

SIERRA SPRINGS MOBILEHOME PARK

7560 WOODMAN PLACE
VAN NUYS, CALIFORNIA 91405

Space: _____

RULES AND REGULATIONS

Resident Names: _____

EQUAL HOUSING OPPORTUNITY

WE DO BUSINESS IN ACCORDANCE WITH THE FEDERAL FAIR HOUSING LAW IT IS ILLEGAL TO DISCRIMINATE AGAINST ANY PERSON BECAUSE OF RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN

These are the Rules and Regulations of SIERRA SPRINGS Mobilehome Park. The rules and regulations are for the protection of the park and to promote compliance with law, care for common areas and reasonable conduct and maintenance standards. 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. However, these rules and regulations are not permanent by nature, and may be changed any time on conformance with procedures required to do so. Changes to the Mobilehome Residency Law occur each year. If significant, we will provide you copies of the Mobilehome Residency Law as required by law. If any of these rules are unclear, contact the Park Manager for an explanation. We hope that you will study these rules and comply with them enthusiastically and voluntarily. Residency in the Community is based on your word that the rules will not be violated. And, the rules promote interests which may have consequences for you as a resident.

UNIVERSAL RULE: 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. It is important that you carefully read all of these Rules and Regulations so that you have a clear understanding of them.

BASIC RULE AND TYPICAL RESIDENTIAL NEIGHBORHOOD STANDARD. As a general rule, our Park is like other typical residential neighborhoods of similar quality and population makeup in our geographic area. Just like any other typical residential area, you and the other residents are expected to accept a reasonable amount of disturbances and other activity by your neighbors and others which won't be to your liking. For example, periodically your neighbors may give a party, run their lawn mowers or other noisy equipment earlier than you'd like, make too much noise when they start their car, or do other things which commonly occur in any other neighborhood which will disturb you.

A. If one of your neighbors, another resident or their guest is unreasonably disturbing you or others, you agree to affirmatively contact the person and make reasonable efforts to resolve it. If the problem is one reasonably proper for seeking intervention of police or other public authorities, it is required that appropriate contact be initiated and a complaint filed. If you can't resolve a problem with a neighbor, and you are materially disturbed or annoyed, management may attempt to take reasonable steps to try to resolve the problem.

B. We will make a reasonable effort and try and have residents and guests comply with these Rules and Regulations, but at the discretion of the Owner, minor or ordinary occurrences tolerated in a typical neighborhood constitute modern day life which cannot be avoided or remedied. There will also be instances where we will not be able to be successful in enforcing these rules when we reasonably seek to do so. In many instances, it may be impossible or impractical for us to enforce these rules because, for example, our legal advisors conclude that judicial willingness to enforce certain rules may not be reasonably certain, the severity of the violation warrants no enforcement activity, and due to other practical and legal reasons. Because of these and other similar considerations, you agree that by freely deciding to establish tenancy in the Park and continuing your tenancy, we will not be liable to you or others for typical and routine disturbances commonly foreseeable, nor are we liable for inconsistent or lack of enforcement of these Rules and Regulations.

C. These Rules and Regulations are a private matter of contract between resident and management. These Rules and Regulations are not for the benefit of any other residents or persons. It is agreed that no other resident's Rules and Regulations benefit you and that these Rules & Regulations do not benefit others; there is no third party beneficiary to this contract. These Rules and Regulations may differ from other Rules and Regulations in effect in the park. Thus in the event for example that a neighbor is claimed to be violating a rule and regulation, that violation gives rise to a remedy available only to management, and management may pursue such remedy or not in management's discretion; such a rule violation does not give rise to a claim against management for not enforcing rules and regulations as to a complaining homeowner.

1. ALL AGE COMMUNITY: There are no minimum age requirements to live in the Park. Any regulations which result in differential treatment based on age merely implement existing law or regulations or health and safety imperatives to avoid risk of injury, danger or harm which can be avoided by reasonable care of parents or adult custodians. Such rules and regulations as contained herein, and other policies of the management expressed in any writings, posted signs, memos, notices or otherwise, have been based on consultation with legal counsel for compliance for implementation of legislative, administrative or judicial rules, decisions or policies; in the event that any such policy is ruled or challenged as being or having become unenforceable or void based on legal interpretations, rulings or complaints, management may on receiving notification of the existence of such a dispute, omit, delete or rescind operation thereof without further notice and without inference or implication of fault or wrongdoing. Management will not at any time unlawfully administer, enforce or express any preference with respect to existing or prospective tenants, residents, or guests based on any protected class status as defined under such laws.

2. MANAGEMENT

A. Owner shall be represented by Resident Managers who are vested with legal right and authority to enforce the Rules and Regulations on behalf of Owner. The Resident Managers have no authority to enter into any verbal agreement, understanding, or to make exception, or approve any arrangement inconsistent with the rules and regulations and rental agreement.

B. The Resident Managers are not authorized to consent or agree to, nor acquiesce in exceptions, special arrangements, or to waive compliance with the rental agreement or rules and regulations. Park employees are prohibited from receiving any notices, mail, service of process, gratuities, deliveries or packages (in particular mail or parcel post) or other property from anyone for safekeeping, storage or any purpose on behalf of any Tenant or guest. Resident Managers shall do no work in or around your home on the premises except as needed to fulfill park management duties. In the event that Tenant seeks to have such work done or services performed (beyond the scope of management duties), Tenant should seek independent contractors and

management is released from all responsibility and liability therefor. Management shall not release the park owner, agents, employees and representatives for any defects, faults, failures, with respect to any work or services provided by Resident Managers as to Tenant's mobilehome, accessory structures, equipment, appliances, or landscaping. This release includes all actions, disputes, controversies, claims, demands, injuries and property damage which relate to such work or services.

C. The managers have no authority to represent or give opinions about mobilehome values, quality, utility, condition or merchantability; please consult your dealer or broker. Numbers for the managers when not in the office are posted.

3. GUESTS:

A. All guests who stay longer than twenty (20) consecutive days, or more than thirty (30) days in any twelve (12) month period, must register at the Park office. However, no such person or registered guest will have any rights of tenancy in the Park. Guests desiring to park or operate motor vehicles on Park property (streets) may be required to register said vehicles with Management and provide proof of financial responsibility (i.e. insurance). For any guest who stays with Resident more than a total of twenty (20) consecutive days or a total of thirty (30) days in a calendar year (hereinafter "grace period"), Resident may be charged: (1) a guest charge as provided in the rental agreement for each guest for each day following the expiration of such grace period. Such charges may be added to the monthly statement given of the Tenant and payable together with monthly rent and other charges.

B. No guest fee will be imposed if the Guest is an immediate family member of Tenant (as set forth in Civil Code §798.35) or if the Guest is sharing Tenant's mobilehome pursuant to Civil Code §798.34. If Tenant fails to pay a billed guest charge, demand to cure the default may be made by a combined or separate three day notice to pay the demanded amount and sixty day notice to quit and remove the mobilehome from the premises as permitted by the Mobilehome Residency Law (Civil Code §798.55). This provision shall also be construed as a covenant of tenancy or amendment to the rental agreement. The amount of the guest charges may be increased on 90 days advance written notice.

C. VICARIOUS LIABILITY: 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. Homeowner(s) release and agree to indemnify and provide a defense to Park Owner from and against all liability resulting from, in whole or part, the presence of Homeowners' guest(s) while on or near Park property. Tenant agrees to acquaint all guests with the terms, covenants and conditions of tenancy, including, but not limited to, the Park's Rules and Regulations.

D. A guest is permitted to use the recreational facilities only while accompanied by a Tenant. No guest may use any common area facility, service, amenity or be present in any common area without accompaniment of a Tenant of the park at all times.

E. If Tenant will not be present or reside at the homesite, then no guests may occupy or otherwise use Tenant's mobilehome without Management's consent. Guests will not have any rights of tenancy in the Park.

F. A guest who remains in the Community after his host has died, moved, or for any other reason does not physically reside in the Community on a regular basis, will be considered to be the equivalent of a buyer and the guest will be subject to the requirements of this Agreement to apply for and be approved for tenancy, whether or not the guest has an ownership or financial interest or lien in or to the mobilehome, such as a "legal" or "registered" owner of record. The requirements of this Agreement will also apply if Tenant only sells/transfers a portion of the interest in the mobilehome or assign only a portion of the right to occupy the homesite.

G. Babysitting or childcare is permitted on an infrequent basis, without compensation and for family and friends only or as otherwise required by law. Foster care and childcare may be permitted only under the following conditions:

1. A notice of intent to provide foster care or child care is submitted for Park owner's written approval not less than sixty (60) days before commencement of providing the service;

2. All required business licenses and/or permits are obtained, and copies are provided to the Park Management; the Park's address shall not be used in any advertising;

3. The Tenant who is providing the service is recommended to obtain, and keep current, liability insurance for increased risk to the Park in the amount of one Million Dollars (\$1,000,000.00) or as otherwise required by law as it may change from time to time;

4. The posting of a bond in a reasonable amount is also recommended or as otherwise required by law.

5. Childcare activities must comply with all rules and regulations. Thus, reasonable complaints concerning such violations as increased traffic, noise, litter, parking, clutter or other violations may constitute grounds for termination of tenancy and or demands for cessation of such violations, in addition to any other remedies available to seek revocation of permits for childcare.

H. We reserve the right to determine whether our recreational and other facilities can accommodate all resident(s) and their guests and, therefore, we may refuse any guest access to the facilities if the guest's presence would reasonably detract from the use and enjoyment of these facilities by other residents and guests.

I. SHARING OF RESIDENTS' MOBILEHOME. If you are living alone and wish to share your mobilehome with one person as allowed by Mobilehome Residency Law Section 798.34(b), you may do so and no charge will be made, although, this additional person will be treated as a guest and will not have any rights of tenancy in the Park they will be required to go through the same basic approval process which would be applicable to the buyer/transferee of your mobilehome, except financial approval. This is done so that we may be assured that this person will comply with all of our Rules And Regulations. We may also require this persons to register with us and sign the Park Rules and Regulations or other documents reasonably necessary to protect our interest and the interest of other residents. If you qualify for a live-in health care or supportive person as permitted by Civil Code §798.34(c) or (d), you and that other person must sign our required documents and the other person will not be considered your guest and will be restricted as to their use and access to Park facilities or property.

4. LOT AND MOBILEHOME MAINTENANCE AND APPEARANCE: You must maintain your Homesite and mobilehome and all landscaping, structures, improvements and other things attached to or placed on the mobilehome or Homesite in good condition and repair and in a neat, clean, attractive and well-kept fashion. Shrubs and other landscaping (including plantings by the Community or former residents) must be kept trimmed, removed, if necessary, and may not hang over lot lines. When you are away, it is your responsibility to have someone maintain your mobilehome and Homesite. All concrete, asphalt and other surfaces must be kept clean and maintained free of oil and all other substances detrimental to appearance or longevity of the driveway. You are responsible for the cleaning of your driveway. It is also your responsibility to keep the street area in front of your Homesite it free from debris from the homesite and you agree you will not do anything, including watering your landscaping excessively, which will damage or cause cracking of the streets or driveways.

A. Landscaping includes shrubs, grasses, trees and other plants and living things. Bamboo and other fast growing or objectionable plant life may be prohibited; seek advance approval of landscaping to avoid required removal after unapproved installation. Trees on the space or lot lines are included whether planted by Homeowner or other prior homeowners or other persons. Homeowner shall maintain all landscaping as required by the rules and regulations.

B. NOTE: THE SOIL IN THE PARK IS EXPANSIVE. THE SOIL MAY EXPAND AND CONTRACT BASED ON THE AMOUNT OF MOISTURE PRESENT. THIS NATURAL CONDITION MAY CAUSE CHANGES IN THE LEVEL OF THE SPACE OR PORTIONS OF THE SPACE. AS EXCLUSIVE OCCUPANT OF THE SPACE, RESIDENT AGREES TO BE SOLELY RESPONSIBLE FOR THE DECISION TO ADJUST THE MOBILEHOME OR OTHER ACCESSORY STRUCTURES OR EQUIPMENT AND LEVELING THEREOF. MANAGEMENT IS NOT RESPONSIBLE FOR THE NATURAL CONDITIONS OF THE SOIL, AND THEREFORE RESIDENT AGREES TO RELEASE THE MANAGEMENT

FROM ALL LIABILITY, DAMAGE OR RESULTING FROM THE SOIL CONDITION, THE SPACE, AND THE DECISIONS WHICH RESIDENT MAKES AS TO THE METHOD AND DESIGN FOR DIVERSION OF WATER AND MOISTURE OFF THE SPACE.

