTS** All exterior signs and advertising flags, including, but not limited to “Garage Sale” and “Open House” signs are prohibited. You may, however, have a sign advertising your mobile home for sale, but the size and number of these signs may not exceed that provided in the Mobile Home Residency Law. Homeowner is permitted to advertise the sale of the mobilehome in accordance herewith and the Mobilehome Residency Law as it may change from time to time. Accordingly, Homeowner may place a sign not greater than twenty-four inches in width by thirty-six inches in height in a window, on the side of the mobilehome facing the street, or in front of the mobilehome facing the street of an “H” or “A” frame design sign, stating that the mobilehome is for sale or exchange. Posted signs in front of the mobilehome shall be perpendicular to but may not extend into the street. The Mobilehome Residency Law states that the sign shall state the name, address and telephone number of the mobilehome owner or owner’s agent. All future changes to the Mobilehome Residency Law are incorporated herein by this reference and shall become effective concurrent with such changes. Additionally, one flag in front of the mobilehome is permitted.
11. **RECREATIONAL FACILITIES.** Recreational facilities are provided for the exclusive use of residents and their accompanied guests. The facilities may be closed from time to time for cleaning and repairs.
 - 11.1. 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.
 - 11.2. No drinking of alcoholic beverages is allowed in or around the recreation area or building, except at special functions approved by management. No glassware or glass containers may be taken into the recreation areas.
 - 11.3. No gambling will be permitted at any time. However, bingo is allowed if organized by the Park’s Residents and Owner gives written approval. In no event will any person under 21 years of age be permitted to play bingo.
 - 11.4. Persons in swimming suits or trunks, wet or dry, will not be allowed in the clubhouse. Residents and guests must wear a shirt or jackets at all times in the clubhouse and other Park buildings. Footwear must be worn in all Park buildings.
 - 11.5. No Resident may have more than two (2) guests at anytime in the billiard room unless Park management grants permission.

11.6. Residents wishing to reserve the clubhouse or rooms in the clubhouse for private parties, meetings or other functions must apply by making arrangements with Park management 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 management, the request will be granted. There will be no charge for the use of the clubhouse; however, resident will be required to pay for any additional cleaning that may be necessary after the function or for any damage that may occur. Those scheduling the function will be responsible for all cleanup immediately after the event or party. 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 management with information relating to the function so that evaluation can be fairly made as to whether such function complies with the rules and regulations.

12. **SWIMMING POOL AND SPA RULES**

- 12.1. Persons using the pool must do so at their own risk. There is no lifeguard on duty.
- 12.2. All persons must shower before using the pool.
- 12.3. Swim fins, diving masks, rubber floats, and the like are not permitted to be used while others are using the pool.
- 12.4. Only manufactured swim wear in good condition may be used. No cutoffs or other similar “homemade” swim wear is permitted.
- 12.5. Screaming, running, horseplay and loud noises are not allowed in the recreational areas.
- 12.6. All guests must be accompanied by a Resident in order to use the swimming pool.
- 12.7. For protection of deck furniture, please place towels over chairs when using suntan oil, creams, or lotions.
- 12.8. Additional pool rules are posted in the pool area and are incorporated herein by this reference.
- 12.9. 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.
- 12.10. Shoes or sandals must be worn in the pool area at all times.
- 12.11. No glass containers of any kind are permitted in the pool area.
- 12.12. The swimming pool is closed from November 1 to May 30.
- 12.13. Residents hereby release and indemnify management and its agents and employees from any and all claims for damages, injuries and otherwise, resulting from the Resident’ use of the swimming pool and spa. Residents further agree to hold management free and harmless from all liability and expense in connection with any injuries resulting to any Resident, any guests of Resident, or other invitees in the pool or surrounding area. This release is intended as a full and

complete release to any and all claims resulting from the use of the pool. Residents release and indemnify management from any such claims in the future.