C. Only items permitted by law may be stored under your mobilehome. Nothing may be placed or stored outside of the mobilehome if visible, including appliances. Nothing is to be hung outside of the mobilehome at any time. Exception: only outdoor patio furniture and barbecues approved for use by us (our approval will not be unreasonably withheld) may be used on the patio, porch, yard or other portions of the Homesite; firewood must be stacked neatly inside the mobilehome or in the storage shed.

D. In order to prevent odors, insects and wind-blown debris, any garbage or trash that cannot be put in your garbage disposal must be placed in heavy-duty plastic trash bags and properly disposed of in bins or other locations specified for disposal. Sanitary and health laws must be obeyed at all times. You may not discard any toxic or noxious chemical, waste matter, or other impermissible substances by use of the disposal or trash services. For example, no motor oils, automotive fluids, photographic chemicals, paints, thinners, pesticides, or strong detergents may be disposed of in the Community disposal or trash system. Such waste must be properly disposed of at the appropriate government controlled disposal site. It is your duty to ascertain whether the particular waste is so controlled.

E. Anything which creates a threat to health and safety or threatens damage to property is not permitted. No flammable, combustible, or explosive fluid, material, chemical or substances, except those customarily used for normal household purposes, may be stored and then only in quantities reasonably necessary for normal household purposes. If any portion of the exterior of the mobilehome or its accessory equipment, structures, appliances, or the Homesite is damaged, you must repair the damage in 30 days. For example, damage to the siding, downspouts, porch or patio awnings.

F. You must pay the cost of repair to any utilities or Community property damaged by you. To avoid damage to underground utilities, you must obtain our consent before digging or driving rods or stakes in the ground, and before maintaining roots or other underground tree or landscaping growth.

G. Building permits, licenses and other similar permission from governmental or quasi-governmental bodies or agencies are required and must be obtained before construction or installation of certain accessory equipment, structures and appliances, and all equipment, structures and appliances must comply with all federal, state and local laws and ordinances. You are responsible for obtaining such permission when required.

H. If you fail to maintain your mobilehome or space as required by the rules and regulations, we may give you notice requiring you to comply within fourteen (14) days. If you then fail to comply, we may charge you a reasonable fee for having this maintenance work done. The written notice shall state the specific condition to be corrected and an estimate of the charges to be imposed by Management or outside contractor. Such charges may be added as further rents as soon as the work is completed to be paid together with rents and other charges for the succeeding calendar month.

I. Hitches, wheels and axles must be concealed or removed, but shall be removed upon the sale of any mobilehome remaining in the park. They may be stored under the mobilehome, and must not be visible by us or neighbors. Nothing other than wheels, axles and hitches may be stored under the mobilehome.

J. YOU ARE FINANCIALLY RESPONSIBLE TO MAINTAIN, REPAIR AND REPLACE AS REASONABLY NECESSARY YOUR MOBILEHOME AND ALL IMPROVEMENTS AND KEEP THEM IN A GOOD AND SAFE CONDITION AND REPAIR, AND IN AN AESTHETICALLY ATTRACTIVE CONDITION AT ALL TIMES AND NO LESS SO WELL-MAINTAINED THAN EXISTS AT INCEPTION OF THE TENANCY. THIS DUTY INCLUDES, WITHOUT LIMITATION, THE FOLLOWING IMPROVEMENTS AND/OR PERSONAL PROPERTY: YOUR MOBILEHOME, ACCESSORY EQUIPMENT AND STRUCTURES, WALKWAYS, EXISTING TREES SO AS TO PREVENT THEM FROM BECOMING A HEALTH AND SAFETY OR REGULATION CODE VIOLATION (MANAGEMENT WILL TRIM OR REMOVE TREES WHICH ARE SUCH RISKS IN ACCORDANCE WITH THE MOBILEHOME RESIDENCY LAW. ANY BANKS OR SLOPES, AND ALL LANDSCAPING AND OTHER IMPROVEMENTS. EXAMPLES OF THESE REQUIREMENTS INCLUDE, WITHOUT LIMITATION, THE FOLLOWING:

K. All mobilehomes and improvements must be washed, cleaned, painted and waxed as necessary to maintain an attractive appearance.

L. 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 coverings in any location in or on the mobilehome. Privacy and sun screen materials must be pre-approved by management in writing. No roller shades will be permitted for use in either of these applications.

M. Required Compliance with All Laws, Codes and Standards. You are also financially responsible for insuring at all times that your mobilehome, space, and improvements thereon comply with these Rules and Regulations and all local, state and federal laws and regulations (the only exception is any of the Park's utility systems on your space which are owned by us or a utility company so we or they are responsible for them). The preceding includes, without limitation, such things as insuring that all required setbacks and lot line requirements are met and there are no encroachments on other property; that all building code and other similar requirements are met; and that all building and other permits have been obtained. "if any landscaping on your space, including as planted by a former resident, causes any damage whatsoever to the streets, curbs and gutters, driveways, you are financially responsible for immediately removing the landscaping and paying the full cost of repairing or replacing the damaged property, except as otherwise required by the Mobilehome Residency Law when a tree becomes a specific hazard or a health and safety violation.

N. Driveways. All concrete, asphalt and other surfaces shall be kept clean and free of oil and all other sticky or oily substances, including the driveway on the space so as to avoid causing or contributing to the cause of damage thereto;

1. Avoiding damage to the driveway shall be Resident's responsibility. Residents shall keep the street area in front of their homesite free from debris from the homesite including landscape trimming, leaves or other debris or trash.

2. "Driveway" is defined herein as the portion of the homesite used "as a private road giving access from a public way to a building or abutting grounds" (as defined by Webster's dictionary). Owner shall comply with its obligations under the Mobilehome Residency law including but not limited to Civil Code §798.37.5 as it may be amended from time to time with respect to driveways. This responsibility is to avoid unreasonable risks of harm to persons and damage to property.

3. Homeowner shall be responsible for the maintenance, repair, replacement, paving, sealing, and the expenses related to the maintenance of a homeowner installed driveway, including driveways installed by any previous homeowners.

4. A homeowner shall be charged for the cost of any damage to the driveway caused by an act of the homeowner or a breach of the homeowner's responsibilities under these rules and regulations and such costs and damages may be added as further rent, or, at option of the Owner, assessed under the terms of a fourteen day notice as provided under Civil Code §798.15. The provisions applicable to the demands of a fourteen (14) day notice are as follows: Owner will charge a reasonable fee for services relating to the maintenance of the land and premises upon which a mobilehome is situated in the event the homeowner fails to maintain the land or premises in accordance with the rules and regulations of the park after written notification to the homeowner and the failure of the homeowner to comply within 14 days. The written notice will state the specific condition to be corrected and an estimate of the charges to be imposed by Owner if the services are performed by Owner or an agent or contractor. Owner and resident agree that the estimate or amount actually billed for any work performed by any licensed contractor on behalf of Owner, when or after permitted under the terms of a fourteen day notice, are conclusively reasonable and fair. Such charges may be billed on the first of the month following completion of the work performed under the terms of the Fourteen (14) day notice and collected as further rent at the option of the Owner. Owner may further, upon ascertaining the amount of damage caused by resident, bill the amount of such damage as further rent, or elect to treat the damage as a breach of contract, or damage to real property owned by the Owner (as a legal claim in tort), or seek other legal redress as permitted by law.

5. No maintenance, repair or other work of any kind on any vehicle, boat or trailer (other than the mobilehome Resident resides in) is permitted on the homesite without Owner's consent. This includes, but is not limited to the changing of oil, or changing, adding or draining any automotive fluid

but it is acceptable to check fluid levels a them as necessary. Any damaging dripping from any vehicle or other source caused by or resulting from the acts or omissions of the resident, must be immediately cleaned by resident.

O. Outdoor Storage Prohibited. No furniture may be used on the patio, porch, yard or other portions of the space unless it is outdoor patio furniture. Nothing may be placed, hung or stored outside of the mobilehome or storage shed(s) unless specifically permitted by these Rules and Regulations or approved by us. This includes, but is not limited to, the hanging of clothes, overstuffed furniture, appliances, ironing boards, brooms, mops, tools, gardening equipment, debris, refuse, litter, or any item which is unsightly in appearance. All windows must have drapes, curtains, shutters, blinds as allowed, but other window coverings must be aesthetically pleasing and approved in writing by management. All coverings must be maintained in good condition and repair at all times. No tin foil, towels, clothing, blankets, sheets, wood, masonite, or particle board, paper, or other thing not designed as a window covering may be used. No residents' or guests' personal belongings are to be left on Park streets or Park landscaping and common areas. Notwithstanding the foregoing, prior written approval is required for the hanging of wind chimes outside of the mobilehome; one (1) such chime may be permitted on prior written approval (contingent upon type and desired hanging location and consent of nearby residents and absence of complaint) as is reasonable under the circumstances. Such approval may be revoked if the chimes become a reasonable source of complaint due to noise.

P. Proper Refuse Disposal. You shall properly place all garbage and refuse into your trash containers or the trash bins provided by the Park. Trash bins may be placed out for pick up the evening prior to the scheduled date of service. Trash bins are to be brought back in the same day of service. Bins are not allowed to be overfilled. If the bins are full, you must notify us immediately. All boxes and large items are to be broken down. Lids on the disposal bins are to be kept closed. Any pruning matter or other material that will not fit in the trash bin is the responsibility of the resident to remove from the park. Trash must not be left outside of the bins. Where the configuration of the homesite permits, trash cans must be covered and all trash containers stored so they are not visible from the street or adjacent mobilehomes; management will specify individualized regulation where compliance with this requirement is not possible. Residents may not dispose of their own trash or refuse in another Resident's receptacle without consent from that Resident. Bringing trash from outside the Park to dump in the Park's disposal bins is not permitted. Trash will be picked up periodically by the local refuse hauler.

Q. Hazardous Substances. No flammable, combustible, or explosive fluid, material chemical or substance, except those used for normal household purposes, may be stored on the premises. Nothing which creates a hazard or increases our insurance rates shall be permitted on the premises. No environmentally hazardous or prohibited substance or material may be placed in the trash or sewer system or dumped or otherwise disposed of in the Park.

R. Utility Pedestals: The utility pedestals (water, gas, sewer, and electric hookups) must be accessible at all times. If one of the Park's gas or water shut-off valves or electrical installations is located on your space, it must also be kept uncovered and accessible at all times. You may not connect, except through existing electrical or natural gas outlets or water or sewer pipes on the space, any apparatus or device for purposes of using electricity, natural gas, water, or sewer.

S. Financial Responsibility. You are financially responsible for correcting any drainage problems, or for any re-leveling or adjustment required on the mobilehome, or the repair or replacement of any other improvements which result from drainage problems, soil, expansion or contraction, and/or any other reason. You may not leave hoses or sprinklers running so that water runs in the street or onto a neighbor's property. You are also responsible for correcting any drainage problems which existed on your space at the time you purchased your mobilehome or which you caused.

T. Liability for Damage. You must pay the cost of repair to any utilities or property damage by you. To avoid damage to underground utilities, you must have our consent before digging or driving rods or stake in the ground.

U. Holiday Decorations. Christmas decorations and lights may not be put up outside of your mobilehome or on your space any earlier than Thanksgiving and must be removed by mid-January. Christmas tree lights may not be left up all year outside of your mobilehome or on your space. Other seasonal and holiday decorations may not be put up outside of your mobilehome and on your space any earlier than two weeks before the holiday and must be removed within two weeks following the holiday.

V. Replacement is required of any items which are missing or damaged to the point they cannot reasonably be repaired so that they appear to be in the same condition as the undamaged portions of the mobilehome. This obligation includes repainting of the mobilehome accessory equipment, structures and appliances when reasonably in need of repainting. Colors and materials used are subject to the same requirements as incoming mobilehomes.

W. Despite rules to the contrary as for example applicable to the standards required for incoming mobilehomes, Resident is not required to make changes to adhere to the subsequently enacted standards. Resident is required to continue to comply with the standards applicable to the mobilehome at the time it was installed. If, however, you voluntarily undertake to make a change or addition to your landscaping, mobilehome, accessory equipment, structures or appliances, you will be required to comply with the new standards noted above which apply to the change or addition you are actually making.

X. Air Conditioners. We must approve the type and location of all units prior to installation. Air conditioners may not be located where unsightly or where noise will unnecessarily disturb others. Dripping from air conditioners must be piped away from the mobilehome to our satisfaction and may not fall onto the ground under the mobilehome.

Y. Antennae: Exterior antennas and satellite dishes may only be installed on the top of the mobilehome and only if they meet the following requirements: (1) They must comply with city regulations. (2) They must not extend more than twelve (12) feet above the roof line of the mobilehome. (3) They must be small in size so not to be unattractive or intrusive when seen from the adjoining neighbors' backyards. (4) Satellite dishes as follows. The placement on a mobilehome or leased homesite of a dish designed to receive broadcast satellite service or other video programming services (referred to as a "satellite dish") is permitted if the dish is one meter diameter (39 inches) or less as follows: such a satellite dish or a television antenna must be located to the rear of the space and attached to the rear or side of the home, so as to be minimally visible from the street without unreasonable degradation of reception. An antenna or dish shall be painted to blend with its surroundings, and attractively shielded from view with landscaping 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. Height as per FCC guidelines shall prevail. Tenants are strongly urged to rely on indoor antennas, cable or master antenna distribution rather than install visible outdoor antennas. Tenants are advised before spending money on a satellite dish antenna that such an antenna may later be prohibited if management is subsequently permitted to do so.

Z. Flagpoles; Hot tubs: No permanent flagpoles are permitted; only small ones four feet (4') or less in length and which are designed to be mounted on the front of the mobilehome and easily removable for storage are allowed. Hot tubs are not permitted.

AA. Building Permits: Building permits are required before construction or installation of certain accessory equipment and structures, and such equipment and structures must comply with all federal, state and local laws and ordinances. All repairs and replacements and other work must comply with all applicable laws and regulations.

BB. Vegetable Gardens. Small vegetable or fruit gardens are permissible in the rear and side of the Space providing it is out of view from the Park streets. You must contact us to determine whether the vegetables or plants you intend to plant are permissible as several varieties of plants that may infringe on a neighbor's property, or are unsightly, are expressly prohibited.

CC. TREE MAINTENANCE: No new or additional trees are generally permitted, but management has the discretion to provide advance written approval for any request for additional trees that is submitted in writing.

1. Management may remove any tree which poses a specific hazard to persons or property or whose condition is inconsistent with any health and safety law or regulation. The removal of any tree shall be without reduction, deduction, offset, discount or other adjustment to monthly rent or other charges. In order to accommodate the possibility of special circumstances or situations, issues of maintenance and care of trees may be further subject to individualized contractual arrangements as may be then agreed to in writing between management and Resident so long as the condition of any such

- is not then a specific hazard to persons or property and does not constitute any violation of a health and safety law or regulation.

2. Resident has the responsibility and shall perform all the trimming and maintenance of all trees and shrubs in a manner that prevents them from becoming a specific hazard or health and safety violation, including a reasonable possibility that such may: (i) develop a root structure that causes cracking, buckling or deterioration of a paved surface; (ii) create a trip hazard by roots protruding above the surface of the ground; (iii) change the grade of the space or other space or common area or property; (iv) cause the accumulation of water on a space or under a mobilehome, accessory structure or on a common area; (v) reasonably result in a need for re-leveling of a mobilehome, accessory structure or equipment or appliance, any paved surface or otherwise damages or interferes with any streets, driveways, hardscape, or other spaces, property, community facilities or common areas; (vi) become a specific hazard or health and safety violation. "Specific hazard" is defined as an unreasonable risk of bodily injury or property damage.

3. Resident is responsible for the maintenance of all trees located on his/her homesite, except as otherwise provided by the Mobilehome Residency Law as it may be amended from time to time and these rules and regulations shall not be otherwise construed, interpreted or enforced. Resident will not trim trees or shrubs on Park property other than on his or her homesite without Owner's written consent. Therefore, resident has exclusive responsibility for landscaping-related conditions at and below grade, including full responsibility for trees and other landscaping except as otherwise required by the Mobilehome Residency Law when a tree becomes a specific hazard or a health and safety violation determined by the HCD. Trees the trunks of which are situated on the space, predominantly on the space or within the lot lines shall be maintained by resident whether planted by resident or predecessors or other persons. In order to comply with this duty, Owner may require tree branch and limb thinning, trimming or tree removal, cutting and stump grinding to grade, or root removal if necessary and as appropriate to avoid a specific hazard or health and safety violation, risk of injury to others, property damage or other loss. Resident represents that there are no specific hazards or health and safety violations which result from the condition of any tree on or partially on or over the homesite as of the date of the delivery of these rules and regulations; Resident will provide a separate written statement attached to the rules and regulations if the foregoing material representation by the Resident is not correct.

4. Resident shall have the duty, in the event of any disputed condition as to any tree on the space, to request the HCD to inspect any such condition and until the inspection is conducted, no action is required to be taken by the Park owner except at its option, to trim, remove or otherwise provide care or maintenance to the subject tree(s). Furthermore, a reasonable time after such determination is received by the Park Owner by the HCD shall be allowed for action as specified by the such agency in order to allow time to retain tree removal contractors, schedule and complete the removal of the tree or other work. It is expected that such work shall take approximately thirty to sixty days and we agree that time is reasonable.

5. If the HCD determines that a tree does pose a specific hazard to property or persons, or violates a health and safety code, management shall remove such tree in whole or part, and to comply with the notification of the HCD or challenge its determination as provided under law. On removal of the tree, the stump shall be permitted to remain unless it is determined by the such agency that the stump further poses a specific hazard or health and safety violation. Such stump shall be permitted to remain on the space protruding above the grade.

6. Any actions of the Park owner and resulting conditions pursuant to the terms herein or performance of the duties set forth hereunder shall not result or give rise to any claims for rent reduction, offset, discount, deduction, discount or other diminution in the amount of monthly rents and no other relief is proper despite the effect on value of the mobilehome or loss of attractiveness which may result from the permanent removal of trees from the space. Removal is expressly allowed at management's option in order to remove such tree as park owner's property from the homesite to avoid further maintenance cost and risk of any harm or inconvenience resulting from Park's trees.

7. Resident is required to maintain trees below grade as well as above grade to avoid encroachment onto other's property, spaces, or interference with utilities, sewers or other improvements or facilities or services AND SO TO PREVENT ANY SPECIFIC HAZARD OR VIOLATION OF A HEALTH AND SAFETY CODE OR REGULATION. Should Resident fail to do so, management may, as a cumulative (not exclusive) solution, take the action as required and bill Resident after 14 day notice has been served and resident has failed to take the action specified. Such amounts as billed may be added as further rent.

DD. ENTRY UPON YOUR SPACE. So long as we do not unreasonably interfere with your use of the Space, we shall have the right to enter onto your Space for any legitimate purpose, including, but not limited to, inspecting, maintaining, repairing, replacing, and/or adding utilities or improvements on your space or other areas of the Park.

5. RECREATIONAL AND OTHER FACILITIES:

A. The hours and rules and regulations for the recreational and other facilities are posted. The clubhouse hours are 9:00 a.m. to 9:00 p.m. No smoking is permitted in the clubhouse or any enclosed rooms in the common areas of the community. The facilities will be closed from time to time for cleaning and repairs. There will be no charge for use of the facilities by groups or organizations from the Community; however, those scheduling the function are responsible for normal cleanup afterwards. All functions must be conducted per the Community's residency documents, including posted rules. No glassware or other breakable containers are permitted in the recreational facilities or any common areas. Any function which could have the effect of transforming our private recreational facilities into a "public accommodation" shall be refused. The common areas are private and for the use of residents and their guests, not the general public.

B. If you wish to reserve the clubhouse or other recreational facilities for parties or other functions sponsored by a group or organization in the Community, you may apply to Management. If the date does not conflict with another social event or planned use of the facilities, and approval is obtained, your request will be granted. Reservations will not be given for use of the pool areas. The pool area is held out for the access of residents, their families and limited reasonable number of guests.

C. Cleanup-Deposit for Private Functions: There will be no charge for the use of the clubhouse in the event the occasion is a resident function and all park residents are invited.

D. Management reserves the right to require a deposit of \$150 for any private occasion which is not intended for the attendance or invitation of all park residents (for use in the event of damage to facilities, or damage or loss of fixtures or property in the facilities (other than nominal wear and tear) and for other legally permissible purposes. Management may deduct the cost of any damage or the cost of cleaning from such deposit.

E. Damages caused to the park facilities or property will be charged and collected from the Tenant who had reserved the facility and/or others whose conduct was proximate cause for the damage. 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 Residents scheduling the function will be responsible for all cleanup immediately after the event or party.

F. Tenant who is the host is personally liable for the acts and omissions, including personal injury or damage, which is caused to any persons or park property while using the clubhouse, kitchen, pool area, patios or other common areas during the planned event. All costs and expenses for damage to park property, or for cleaning or repairs or replacement of damaged property shall be assessed against the homeowner and at Owner's option, such charges may be added as further monthly rent when the charges are ascertained.

G. No alcoholic beverages may be consumed in any area of the Community which is open to all residents and guests. No glassware or other breakable containers are allowed in the recreation areas.

H. Swimming Pool Rules:

1. Running, horseplay, or other conduct or actions which may cause injury or damage or claims thereof are prohibited in the pool area and any recreational facility and common area.

2. Swimming attire is only permitted in the bathrooms that are located at the West entrance of the clubhouse. Shirts and shoes are required in the clubhouse. Persons who are not "potty trained" or who are incontinent may not use the swimming pool without plastic or rubber pants or liners.

3. When the swimming pool or jacuzzi becomes overcrowded, Management may require a reasonable number of guests or others to stop using the facilities until the overcrowding eases. No diving or any other potentially dangerous means of entry into the pool or jacuzzi is permitted, such as running, throwing or picking someone up into the air, or other unreasonably risky conduct. No jumping into the jacuzzi is permitted. No rafts or other inflatables in the pool.

4. No lifeguard is on duty; we recommend that you do NOT swim alone.

5. Anyone under 14 years of age should be supervised by an adult resident pursuant to California Administrative Regulation.

6. The use of the recreational facilities by residents and their guests may be revoked if the resident, other members of their household or guests fail to conduct themselves reasonably and in accordance with these Rules and Regulations.

7. Conduct which reasonably may cause injury or property damage, screaming and other excessively loud noises which will unreasonably disturb others is not allowed in the recreational areas.

8. NO FOOD, ALCOHOLIC BEVERAGES, GLASSWARE OR BREAKABLE CONTAINERS ARE ALLOWED IN THE SWIMMING POOL AREA. Radios, CD and tape players, TVs, and other devices are not permitted in the recreational areas and clubhouse unless kept at a low volume or used with earphones so others are not unreasonably disturbed.

9. Pets shall not be permitted in common areas of the community including but not limited to any facility such as the clubhouse, laundry, service rooms or any recreational area (such as the swimming pool or surrounding areas) at any time.

10. Shoes must be worn to the pool deck to keep debris from entering the pool. All persons using the pool must shower first. All body oil, sun lotion and like products must be washed off prior to entering the pool.

11. Recreational and Common Area Release and Waiver of Liability and Indemnity Agreement.

(a) You agree that you understand and fully appreciate the potential danger of injuries and damages which can occur with respect to the use and operation of swimming pools and/or spas and other recreational facilities, as well as their adjacent areas and facilities and other common areas. You also understand and fully appreciate that, were the Park to provide lifeguards or other supervision in and about these recreational facilities or other common areas, the increased expense would necessarily cause related increases in rent. Therefore, in consideration for the Park's forbearance from increasing rents to cover the expense of lifeguards or other supervision in and about the Park's recreational facilities and other common areas, and in consideration of being permitted to use and enjoy the recreational facilities and other common areas of the Park, YOU, ON BEHALF OF YOURSELF AND YOUR SPOUSE, ALL MEMBERS OF YOUR HOUSEHOLD (COLLECTIVELY "MEMBERS OF YOUR FAMILY"), AND YOUR GUESTS, HEREBY RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE PARK AND ITS OWNERS, operators, employees, agents and representatives from all liability for any loss, injury or damage on account of injury resulting from the use of the swimming pool and/or spa, or other recreational facilities, or their adjacent areas and facilities, or other common areas of the Park by yourself, members of your family or your guests, including any loss, injury, or damage caused by the negligence of the Park or its owners, operators, employees, agents and representatives.

(b) These agreements are intended as a full and complete release as to any and all claims resulting from the use of the pool and/or spa, other recreation areas, or their adjacent areas or facilities or other common areas of the Park, notwithstanding Civil Code §1542, which provides that: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor," and you, members of your family and your guests do hereby release, indemnify and hold harmless the Park, its owners, operators, employees, agents and representatives from any and all such claims in the future.

(c) YOU ALSO AGREE ON BEHALF OF YOURSELF, YOUR SPOUSE, ALL MEMBERS OF YOUR FAMILY AND GUESTS TO HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, LOSS OR DAMAGE resulting from the use of the swimming pool and/or spa or other recreational facilities or their adjacent areas and facilities or other common areas of the Park, even if such bodily injury, loss or damage is due to the negligence of the Park owners, operators, employees, agents or representatives. This clause shall be construed to provide the most comprehensive and extensive release allowed by law and shall not be otherwise construed. (iv) Unless a term is defined in a different manner or the context in which the term is used indicates that a different meaning is intended, the definitions contained in the Park's current Rental Agreement and these Rules and Regulations shall apply to the term used in these agreements.