13. **LAUNDRY FACILITIES** Laundry hours are posted. These facilities will be closed from time to time at Park management's discretion for cleaning and repairs. 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. Additional rules and regulations governing the use of the laundry and its facilities are posted and are incorporated herein by reference.
14. **PETS.** Special permission to keep a house pet must be obtained from Management. All residents interested in having a pet are required to complete the pet application that shall be maintained on file and incorporated by this reference. If you lose your pet or wish to acquire a pet after moving in, you must obtain prior written approval. No more than two dogs or two cats or one dog and one cat are allowed per mobilehome.
 - 14.1. The types of pet permitted are: small dogs or cats, a small bird (such as a parakeet or canary), fish and other usual household pet approved by Management. A house pet is defined as a pet that spends its primary existence within the mobilehome. Only dogs and cats are allowed that, when fully grown, do not exceed sixteen (16) inches in height at the shoulder (when pet is in a standing position) and do not exceed twenty-five (25) pounds in weights. Exotic, poisonous, dangerous, illegal, feral pets, farm animals and poultry are prohibited.
 - 14.2. If any of the rules regarding pets is violated, and such violation is noted by Management or a valid complaint is made by another Resident, the Resident owner of the pet will receive an official notice in writing stating the right to keep a pet within the Park is terminated.
 - 14.3. Each dog and cat must be licensed and/or inoculated in accordance with local law. Evidence of licensing and inoculation shall be submitted to Park Management within seven (7) days of receipt of written request for such information.
 - 14.4. Pets will not be allowed in any common area at any time. Washing of pets is prohibited in laundry areas or rest rooms. Any pet running loose in the Park will be impounded at your expense. If you wish to take your pet out of the Park or to the exercise area, it must be leashed while in the Park and walked there by the most direct route. Pets may not otherwise be walked in the park. Under no condition are pets to invade the privacy of anyone's homesite, flowerbeds, shrubs, etc. Any of your pet's excrement left in any area, including your own space, must be picked up immediately and disposed of in your home.
 - 14.5. Pets shall not disturb, annoy, threaten or endanger any person. If your pet causes any disturbance, annoyance, or harm, such as barking, growling, chasing, biting or damage which annoys or causes harm to a neighbor or which is a subject of complaint, reserve the right to revoke permission to keep the pet.
 - 14.6. Guests are not permitted to bring any pet into the Park.

- 14.7. No exterior pet housing is permitted in the Park. This includes, but is not limited to, any type of confining barricade or structure. Tying of pets outside the mobilehome and leaving them unattended is prohibited.
15. **SOLICITATION** Throw-away newspapers, distribution of handbills and door-to-door selling or other commercial solicitation are prohibited. All salespeople must make individual appointment with the Resident concerned or interested.
16. **RESIDENT QUESTIONNAIRE**
- 16.1. The Park was purchased by a non-profit corporation and financed with tax-exempt bonds and other governmental assistance. One of the Park's obligations is to provide evidence of continuing qualification for property tax exemption and other cost savings programs. Therefore, in the mutual interest of management and all residents, the following certification will be conducted annually. Cooperation from each resident is mandatory.
- 16.2. All residents must provide Park Management with a completed Income Certification Form, which will confirm personal income and other demographic information. Each certification form must be returned within seven (7) days of receipt. Income Certifications shall not be unnecessarily disclosed to any third parties; i.e., to persons who are not employees or agents of the non-profit owner, unless required by Court order or other authority or legal obligation. Such certification will be needed annually.
17. **NON DISCRIMINATION** Resident herein covenants by and for the resident and resident's heirs, personal representatives and assigns and all persons claiming under the resident or through the resident that there be no discrimination against or segregation of any person or of a group of persons on account of race, color, religion, creed, disability, sex, sexual orientation, marital status, age, ancestry or national origin in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the land herein leased nor shall the resident or any person claiming under or through the resident establish or permit any such practice of practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of residents, lessees, sublessees, subtenants, or vendees in the land herein leased.
18. **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.
19. **ENTRY UPON RESIDENTS HOMESITE** Park management 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 Park management may not do so in a manner or at a time which would interfere with the occupant's quiet enjoyment. The Park management 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.
20. **RELEASE OF LIABILITY** Homeowners agree that all personal property, including mobilehomes placed on the sites shall be at homeowner's risk, and management shall incur no

liability for loss or injury with respect thereto, or with respect to any property of persons due to causes, including but not limited to, faulty installation of the mobilehome, fire explosion, flood, smoke, water escape, changes in level of underground water table, windstorm, hail, ground movement, lighting, aircraft, vehicles other than those operated by or for the community, earthquake, and insect damage of any nature whatsoever. Homeowners further agree to hold management harmless from any liability arising from injury to persons or property caused by any act or omission of the homeowner, his family, licensee or invitee. Excluded from this release are injury or damage resulting from management's active negligence and willful misconduct. However, Homeowner releases management from all consequential losses and agrees to indemnify and hold the management harmless from such losses.

- 21. **REVISION OF RULES** 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.

- 22. **PARAGRAPH HEADINGS AND BOLD TYPE** The headings and titles of the paragraphs within these Rules and Regulations are included for the purposes of convenience only and shall not affect the construction or interpretation of any of the provisions of said Rules Regulations. The same holds true with those areas that we have bolded for quick reference.

- 23. **CONFORMANCE TO MOBILEHOME RESIDENCY LAW** The rules and regulations shall be interpreted in a reasonable and fair manner, and in accordance with the Mobilehome Residency Law. From time to time, the Mobilehome Residency Law may be amended. Accordingly, should the Mobilehome Residency Law be changed to invalidate or modify the Homeowners' obligations under these Rules and Regulations, such changes to invalidate or modify the Homeowner's obligations under these Rules and Regulations, such changes shall be deemed to be automatically applicable to these Rules and Regulations.

RESIDENTS ACKNOWLEDGE BY THEIR SIGNATURE BELOW THEIR RECEIPT OF THESE RULES AND REGULATIONS.

Dated: _____
Homeowner

Dated: _____
Homeowner

Dated: _____
Homeowner