I. Laundry Room:

1. You must not leave laundry unattended in the park laundry room. The park is not responsible for any items that are lost or stolen from the laundry room.

2. The laundry room equipment is for the use of Residents only. The rules and regulations governing the laundry facilities, including its hours, are posted. The laundry room may, however, be periodically closed at our discretion when there is it reasonable basis or necessity to do so, including cleaning and repairs.,

3. Washers, dryers and all other laundry facilities are to be cleaned 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 facilities are to be left in a clean, neat and orderly condition.

4. All posted signs providing rules and regulations for the laundry room are incorporated herein by this reference.

5. Due to the risk of injury to small children posed by limbs getting caught in moving machinery, the Consumer Safety Commission has recommended keeping small children away from laundry dryers ("These injuries are serious and at least 21 of the injuries have involved children. Four children and one adult experienced the amputation of an arm. Other injuries have included 1 hand amputation, 2 finger amputations, 20 fractured arms, 1 fractured finger, and finger/hand bruises and lacerations...-Traumatic injury may result if a person's hand or arm is caught in a spinning laundry load. -Never Open Door While Machine is Operating - Keep Children Away - Report Unsafe Machines" U.S. CONSUMER PRODUCT SAFETY COMMISSION, WASHINGTON, D.C. 20207, CPSC DOC #5106). For these reasons, young children should be supervised while in the laundry room.

6. CONDUCT:

A. Actions by any person of any nature which may be dangerous, injurious, a nuisance, waste, criminal activity such as trespassing, assault, battery, burglary, robbery, inflicting distress, breach of quiet enjoyment, disturbing, annoying, obscene, offensive to the senses or other tenants, profane, tortious, damaging, illegal (a violation of any law, ordinance, regulation or statute), indecent, 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, immoral or illegal conduct, profanity, illegal activity, dangerous or negligent conduct or condition, or objectionable or abusive language or conduct.

B. 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, paint guns, knives, fireworks, flares, other deadly weapons and guns are prohibited. Physical violence or threats thereof are agreed to constitute a substantial annoyance. 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.

C. Radios, televisions, record players, musical instruments and other devices must be used so as not to disturb others. Many mobilehomes are prone to 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.

- D. Residents and their guests shall not enter or trespass on any other Resident's homesite or 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, tested, examined, opened, adjusted, inspected, tampered with or interfered with in any way by Resident for safety reasons.
- E. Except for barbecues approved for use by Owner or fireplaces and other appliances installed in a Resident's mobilehome, no fires are permitted.
- F. Residents and guests must be quiet and orderly and shall not do anything which might be cause for complaint. Residents must acquaint all guests and occupants of the mobilehome with the Park Rules and Regulations.
- G. At all times, at least one person who will occupy the mobile home on a full time basis must be the "legal" or "registered" owner of the mobilehome.
- H. At all times, at least one registered owner of the mobilehome must reside in the mobilehome as a permanent place of residence. Any person(s) other than those listed in the original Rental Agreement shall comply with the Rules and Regulations and are the responsibility of the resident(s) with whom they are visiting.
- I. 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, except on Resident's homesite and any play area which is provided (if any). The Park's streets shall not be used for the playing of games and sports because of potential traffic interference.
- J. The violation of any law, ordinance, regulation or governmental directives or orders of the city, county, state or federal government will not be tolerated. No acts or omissions shall be permitted which would place management in violation of any such legal requirement or standard.
- K. Babysitting or child care is permitted on an infrequent basis, without compensation and for family and friends only or as otherwise required by law.
- L. **QUIET HOURS:** Please be courteous to your neighbors. Quiet hours are from 10:00 p.m. to 7:00 a.m. every weekday; on weekends and holidays, from 10:00 to 8:00 a.m. No construction, work, or noises which cause complaint from your neighbors is permitted during quiet hours. Unreasonable noise is prohibited at all times.
- M. All Park property which is not for the use of residents, shall not be used, tampered or interfered with in any way.
- N. You must acquaint all residents and guests with these Rules and Regulations. The conduct of all guests will be the responsibility of the residents who are the host of the guest, parents, guardians, or the adult in charge of the child. If persons or property are injured or damaged because of someone's activities, the residents who are the host of the guest, the residents themselves, if they are responsible, parents, guardian, or the other adult responsible for the person will be financially responsible and liable, and no such responsibility shall be imputed to the management or park owner, or its representatives, agents or employees.
- O. **COMPLIANCE WITH LAWS CONCERNING CHILD WELFARE:** Residents should comply with California law, including state penal code provisions regarding health and safety of children and other minors over whom there is parental or custodial responsibility.
- P. Bicycles, skateboards, roller blades and scooters may only be ridden on the roads and must obey the same traffic regulations as moto vehicles. This privilege may be revoked if riding of these items causes excessive noise, property damage or reasonable complaint concerning dangerous conduct.
- Q. The mobilehome and space may not be used for any business or commercial activity. This prohibition applies to any commercial or business activity, including, but not limited to, the following: any activity requiring the issuance of a business license or permit by any governmental agency. Any and all commercial or business activity is prohibited, including, but not limited to, the following: any activity requiring the issuance of a business license or permit by any governmental agency, any manufacturing or processing requiring the use of power tools, chemicals, spray paints, machining, adhesives, or which creates noise, emits light, odors, fumes, smoke or any particulate matter, requires pressurized vessels of any kind, utilizes any flammable, poisonous or hazardous substance, which increases or results in any additional traffic in the park, or increases or may increase or create dust, noise, or any odors or fumes, requires waste disposal other than ordinary household waste disposal and volume, creates emissions of any kind which are reasonably objectionable to others, or any acts, conduct, or activity which is inconsistent with park zoning and conditional use permits, or which may affect insurability of the park, available coverage, increase the cost of insurance, or expose the management to liability, claims, demands, costs, or suits from any third party including any governmental or other entity, agency, or organization.
- R. No yard sales, garage sales or similar sales type activities are permitted. No peddling, or solicitations of any type are permitted at any time except as permitted under the Mobilehome Residency Law. No advertising, except for the sale of a mobile home, is permitted on the mobile home or space. A Tenant wishing to advertise can do so on the bulletin boards and Park Management will gladly refer inquiries to him. This prohibition of commercial enterprises includes, without limitation, the prohibition of mobile home dealers (other than Park Management) purchasing existing mobile homes for rental or resale within the Park.
- S. **Peace and Quiet is Essential to Compliance With Rules and Regulations.** Although the Rules and Regulations cover a variety of different subjects, it is simply impossible to cover or deal with each and every conceivable situation. Due to the high density of homes in a mobilehome park, reasonable conduct requires a higher degree of consideration for the rights of others than in a community of conventional residences. Therefore, a basic rule and regulation which is applicable to all is that all Tenants, guests and visitors shall conduct themselves in a reasonable manner so as not to do anything to unreasonable adversely affect the ownership or management. This rule prohibiting unreasonable conduct includes, without limitation, the prohibition of vulgar, profane abusive and/or threatening language directed to any Tenant, guest, visitor or management employee. This prohibition against unreasonable conduct further prohibits, without limitation, the any nuisance, assaulting, stalking, harassing, or threatening assault or damage to any Tenant, guest, visitor or management employee, or their families or property. Any such substantial annoyance shall be grounds for immediate termination of tenancy.
7. **VEHICLES:** Vehicles must be operated in a safe manner. Maximum speed limit is posted and no greater than safe under the circumstances. Everyone must obey all posted traffic control signs (e.g., stop signs, no parking signs, speed limit signs, etc.).
- A. Motorcycles, motor scooters, minibikes, mopeds or other two- or three-wheel motorized vehicles may be operated in the Community for the purpose of entering and departing the park, but only by the most direct, shortest route. Guests are not permitted to operate such vehicles on the street. Noisy vehicles of any type may not be operated in the Community.
- B. No vehicle repair or maintenance is permitted. This includes but is not limited to any work or maintenance of engines and bodywork of any kind. Changing any automotive fluid is prohibited, but it is acceptable to check fluid levels and re-fill them as necessary. Precautions must be taken to prevent dripping of fluids onto the driveway. Upon submitting a written request, management may, at its discretion, choose to authorize minor repairs in the car wash area of the RV storage yard. Approval must be in writing from management and a temporary key will be provided which may not be loaned out to any other individual. A detailed description of the type of work and estimated time of repair are to be provided when submitting the written request. No work lasting greater than 4 hours total will be authorized. Work must be completed the same day as commenced and is to be conducted during daylight hours prior to dusk. All materials used in the repair, specifically hazardous wastes and substances, must be disposed of outside of the park. Any liquids which may contribute to wear and tear on the driveway are prohibited to be spilled, sprayed or put thereon except minimal water sprayed for cleaning of dust from the driveway, any debris from such spraying must be immediately disposed of and may not be sprayed onto a street or another space.
- C. Vehicles are not permitted in the Community unless passenger vehicles, mini- and standard size vans, small pickup trucks and no other vehicles, and if they are not 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 Community and vehicles which contain unsightly loads that are visible to other persons. A two hour exemption is authorized for tow trucks or other service vehicles for the purpose

of removing a vehicle or performing small routine type repairs such as jump starting or tire replacement for tow removal. Excessively noisy vehicles are not permitted in the Community. Vehicles dripping gasoline, oil, or other fluids or substances must be kept out of the Community until repaired in order to prevent damage to the pavement. Oil and other drippings must be removed by Resident and Resident is responsible for the repair of damage to pavement. A drip pan may be used if it is cleaned frequently. You may wash your passenger vehicles in your driveway or the RV storage car wash by obtaining a temporary key from the office for a period of time not to exceed 3 hours. This key may not be loaned out to any other individual.

D. Bicycles may only be driven on the roads, not vacant Homesites or other common areas. Bicycles must obey the same traffic regulations as cars. No skateboarding is permitted in any location in the park.

E. The description and license plate for each vehicle to be kept at your space is as follows: (this enables us to contact you with a warning before towing the vehicle if improperly parked). We may also require identification tags or other identification to be displayed.

Describe vehicle here: _____ Describe vehicle here: _____

8. PARKING: Parking is only permitted in designated parking areas. Street parking is prohibited at all times except for short term loading and unloading as well as a two hour exemption for service vehicles which have been authorized by management. Both these scenarios can only be utilized if no parking is available in your driveway or if the service vehicle size prohibits entry onto the driveway. In some instances, management may request that the service vehicle park in guest parking. **Violators may be towed at owner's sole cost in accordance with the provisions of the vehicle code AND WITHOUT FURTHER NOTICE EXCEPT AS REQUIRED BY LAW.** Guest parking is only permitted in areas designated as guest parking. Only short-term guests, not residents or long-term guests, may park in these areas. Vehicles parked on your Homesite may only be parked in your driveway and not on landscaped or other areas of the Homesite. No more than two vehicles may be parked on your space. Sleeping in cars within the Community or storage area is prohibited. Sleeping in recreational vehicles, campers or travel trailers in the storage area is prohibited.

A. Trailers and boats may not be parked on your Homesite. The recreational vehicle storage lot is on a first come, first serve basis. If that facility is discontinued, the vehicles therein must be stored in an alternate location but not on the space. No inoperative vehicles may be kept on the space.

B. The use of the R.V. storage area is permitted only on the following conditions: (1) Rental Agreement signed by resident; (2) availability of space; (3) payment of monthly storage fee; and (4) the vehicle stored must be a passenger vehicle, boat, travel trailer, or utility trailer; exceptions must be approved in writing by management and will only be considered in the event space was not needed for any of the aforementioned vehicles. The storage agreement for any vehicle may be terminated by the management on 30 days advance written notice and as provided by law, no cause need be provided as to the basis for the termination of the storage agreement. A separate storage agreement is provided that expressly defines the rights and duties of the parties respecting R.V. storage. If, at some time in the future, that storage area is discontinued, then you would have to find someplace other than the Community to park your vehicle. No vehicle may be "stored" on your Homesite. "Storage" includes, without limitation, the parking of an inoperative vehicle for a period exceeding two weeks or the parking of a vehicle for the purpose of selling it as part of a commercial activity. You may, of course, leave your vehicle on your Homesite while you are on vacation.

C. Pickup trucks which are one (1) ton or less may be parked at the homesite. Commercial pick up trucks and vans which are one (1) ton or less may be parked at the homesite if: (i) used in daily transportation; (ii) such use does not cause reasonable complaints from neighbors; (iii) such vehicle is not operated or started during late night or early morning hours (after 10:00 p.m. and before 7:00 a.m.); and, (iv) such operation is not unreasonably noisy or offensive to others. Any truck which is more than one ton, inclusive of, without limitation, step vans, semi-tractors, tow trucks and stake-bed trucks, may not be operated on community streets, nor therefore permitted at the homesite.

D. Guests and others who are in the Park at your invitation or request or with your permission may only park on your driveway or in the areas set aside for guest parking. You and other members of your household may not park in the areas set aside for guest parking. The Park does not have facilities for guest parking over 8 consecutive days. Please contact the Park management if space is needed for longer parking periods. Guest parking areas are not large enough to park large motor homes or large vehicles; these vehicles will need to be parked outside of the Park.

E. If we allow you to have cars and other vehicles which cannot be parked on your Space, they must be parked as follows or outside the Park. At present, we do have a recreational vehicle storage area. The use of the R.V. storage area is permitted only on the following conditions: (1) Rental Agreement signed by resident; (2) availability of space; and (3) payment of monthly storage fee. It is possible that physical improvements may change, be added or deleted and if there is no change or reduction, deduction or offset in monthly rents. The R.V. storage area is not a physical improvement for all residents but available for a separate charge and is subject to closure or change to a different or unrelated use rendering such parking not available.

9. IMPROVEMENTS: If your mobilehome is removed from your Homesite, you must repair any damage to the Homesite caused by the removal (for example, filling in and leveling of holes or depressions) and leave the Homesite in a neat and uncluttered condition with the Community's original engineered grade intact.

10. PARK OFFICE AND COMPLAINTS: Business hours for the Park Office are posted. Except in an emergency, please do not telephone or contact the Park Manager after normal business hours. The Park Office phone is for business and emergency use only. Except for emergencies, all complaints, either by you or the Community, must be in writing and signed by the person making the complaint. In the event you experience any plumbing or electrical problems, immediately contact management so we may investigate and respond. If the problem, interruption, failure or defect was caused as a result of an act or omission by you or a resident or guest, the cost of correction shall be assumed by the person(s) who caused it. If there is a breach of the peace or other disturbance or emergency, contact the police or other appropriate public agency, then immediately contact management.

11. PETS:
A. Management Approval of Proposed Pet: Resident must obtain written permission from Management to keep a house pet in the Park and must describe the pet in the space provided in the rental agreement. Resident understands and agrees that the following is the only pet allowed in the mobilehome. Management reserves the right to allow a Resident more than one pet but no more than two (2) in the mobilehome. Residents are not permitted to bring any other pet or other animal into the community.

B. Types of Pets Permitted: Only dog or cat, all of which are confined indoors, or birds or any pet(s) which is/are always kept in an aquarium which is maintained in the mobilehome at all times, is permitted. No pit bulls or any dog which is part pit bull is permitted. No illegal, exotic, poisonous, or dangerous pets are permitted. A photograph and screening of the pet may be required. Any proposed pet which reasonably appears to exhibit any risk of harm to others may be denied by the management; after approval of a pet, any pet which does so or which is the subject of reasonable complaint from other residents shall be required to be permanently removed from the park.

C. All dogs and cats must be licensed and inoculated in accordance with law. Resident agrees to provide copies of certificates, licenses, or other documents to establish that such pet is current with all inoculations.

D. Management encourages all pets to be spayed and neutered. In the event of any offspring, management must be immediately contacted for permission for the interim keeping of the offspring pending relocation. Resident agrees to relocate all offspring within two (2) months or as soon as weaned if sooner than two months.

E. Pets shall not be permitted in common areas of the community including but not limited to any facility such as the clubhouse, laundry, service rooms or any recreational area (such as the swimming pool or surrounding areas) at any time. Any pet running loose, roaming in the community or unattended may be impounded without at the owner's expense. Any such expense may be billed on the monthly statement and charged as further rent or for an additional service actually rendered in the sum as charged to the management. Local leash laws may exist in the City and/or County in which the community is located, and any such neglect by the pet owner may be referred for prosecution to local authorities.

F. Food may not be left out of doors for any pet or other animal, except at designated feeding areas for local wildlife.

G. Should a Resident lose a pet, the Resident may obtain written permission for another pet as provided by this agreement from Management before acquiring another or a replacement.

H. Pets will not be allowed to cause any disturbances which might annoy neighbors. Pets may not trespass onto any other Resident's space, nor invade the privacy of the homesite, flower beds, shrubs or other property. If any pet causes any disturbance, annoyance or harm, injury or damage, or attempted or threatened injury, distress, endangerment or damage, or annoyance or disturbance, including without limitation, attacking, barking, growling, howling, lunging, threatening, biting, or any disturbing, annoying, or unusual noises, permission to keep that pet will be revoked and the Resident may be required to remove and relocate the pet from the homesite and from the community within a period of seven (7) days as provided to Resident in a written notice to be served on Resident in such event. Failure to comply with management's demand for removal/relocation of the revoked pet is a rule and regulation violation and shall constitute grounds for service of a seven (7) day notice to comply with such demand.

I. If any other violation of the pet rule is noted by Management or a written complaint is made by a Resident and given to management, the pet owner may also receive written notice specifying that within a period of seven (7) days, the pet must be removed or relocated.

J. Management reserves the right to provide such pet owner an additional opportunity to conform the pet to the requirements of this agreement depending on the exercise of discretion of the management in determining the nature of the complaint(s), the number of complaining residents and the assurances in writing from the pet owner of the willingness and efforts to be made to avoid any recurrence of conduct of the pet which has given rise to the complaints.

K. If Resident desires an additional opportunity to conform the pet to the rules and regulations and this agreement after service of a seven (7) day notice, Resident must provide management with a request for cancellation and withdrawal of the seven (7) day notice, which explains the actions and precautions to be taken to prevent such recurrence of written complaints from other residents for management's consideration.

L. If a seven (7) day notice has been provided and withdrawn by management by reason of the written assurance of the Resident of compliance with the rules and regulations, followed by a second violation or subsequent written complaint is received thereafter, the pet owner may receive notice to either relocate the pet to a new home outside the park or vacate the homesite in accordance with an additional seven (7) day notice.

M. Resident(s) guarantee that the keeping of the pet will be safe, quiet and without complaint of any kind from other residents. Resident(s) is therefore responsible and liable for any injury, damage, or other loss, expense, harm, liability, claim, demand, suit and cause of action arising from or substantially the result of the keeping of the pet, including its behavior, actions and omissions or conditions resulting from the keeping of the pet. Resident(s) therefore agree to indemnify and hold Management and its employees, agents and representatives free and harmless from all liability, including the provision of a defense, and including all claims, demands, suits, controversies, causes of action, loss, damage, injury, expense, attorney's fees, costs and other liability of whatever kind which relates to the pet and to the permission of the management to allow a pet to be kept upon the homesite by the Resident.

N. Guests MAY NOT bring pets into the Park.

O. Pets may be walked in the Park if kept on a short leash no more than six feet long. Pets are not permitted in common facilities of the Park. Pets are not permitted on other Resident's homesites.

P. Pets may not be left outside the mobilehome unattended, whether tied and secured or not. No exterior pet housing is permitted. This includes pens and enclosures or other restraining devices or fences, including cages, houses and kennels. Pets may not be kept in a storage shed or any other accessory structure. Pets may not be tied off and left upon the space outdoors unattended.

Q. Injunctive relief may be sought and shall be granted on a showing of a violation of the rules and regulations. Such showing shall not require any evidence of irreparable harm or lack of an adequate legal remedy in such event. This agreement applies to any violation of this Pet Agreement or rules and regulations. This remedy is cumulative to any other remedy including without limitation, termination of tenancy or other remedy, and shall not constitute an election of remedies. This remedy shall be at the election of management, and it shall apply to Resident at such discretion without regard to and despite the passage of time which may have elapsed since the violation of this agreement or the rules and regulations occurred. Any delays in this regard shall not constitute a defense to the request for injunctive relief, and any delay shall not constitute a waiver, estoppel, laches or other defense. We agree that a violation of this Pet Agreement and the rules and regulations raises a conclusive presumption of irreparable harm and lack of adequate legal remedy.

R. The pet owner is responsible for the clean up, removal and proper disposal of their pet's excrement at designated disposal receptacles, or in the event none are present in the community, in the Resident's own trash receptacle. Regardless of the area, any excrement left by a pet must be picked up immediately, and properly disposed of.

12. USE OF FACILITIES: You and your guests have the right to use the Community and the Community's facilities only if they comply with these Rules and Regulations and the other provisions of the Community's residency documents. We 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. You recognize, however, that our ability to obtain compliance is dependent upon a number of factors, including the cooperation of all residents and their guests. You agree, therefore, that the enforcement of the Rules and Regulations and conditions of tenancy are a private matter between us and each resident individually. You agree that you are not a third party beneficiary of any other agreement between us and any other resident in this Community.

13. "FOR SALE" SIGNS: All exterior signs and advertising flags, including, but not limited to, "For Sale" signs and "Garage Sale" (which is prohibited in any case) signs are prohibited except as required to be permitted by the Mobilehome Residency Law. Any change in the Mobilehome Residency Law or other laws affecting these restrictions on signs shall automatically become applicable and become a part of these Rules and Regulations. 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 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. Open house signs are not permitted.

A. You may sell your mobilehome for continued occupancy in the park, if the mobilehome is acceptable for resale in the park in accordance with law. Management has the right to evaluate the tenancy application from your buyer and to require an interview if the mobilehome is to remain in the Park for occupancy by the buyer. Subleasing is prohibited except as follows: Management shall permit a homeowner to rent his or her home that serves as the homeowner's primary residence or sublet his or her space, under the circumstances described in this section. Only one mobilehome may be subleased by the homeowner though the homeowner may own or control one or more mobilehomes or homesites in the Park. A homeowner shall be permitted to rent or sublet if a medical emergency or medical treatment requires the homeowner to be absent from his or her home and this is confirmed in writing by an attending physician. The following provisions shall apply to a rental or sublease pursuant to this section.

B. Political signs: Resident may display a political campaign sign relating to a candidate for election to public office or to the initiative, referendum, or recall process in the window or on the side of the mobilehome, or within the space. The size of the face of a political sign may not exceed six square feet, and the sign may not be displayed in excess of a period of time from 90 days prior to an election to 15 days following the election, unless a local ordinance within the jurisdiction where the mobilehome park is located imposes a more restrictive period of time for the display of such a sign.

14. SUBLEASING: Management shall permit a homeowner to rent his or her home that serves as the homeowner's primary residence or sublet his or her space, under the circumstances described in this section. Only one mobilehome may be subleased by the homeowner though the homeowner may own or control one or more mobilehomes or homesites in the Park.

(1) The minimum term of the rental or sublease shall be six months, unless the management approves a shorter term, but no greater than 12 months, unless management approves a longer term.

(2) The management may require approval of a prospective renter or sublessee, subject to the process and restrictions provided by subdivision (a) of Section 798.74 for prospective purchasers of mobilehomes. The management may charge a prospective sublessee a credit screening fee for the actual cost of any personal reference check or consumer credit report that is provided by a consumer credit reporting agency, as defined in Section 1785.3, if the management or his or her agent requires that personal reference check or consumer credit report.

(3) The renter or sublessee shall comply with all rules and regulations of the park. The failure of a renter or sublessee to comply with the rules and regulations of the park may result in the termination of the homeowner's tenancy in the mobilehome park, in accordance with Section 798.56. A homeowner's tenancy will not be terminated however, if the homeowner completes an action for unlawful detainer or executes a judgement for possession, pursuant to Chapter 4 (commencing with Section 1159) of Title 3 of Part 3 of the Code of Civil Procedure within 60 days of the homeowner receiving notice of termination of tenancy.

(4) The homeowner shall remain liable for the mobilehome park rent and other park charges.

(5) The management may require the homeowner to reside in the mobilehome park for a term of one year before management permits the renting or subletting of a mobilehome or mobilehome space.

(6) Notwithstanding subdivision (a) of Section 798.39, if a security deposit has been refunded to the homeowner pursuant to subdivision (b) or (c) of Section 798.39, the management may require the homeowner to resubmit a security deposit in an amount or value not to exceed two months' rent in addition to the first month's rent. Management will retain this security deposit for the duration of the term of the rental or sublease.

(7) The homeowner shall keep his or her current address and telephone number on file with the management during the term of rental or sublease. If applicable, the homeowner may provide the name, address, and telephone number of his or her legal representative. Resident agrees that subtenant is authorized as an agent for receipt of service of process and notices of Resident and that service of any papers shall only be required to be made to the premises.

(8) A homeowner may not charge a renter or sublessee more than an amount necessary to cover the cost of space rent, utilities, and scheduled loan payments on the mobilehome, if any. Therefore, the rental agreement must be submitted prior to the sublease for inspection by the management. Failure to do so or overcharging a subtenant constitutes a violation of these rules and regulations.

(9) Homeowner shall further agree, warrant and guarantee the dutiful performance of all terms and conditions of the sublease agreement by the sublessee and agree to indemnify and defend us and our agents and employees against any claim or demand made by or against the sublessee for any injury or damage caused by sublessee or resulting to the sublessee, our active negligence and willful misconduct excepted.

(10) Homeowner acknowledges that sub-lessees are not tenants because there is no landlord/tenant relationship as between Park and sublessee. It is specifically agreed and understood that Sublessee can not become a resident by attempting or purporting to pay Park such monies.

(11) Receipt, retention, acceptance or possession of any monies from the sublessee shall only be on behalf of the Resident. As between Park and sublessee there is no privity of estate or contract. Any endorsements tendered on the face of any conditional obligation of the Homeowner to the contrary shall be deemed a breach of this agreement entitling Park to immediately declare breach and termination hereof.

(12) Homeowner hereby further agrees to defend and indemnify, at Resident's sole expense, the Park from any claims, liabilities, or actions brought by sublessee against the Park or for any action brought against the Park by any person arising out of conduct related to Sublessee's conduct within the Park. Subleasing not approved or in any way inconsistent with this agreement is void. There is no power and no right to sublease unless this agreement is complied with. For purposes of the Rental Agreement, Rules and Regulations, and other residency documents, "subleasing" includes the rental of your mobilehome and space, including "home sitting", "housesitting", "house-watching", "caretaking", subleasing with an option to purchase, and purchase contracts unless in such circumstances the purchaser is bona fide and has been approved in accordance with Civil Code §798.74 and becomes the registered owner of the mobilehome. Subleasing also refers to contractors who occupy the space or mobilehome in the absence of the tenant, for whatever the purpose.

15. RESTRICTIONS ON OCCUPANCY: No more than two (2) persons per bedroom plus one additional person. Management may consider one (1) additional person in its discretion. For purposes of this restriction, a "bedroom" is a room intended by the manufacturer of the mobilehome 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 which has been or could be converted to a bedroom and does not include changes to the interior not approved by management in writing after submitting a written plot plan to the management for owner approval.

16. ARCHITECTURAL AND LANDSCAPING SPECIFICATIONS

A. These architectural and landscaping specifications apply to all Homesites and mobilehomes in the Community and must be complied with at your expense as a condition of tenancy. We have tried to be as detailed as is reasonably possible in describing our requirements. It is, however, probable that we have failed to specify some requirements or have not described them in full detail. Because of this, please check with us regarding the full and complete requirements which apply to you. Please read these architectural and landscaping specifications very carefully to make sure that you fully understand them.

B. **LANDSCAPING AND FENCING:** Landscaping and fencing of unlandscaped spaces to conform to these specifications shall be completed not later than 45 days after first day of occupancy. Prior written consent from management is needed before commencing to install the landscaping; consent shall be based on your submitted written plan and specification for the landscaping/fencing proposed to be installed. Changes in landscaping/fencing shall also be first approved by the management.

C. Once the landscaping and/or fencing plan is approved and the resident commences to begin the landscaping, the entirety of the work shall be completed within 60 days. Unapproved installations shall be removed based on a 7 day notice as provided as the required notice before terminating tenancy. Fences and other installations and improvements must be approved in advance.

D. We encourage greenery, trees and flowers in your landscaping plan. We must approve the type and number of trees and shrubs planted and their location. No tree or shrubbery is allowed which does or may develop a root structure which causes cracking, buckling, or otherwise interferes with streets, utilities, lines, driveways or other Community facilities.

E. **MOBILEHOMES, ACCESSORY EQUIPMENT, STRUCTURES AND APPLIANCES:** Installation of mobilehomes and all required appliances, accessory structures and equipment on empty spaces to conform to these specifications shall be completed not later than 60 days after execution of the rental agreement. Additions, modifications and other changes with respect to the mobilehome and any appliances, accessory structures and equipment, as must conform to these specifications shall also be completed not later than 60 days after beginning the addition, modification or change.

F. Prior written consent from management is needed before commencing to install any appliance, equipment or structure connected to a utility such as gas, water or electric service or supply. Consent shall be based on your submitted written plan and specification for the addition, modification, change or installation proposed. Unapproved installations shall be removed based on a 7 day notice as provided as the required notice before terminating tenancy.

G. The Community's general standards for accessory equipment and appliances for incoming mobilehomes are:

1. **Mobilehomes:** The mobilehome must fit upon the space in the position specified by management. Management reserves the right to require

the largest possible mobilehome commerc... ilable to be sited upon a double-wide space; his requirement, contact management FIRST as to the requirements for the space prior to purchasing a mobilehome. Established set backs must be honored, and may not be changed. Horizontal siding, stucco or masonite exterior required. The front porch and entrance to homes must have awnings and deck approved by management and cover supports must be properly maintained to avoid possible damage or injury to persons or property. All awnings must be painted, anodized aluminum or steel, and must be of an approved manufactured design to match mobilehome exterior. Floors must be covered with some form of outdoor carpet, or other suitable material, as approved by management, and must be edged with metal strips and maintained in a condition that is not-frayed or raveled. Carport awnings must be a minimum of ten feet in width and forty feet in length. Roof material must be non-glare composition or wood shake shingles for the mobilehome, awnings and any storage or other structures on the space. The patio awnings shall be unitized on the street side and shall be a minimum of forty feet in length and eight feet in width. Siding shall be alcan or masonite or equivalent. No more than two storage sheds, with a combined area not exceeding one hundred square feet and ten feet in height are to be installed by resident. Storage shed(s) must be located on the rear portion of the space on the carport side. Accessory buildings must be of similar color and texture as the mobilehome. All installations and improvements must be approved by management before work is commenced to avoid damage to underground utilities. Management must further approve a written plan, to be submitted for approval as required by law, showing the proposed location with measurements and dimensions evidencing conformance to all setback requirements required by law including Title 25 of the Code of Administrative regulations and local ordinance. The total square footage of the mobilehome and storage sheds shall not exceed 75% of the useable lot area.

2. Color and Materials: To insure architectural uniformity and aesthetics, the color and material of mobilehomes accessory structures and equipment must match the mobilehome and be approved by management in advance of starting work.

3. Skirting: Skirting shall be installed in an attractive, workmanlike manner to match the mobilehome, and approved by management in advance of installation.

4. Porches and Patios: Steps must have approved handrails, as required by law. The temporary steps provided by your dealer must be removed from the Community no later than sixty (60) days from the time the mobilehome is moved into the Community. Porches and steps must be of an approved material matching the exterior material of the mobilehome. All steps must be of good manufactured quality and side faced to match the mobilehome exterior. Steps shall be enclosed between the risers. Porches and steps must be properly covered, leaving no unfinished surface. All porches and steps shall be as wide as the patio awning.

5. Fences: No fences are permitted. Exception: Residents whose spaces are upon the park perimeter may install, on advance approval of management, a redwood fence or chain link fencing not to exceed 42 inches high, on the perimeter property lines. If the perimeter line is in the rear of the space, the fence may extend along the side lot line not further than the rear of the utility and utility pedestal pad; if the side fence is added, a masonry wall from the front end of the side lot line fence to the mobilehome siding must be constructed at a perpendicular angle. Management must approve the masonry design and materials before the start of work on any fences.

H. Community's general standards for accessory equipment and appliances for existing mobilehomes now in the park are:

1. The Community requires that you maintain in good condition and repair the mobilehome and all accessory equipment such as patio awnings, carport awnings, skirting, room enclosures, outside furniture, porches and sheds.

2. This obligation includes the replacement of any items that are missing or are damaged to the point that they cannot be reasonably repaired. This obligation also includes the repainting of the mobilehome to original color (any repainting must be approved in writing by management unless it is the same as the original color), accessory equipment, structures and appliances when they are reasonably in need of repainting.

I. You must have the Community's prior written permission before erecting any carport, awning, cabana, flagpole, fence, wall or other structure of any kind, whether permanent or temporary.

J. If you were a resident prior to the standards for incoming mobilehomes being instituted, you will not be required to adhere to them unless you voluntarily make a change or addition to your space, mobilehome, accessory equipment, structures or appliances. If you do make such a change, you must meet the standards noted for incoming mobilehomes. You will only be required to adhere to the new standards which apply to the change or addition you are actually making. These standards apply if you replace your mobilehome. Of course, you remain required to comply with all requirements as to existing mobilehomes in the park including the requirements that applied as of the date the mobilehome was installed.

K. UTILITY PEDESTALS: The utility pedestals (water and utility hookups) must be accessible at all times. 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 devise for the purposes of using electric current, natural gas or water.

L. GENERAL SPECIFICATIONS: Air conditioning units and evaporative coolers are prohibited. Exception: Central air conditioners (no window installations) must be positioned so that the noise will not disturb adjacent residents. Upgrading or installing any 220 volt unit is prohibited unless otherwise approved in writing by management. Advance written consent must be sought and obtained from management before starting work. Any non-conforming installation must be removed on 7 days advance written notice from management; failure to comply may result in termination of tenancy.

M. Building Permits: Building permits are required before construction or installation of certain accessory equipment and structures, and such equipment and structures must comply with all federal, state and local laws and ordinances. All repairs and replacements and other work must comply with all applicable laws and regulations.

N. CHANGES TO RULES AND REGULATIONS AND ARCHITECTURAL AND LANDSCAPING SPECIFICATIONS: All of the above rules and regulations and architectural and landscaping specifications may be changed at any time as permitted by the Mobilehome Residency Law.

17. TRASH COLLECTION AND ENVIRONMENTAL PROTECTION: Garbage cans must not exceed fifty pounds in weight and not greater than 32 gallon capacity and must be fitted with a tight lid to avoid animal intrusion, spillage and odor. Violations of this restriction may result in uncollected trash. Only one 90 gallon can as provided by the refuse company may be placed out for collection. Empty trash cans must be removed promptly.

18. ENVIRONMENTAL PROTECTION:

A. Proper "hazardous substances" and waste disposal is required of all residents. Typical hazardous substances include automobile, boat and motorcycle batteries, household batteries, cleaning fluids and solvents, gasoline, paint and other thinners, oils, brake fluids, transmission fluids and oils.

B. No resident may keep or store, in any place including within or about the mobilehome, space, garage, storage shed or elsewhere in the Park, any hazardous substances in excess of the quantities required for typical single family household use. Additionally, resident may not cause any environmental hazard, including any exposure to, contact with, spill or deposit of any hazardous substance or waste. Resident is prohibited from violating any law relating to environmental protection, hazardous substances or waste. This includes, but is not limited to, for example, changing or discarding auto batteries, oil, brake fluids, automatic transmission fluid, air conditioning gases, or grease in any motor vehicle. 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. In the event of any spill or deposit of hazardous substances in the Park, resident is required by law to immediately notify management. Management reserves the right to inspect resident's space for hazardous substances.

C. In addition to other remedies allowed by law, resident will indemnify and hold the Park harmless for any such environmentally hazardous act or omission prohibited by this rule or law, including any compensatory damages, statutory damages, punitive damages, expense and attorney's fees and costs sustained by the Park. Resident will also be required to reimburse the Park for any actual attorney's fees, litigation expenses, and costs incurred in defending any action against the Park as a result of any environmentally hazardous act or omission of resident. For purposes of this rule, "hazardous

"substances" includes without limitation: (a) substances included within the definitions of "hazardous substance," "hazardous waste," "hazardous material," "toxic substance," "solid waste," or "pollutant or contaminant" in federal law including C.E.A., C.L.A., R.C.R.A., T.S.C.A., H.M.T.A., or under any other Environmental Law; (b) Those substances listed in the United States Department of Transportation (D.O.T.) Table [49 C.F.R. 172.101], or by the Environmental Protection Agency (E.P.A.), or any successor agency, as hazardous substances [40 C.F.R. Part 302]; (c) Other substances, materials, and wastes that are or become regulated or classified as hazardous or toxic under federal, state, or local laws or regulations; and (d) Any material, waste, or substance that is: (i) a petroleum or refined petroleum product, (ii) asbestos, (iii) polychlorinated biphenyl, (iv) designated as a hazardous substance pursuant to 33 U.S.C. § 1321 or listed pursuant to 33 U.S.C. § 1317, (v) a flammable explosive, or (vi) a radioactive material.

D. In addition to other remedies allowed by law, you will indemnify and hold the Park harmless from any such environmentally hazardous activity engaged in by you including any compensatory damages, statutory damages, punitive damages, or attorney's fees sustained by the Park as a result of your activity or for which you are responsible. You will also be required to reimburse the Park for any actual attorney's fees, litigation expenses, and costs incurred in defending any action against the Park as a result of any environmentally hazardous activity taken by you in the Park.

19. RESIDENT INDEMNIFICATION: Resident hereby agrees to indemnify and hold Management harmless from and on account of any damage or injury to any person, or to the furniture, equipment, records, goods, wares, or merchandise of any person, arising from the use of the Park by the Resident or arising from the failure of Resident to keep the mobilehome or homesite in good condition, as herein provided, or arising from the negligence of the Resident for any damage by or from any act or negligence of any co-Resident or their guests, or by any owner or occupant of adjoining or contiguous mobilehomes. The Resident agrees to pay for all damage to the Park and homesite, as well as all damages to all other Residents, their guests and families thereof caused by the Resident or his guest's negligence or misuse of the Park. Resident hereby waives all claims against Management for damages to furniture, equipment, records, goods, wares or merchandise in, upon, or about the Resident's mobilehome from any cause arising by reason of any act or omission of resident, guests, invitees or others.

20. WAIVER OF DEFAULT:

A. No waiver by Management of Management's right to enforce any provision hereof after any default on the part of Tenant, shall be deemed a continuing waiver or a waiver of Management's right to enforce each and all of the provisions hereof upon any further or other default on the part of the Tenant. The acceptance of rent shall not be, or become construed to be, a waiver of any breach of any term, covenant or condition of the parties' lease or affect any notice, demand or suit hereunder.

B. Acceptance of rent shall not reinstate or create a tenancy. Conditional acceptance of rent pending approval of tenancy shall not be deemed to create a tenancy or waive any requirements applicable to tenancy, purchaser-application or approval requirements or assignment or transfer requirements. Acceptance of rent shall constitute no waiver of rule violations or any rule, substantial annoyance, or other grounds for the termination of tenancy specified under the Mobilehome Residency Law, or other rights. Acceptance of rent after service of a notice to terminate tenancy as specified in Civil Code section 798.57 shall not waive, affect or prejudice the notice. Nor shall routine service of other notices, management communications, or other actions or omissions of the management waive, prejudice, or affect the right to terminate tenancy, process a purchaser application and approve a tenant for tenancy, or otherwise affect the rights of management. Possession of rent by the Tenant manager shall not be acceptance until actually approved by the park owner; accordingly, the receipt by or the tender of payment to the Tenant park manager shall be conditional and for custody purposes only until approved and accepted by the park owner.

C. Park may exercise any right under the terms of the rental agreement or lease, or these rules and regulations as amended or modified or any other right of the management under applicable law, and do so at any time subsequent to the date such right became effective hereunder, and do so retroactively to the date the right initially became effective or enforceable and demand performance from such inception through to and including the date of the demand and thereafter; any such delay, forbearance, whether intentional or inadvertent in enforcing any such right shall not be construed as a waiver, release or acquittal, accord and satisfaction, settlement in whole or part; shall not constitute an estoppel, or laches; and, shall not render any such right unenforceable or be a defense against enforcement of such rights from the time such right could first be exercised and thereafter.

21. COMMERCIAL SOLICITATION: Throw-away newspapers, distribution of handbills and door-to-door selling or solicitation is not permitted without Owner's consent. No commercial soliciting may be conducted in the park. The recreational facilities and clubhouse may be used by the residents for the purposes permitted by law. Solicitors, vendors, peddlers, etc. are not permitted in the park. Please contact the manager if you are disturbed by any of the above. Owner will comply with Mobilehome Residency Law requirements for residents in this respect as the law may change from time to time.

22. LIMITATIONS ON ELECTRICAL SERVICE AND RESIDENTS' RESPONSIBILITIES.

A. You are responsible for making sure that your mobilehome and all appliances and equipment in your mobilehome are compatible with the electric service and capacity now available, and we shall have no liability or responsibility to you if the available electrical supply is incompatible or not sufficient because the mobilehome demand is greater than the service provided and the mobilehome capacity has not been reduced to conform to the service available at the pedestal; this is a duty of the Resident.

B. Resident agrees not to install electrical appliances which will use energy in excess of the electrical service and capacity available to your Space. Resident also agrees not to attempt to increase the electrical service and capacity of the Space by installing any device or taking any other action unless our prior written permission is given. If electrical demands exceed the capability of the Park, or are otherwise inconsistent with the capabilities of the Park, you will be deemed to be in default under your rental or lease agreement and you will, in addition to all of the remedies available to us, reimburse us within ten (10) working days for any costs and expense we incur in remedying the situation created by your use of excessive or inconsistent electrical demands. You also agree to indemnify and hold us harmless against any loss, cost, damage, expense (including attorneys' fees and costs) or other liability incurred or imposed by reason of any injury to persons or property which occurs as a result of your electrical demands.

C. As the amount of such electrical service and capacity will affect your ability to have electrical appliances, you must determine in advance from us in writing the amount of electrical service and capacity available to the Space and insure that your mobilehome and all appliances and equipment in it are compatible with that service and capacity. The Park's electrical capacity is 50 amps at 117 volts. No electric air conditioners or clothes dryers are permitted except as provided by paragraph 16(L). No 220 volt electric air conditioners or clothes dryers are permitted unless otherwise approved in writing by management, and conversion from a gas appliance to an electric appliance requires advance written approval by management.

D. PLEASE READ CAREFULLY! FROM TIME TO TIME, THE SERVING PUBLIC UTILITY WILL SUFFER OR CAUSE POWER OUTAGES TO THE PREMISES. POWER OUTAGES ARE CAUSED BY MANY FACTORS: Storms. Wind, heat, ice, and snow are the most common causes of widespread power outages; during high winds, or trimming by an untrained professional, limbs can come into contact with power lines, causing power interruptions; vehicle accidents with a utility pole can cause a power outage; earthquakes of all sizes can damage electrical facilities and power lines; small animals may cause power lines to short circuit; lightning strikes to transmission towers, wires, and poles; underground cables are sometimes disturbed by digging. Additionally, high power demand during heat waves and other times of unusually high demand may overburden electric cables, transformers, and other electrical equipment of the serving public utility which then melt and fail.

E. CAUTION: INTERMITTENT POWER INTERRUPTIONS ARE FOLLOWED BY RESTORATION OF ELECTRICITY WHICH MAY CAUSE SURGES IN ELECTRICAL POWER. POWER SURGES OFTEN AFFECT UNPROTECTED CONSUMER HOUSEHOLD APPLIANCES SUCH AS ELECTRONIC EQUIPMENT (COMPUTERS, STEREOS, RADIOS, ETC.). THE OWNER IS NOT RESPONSIBLE FOR THE DISRUPTIONS, OUTAGES, SURGES, OR OTHER IRREGULARITIES IN THE PROVISION OF ELECTRICAL SERVICE TO THE PREMISES WHICH ARE CAUSED BY THE SERVING PUBLIC UTILITY. TENANT AGREES THAT OWNER IS FULLY AND UNCONDITIONALLY RELEASED AND DISCHARGED FROM ANY AND ALL LIABILITY WHICH ARISES AS A RESULT OF THE ACTS AND OMISSION OF THE SERVING PUBLIC

UTILITY. IT IS THE RESPONSIBILITY OF THE TENANT, EXCLUSIVELY, TO EXERCISE DUE CARE FOR PROPERTY WHICH MAY BE AFFECTED BY DISRUPTIONS, OUTAGES, SURGES, OR OTHER IRREGULARITIES IN THE PROVISION OF ELECTRICAL SERVICE TO THE PREMISES. ACCORDINGLY, TENANT HAS THE RESPONSIBILITY TO TAKE THE FOLLOWING PRECAUTIONS:

1. Tenant has the responsibility, always, TO USE SURGE PROTECTORS FOR THE PROTECTION OF TENANT'S PROPERTY, especially for computer equipment, stereo equipment, radios and other electrical appliances, devices and products which may be affected by disruptions, outages, surges, or other irregularities in the provision of electrical service. Unplug heat-producing items such as irons or portable heaters to prevent a fire when power is restored.

2. Report the difficulty to the management immediately.

3. Turn off and unplug all computer equipment, stereo equipment, radios, appliances and other electrical equipment, except for a single light bulb, which will be the signal your power has been restored. This helps ensure against circuit overloading, which could delay restoration of service.

4. In the event of an outage, do not use candles for lighting during an outage, since they create a fire hazard. Use flashlights or battery-powered lanterns instead.

5. Check the neighborhood to see if others have their power. If they do, the problem may be a "tripped" circuit breaker.

6. IT IS RECOMMENDED THAT TENANT OBTAIN A HOMEOWNER'S INSURANCE POLICY TO COVER DAMAGE, LOSS AND LIABILITY ASSOCIATED WITH THE DISRUPTIONS, OUTAGES, SURGES, OR OTHER IRREGULARITIES IN THE PROVISION OF ELECTRICAL SERVICE TO THE PREMISES AND OTHER RISKS.

23. LOT LINES AND LOT LINE MARKERS: Actual and apparent use of a homesite defines the expectations of occupation which Resident may use and enjoy. Resident is responsible for homesite maintenance within the area defined by the lot line markers. You shall maintain your lot line markers as they currently exist and you will promptly notify us if your lot line markers are lost, moved or destroyed. The foregoing defines the enforceable expectations of use, occupation and enjoyment to which Resident is entitled. The lot line markers and lot lines in the park are for the purpose of establishing the separation and set-backs for installation of mobilehomes, accessory structures and equipment, utilities and appliances as defined by applicable codes and standards and for no other purpose. Therefore, Resident may not rely on the lot line markers to define the area of use and enjoyment to be expected. Owner reserves the right to modify any lot line at any time provided that such modification does not violate any applicable law. If Resident or any prior resident of the space or any adjoining space has installed landscaping or other improvements that have been discovered to encroach across a lot line over a course of time of previously-established consistent usage, then residents of any adjoining spaces agree to continue to allow the use of the area encroached upon as was expected before such discovery. This use of the encroached-upon area will not, however, affect the location of the lot line markers. Resident shall maintain the lot line markers as they currently exist. Resident agrees to indemnify and hold harmless owner and owner's agents, employees, representatives, assigns and successors, against any loss, cost, damage, expense (including attorneys' fees) or other liability incurred or imposed by reason of any person, association, firm or corporation claiming to have an interest in the event that the lot line markers are lost, moved or destroyed.

24. INSPECTION. You agree you have carefully inspected the Space you are renting and all of the Park's services, improvements and facilities and you have found them to be safe and as represented by us to you, either orally or in writing, and you accept them as they are. To the extent that you have found such services, improvements or facilities not to be safe or not to be as represented by us to you, either orally or in writing, you nonetheless agree to accept them as they are and agree the premises are reasonably safe and well-maintained.

25. DISCLOSURE OF CONDITIONS. The Park may be subjected to earthquakes, floods, winds, fires, and other catastrophic conditions which can cause damage to your mobilehome and other property and improvements for which you are financially responsible to maintain, repair and replace or to property and improvements of the Park. We suggest that residents carry appropriate insurance coverage.

26. CHANGES TO RULES AND REGULATIONS AND SEVERABILITY: All of the rules and regulations may be changed at any time as permitted by the Mobilehome Residency Law, including changes to the Mobilehome Residency Law which may be made in the future. If any part of these Rules and Regulations or any document referred to in them is, in any way, invalid or unenforceable, the remainder of these Rules and Regulations or other documents shall not be affected and will be valid and enforceable to the fullest extent permitted by law. The same is true if the application of any part of these Rules and Regulations, or any document referred to in them, is in any way invalid or unenforceable to any person or circumstance.

27. INDEMNIFICATION.

A. We will not be liable for any damage, injury, loss, expense, or inconvenience to any person or property caused by any use of the Park or your Space, or by any defects in tiny improvements, or failure of services or amenities, or arising from any other cause, unless resulting from our active negligence or willful misconducts. You agree to release, discharge, indemnify and hold us free and harmless including providing a defense at resident cost from all such injury, damage, loss, expense, or inconvenience for which we are not liable, including the provision of a defense and payment of attorney's fees and expense and costs which relate thereto. This paragraph is not an exculpatory clause of any legally imposed duty of care upon us, or a disclaimer or release of liability to other than the fullest and most complete extent permitted by law, and shall not be otherwise construed or interpreted.

B. You agree to indemnify us for all liability, damages, injury, loss, debts, suits, actions, claims, demands, causes of action, judgments, and expenses, including the provision of a defense, attorneys' fees, expenses and costs, resulting from or alleged to have resulted from your negligent, willful, or intentional conduct, or the condition or the maintenance, or lack thereof, of your mobilehome, Space, vehicle(s), equipment, accessory structures, property, improvements, or all of them, prior to the termination of the rental agreement or lease.

C. You understand that the variables inherent in a mobilehome investment include risks of obsolescence, changes in demand, location, mobilehome maintenance, wear and tear, age, technological advances, interest rates and terms, economic climate and development, neighborhood change, and many other factors beyond our control. The value of your mobilehome may decline in the future, like any residence. You agree to indemnify, discharge, release, and hold us free and harmless against and in the event of economic loss, diminution in market value, or depreciation of your mobilehome, or its accessory structures or equipment, and other improvements, including lack of demand therefor, which results in the future. You understand the existence of such investment risk, and agree to accept all risks of economic loss or loss in value to the mobilehome. This indemnification and release does not relieve me of any legally imposed duty of care as to injury or property damage (for example, physical damage for which we have a duty to repair or compensate you).

28. APPROVAL OF PURCHASER AND SUBSEQUENT RESIDENTS. If your prospective buyer / transferee / assignee intends for the mobilehome to remain in the Park, or the buyer / transferee / assignee intends to reside in the Park, the buyer / transferee / assignee must do the following before occupying the mobilehome or Space: complete an application for residency, after approval if granted, then sign a lease or rental agreement which is acceptable to us in order to be accepted by us for tenancy. We may request a financial statement, credit report, references, and other reasonable information we need from any prospective buyer / transferee / assignee. If the buyer / transferee / assignee is not approved by us, or does not sign a lease or rental agreement acceptable to us, they will have no rights of tenancy in the Park and they may not leave the mobilehome on the space or occupy the Space. Other restrictions and requirements regarding these approvals may be found in our lease and rental agreements and if they are in conflict with these requirements, the more restrictive requirements will apply.

29. SOLICITATION. Throw-away newspapers, distribution of handbills and door-to-door selling or solicitation are not permitted without our consent except as required to be permitted in accordance with the Mobilehome Residency law as it may be amended from time to time. All salespeople must make individual appointments with the resident concerned or interested. The only exception are those activities which we are required by law to permit.

30. INSURANCE. We do not carry public liability, or property damage insurance to compensate you, you guests, or any other person from any loss,

damage, or injury, except those resulting from conditions where we would be legally liable for damage, or injury. You should obtain, at your own cost, extended coverage for your mobilehome, fire, earthquake, and other casualty insurance on the mobilehome, other improvements and contents to the full insurable value, personal liability and such other insurance as is necessary to protect you, your guests, or others from loss or liability.

31. CONTRACTORS AND LIENS AND CLAIMS: Only licensed contractors having adequate liability and Worker's Compensation Insurance are permitted to work in the Park for such work as a contractor's license or permit is required. Management may require them to provide proof of insurance in advance of beginning any work. Landscape maintenance is excluded from this requirement. You may not allow any liens or other claim to be made against our property and, if you do, you agree to immediately do whatever is necessary to remove them and protect our interests.

32. MATERIAL WHICH WILL NOT DISSOLVE IN THE SEWER SYSTEM. Material which will not dissolve in the sewer system, such as facial tissue, paper towels, sanitary napkins, or dryer sheets **MUST NOT BE FLUSHED DOWN THE TOILETS.** We may hold Tenant responsible for costs of clearing any clogged lines where the obstruction is located on the tenant's side of the main or common line. Tenant shall indemnify management for any damage which occurs due to such a tenant-caused obstruction.

33. EMERGENCY GAS DISTRIBUTION INFORMATION: The emergency procedure for gas leaks or other safety hazards in the gas distribution system is located in the park office. This information is also posted in the park office.

Gas Company Telephone Number: _____ Fire Department: _____

Park Manager: _____ Emergency: 911

34. SECURITY NOT PROVIDED.

A. Tenant acknowledges that the Park is not a "security" community. Tenant agrees that Owner, his employees, and agents have not made any representations or warranties to Tenant that the Park is secure from theft or other criminal acts which may be perpetrated by any Tenant of the Park or other persons. The park is a reflection of modern society, with many of the same benefits and risks. All residents should exercise typical precautionary measures for their own protection and well-being. While there are no specific incidents which call for warnings or precautionary security measures by the management known at this time, good "common sense" advice should be remembered.

B. First, be aware of your surroundings. When walking in the park, be aware of traffic, bicyclists, and other people. Be even more careful at night when vision is reduced, pedestrians are more difficult to see.

C. Ordinary security measures are also appropriate, including locking of doors and windows, watching for suspicious activity, watching out for your neighbors. Report any suspicious activities to the police. Be wary of solicitors and salesmen or contractors who canvas door-to-door.

D. Do not allow strangers into your home for any reason. Be more cautious for your own safety in the evening hours. Management hopes that preventive measures will be effective in avoiding problems before they arise.

35. MAINTENANCE DUTIES RE MOLD.

A. **RESIDENT RESPONSIBLE FOR MOISTURE, ACCUMULATED WATER, MOLD:** Resident shall maintain the homesite so water does not accumulate. Water must drain off in a fashion as to avoid runoff onto another homesite. The skirting shall not extend into the grade because moisture or water may accumulate under the mobilehome. All watering systems shall be installed, maintained and adjusted as necessary to avoid water run-off and standing water. Any berms shall be maintained to avoid the accumulation of water on the homesite. Any masonry skirting must contain sufficient ventilation to prevent accumulation of water under the mobilehome.

B. Resident warrants to maintain the mobilehome and areas under the mobilehome and space free of and from conditions which produce mold. Resident is also responsible for mold cleanup. It is imperative to treat and remove all molds as if they are potentially harmful. The following are sources of indoor moisture that may cause problems: flooding, backed-up sewers, leaky roofs, humidifiers, mud or ice dams, damp crawl spaces, constant plumbing leaks, house plants -- watering can generate large amounts of moisture, steam from cooking, shower/bath steam and leaks, wet clothes on indoor drying lines, clothes dryers vented indoors, combustion appliances (e.g. stoves) not exhausted to the outdoors. Homeowner should keep the humidity of the home down and ensure adequate ventilation inside the home (especially in the kitchen and bathroom).

C. If you can see mold, or if there is an earthy or musty odor, you can assume you have a mold problem. Visible mold growth is found underneath materials where water has damaged surfaces, behind walls or inside the vapor barrier under the subfloor of the mobilehome. Look for discoloration and leaching from wall surfaces. Mold cleanup is usually considered one of the housekeeping tasks of the private citizen and is such a responsibility of the resident, along with roof and plumbing repairs, sweeping and house cleaning.

D. Any discovery of mold in or about the mobilehome should be cleaned up promptly. When considering clean up of mold, verify the extent of the problem. It can be treated with bleach. Common dish soap will also aid in dissolving accumulated grease and dirt in the area.

E. Resident agrees to indemnify, defend and hold management, owner and all agents and employees free and harmless from any claim, demand, suit, action, or liability (personal or bodily injury or property damage to any person or thing) caused or claimed to be caused by mold in, about or under a mobilehome or any accessory structure equipment, appliance or other property, or upon the homesite. Resident furthermore warrants that there is no mold of any kind upon any location on the homesite. Since management may not enter the mobilehome except under the circumstances allowed by the Mobilehome Residency Law, Resident further warrants that the mobilehome is under the exclusive control of the Resident and that management has no duties respecting prevention or treatment of mold within the mobilehome. If the occurrence of mold on the homesite is observed by the management and resident fails to properly remediate such condition, management may proceed with any available remedy including a fourteen day notice as elsewhere provided for in resident's agreements with the management (with management cost therefor to be added as further rent payable together with rents and other charges on the first month, as billed, following such remediation); seek injunctive relief to compel compliance with mold remediation as hereby required; and / or terminate tenancy for failure to comply with this reasonable rule and regulation. Such remedies are cumulative and election of any remedy shall not preclude the resort to other remedies.

36. DRAINAGE. You are responsible at all times to make sure the drainage is proper so that water will drain away from your mobilehome to the street and not onto other spaces or common area. This includes present grade, and all natural and artificial changes to the grade.

37. TIME FOR BRINGING LEGAL ACTION With the sole exception of actions brought by Management for unlawful detainer and/or injunction, no legal action or alternate dispute resolution proceeding of any type (whether arbitration, mediation or reference) shall be brought by Management against Tenant, or by Tenant against Management, later than as provided by law.

38. ZERO TOLERANCE POLICY RE CONTROLLED SUBSTANCES.

A. Tenant, family members, Tenants, guests or other person under the Tenant's control shall not engage in criminal activity, including drug-related criminal activity, on or near property premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802)). Tenant, family members, Tenants, guests or other person under the Tenant's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near property premises. Tenant shall not permit the mobilehome to be used for or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest. Tenant, family members, Tenants and guests shall not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near property premises, and shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near property premises.

B. ANY VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR

TERMINATION OF TENANCY. A si ^{about} of any of the provisions of these rules shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the rental agreement and rules and regulations. Failure to comply with this provision is considered a material, non-curable breach of the lease and will result in a Notice to Quit being served upon Tenant requiring that Tenant, every member of Tenant's household, and all guests or other person(s) under Tenant's control shall vacate said premises upon proper notice, all in accordance with California law. California law provides for an extraordinary remedy to remedy to regain possession when illegal activity is being carried out on or near the premises which constitutes a public or private nuisance.

39. ZONING/USE PERMIT The nature of the zoning or use permit under which the Park operates is _____ and if subject to a renewal or expiration date is If the Park is subject to a Lease in which Management is a lessee, the expiration or renewal date of such Lease is _____.

40. REMOVAL OF MOBILEHOME ON SALE Management may, in order to upgrade the quality of the Park, require the removal of mobilehomes from the homesite upon their sale or transfer to a third party, in accordance with the provisions of the Mobilehome Residency Law and other applicable law. Any such rights granted us due to amendments, deletions, or modifications of the Mobilehome Residency Law and other applicable law may be enforced by us at our option.

A. Park reserves the right to require that the Tenant obtain an inspection conducted by the California Department of Housing and Community Development, or if applicable, the local enforcement agency with responsibility and jurisdiction to enforce Division 13, Part 2.1 of the California Health and Safety Code and the applicable provisions of the California Code of Regulations Title 25, Division 1, Chapter 2 (mobilehome parks). The mobilehome may not be transferred or sold for in-park residency by a new prospective Tenant if the mobilehome and accessory structures, equipment and appliances do not pass such code inspection. The inspection shall be requested by the Tenant no later than on the date Tenant is required to notify the management that the mobilehome is being offered for sale. Such notification must be given as soon as possible, because there may be delays encountered in scheduling an inspection. Tenant should further seek inspection as soon as possible in order to avoid possible inconvenience or delay in finalizing a subsequent sale of the mobilehome after the expiration of the 60 day written notice of termination of tenancy required to be given to the management.

B. In addition to the requirement of inspection, Management shall furthermore, require repairs and or improvements prior to approval the mobilehome for in-park sale in the following respects:

1. All damage caused by the actions or negligence of the Tenant or an agent of the Tenant;

2. The repair or improvement of the mobilehome, its appurtenances, or an accessory structure that is not owned and installed by the management, based upon or as required by a local ordinance or state statute or regulation relating to mobilehomes, or a rule or regulation that implements or enforces a local ordinance or a state statute or regulation relating to mobilehomes. Such requirements shall apply to the exterior of the mobilehome, its appurtenances, or an accessory structure that is not owned and installed by the management.

C. Tenant is required to request written statement itemizing all required repairs and or improvements. Management shall provide a written summary of repairs or improvements required no later than 10 business days following the receipt of a request for this information, as part of the notice of termination of tenancy required by Civil Code §798.59 (the written advance 60 day notice of termination of tenancy to be given to the management).

D. Management further reserves the right, pursuant to Civil Code §798.73, to require removal on sale if the mobilehome is in a significantly rundown condition or in disrepair, as determined by the general condition of the mobilehome and its acceptability to the health and safety of the occupants and to the public, exclusive of its age.

E. Any such rights granted either party due to amendments, deletions or modifications of the Mobilehome Residency Law and other applicable law may be enforced by either party at that party's option.

F. If, on the date of this Agreement, there is not presently a mobilehome located on the Homesite, or if Tenant is to remove the mobilehome presently located on said Homesite and replace it with another mobilehome, Tenant acknowledges and agrees that a certain make, model, type, size, age, and condition of the mobilehome which will occupy the Homesite and the accessory equipment and structures which will be a part of or installed with the mobilehome. Tenant warrants to Park that all representations made regarding the mobilehome and all accessory equipment and structures prior to their being placed on the Homesite are true and accurate. Park is permitted by this paragraph to inspect the mobilehome and the accessory equipment, and Tenant agrees not to substitute another mobilehome or other accessory equipment and structures for the ones approved by Park unless they meet all of Park's requirements and specifications. If Park determines that said representations are not true and accurate, then Park may refuse to accept the mobilehome or the accessory equipment and structures for installation. Submission of a plot plan is required by Tenant (or its agent) and approval in writing by management must be obtained before seeking or procuring any permits for installation of the mobilehome. Inspection by management may be made at the time the mobilehome and the accessory equipment and structures arrive at the Park, and the mobilehome and the accessory equipment and structures shall not be allowed within the Park until they are inspected and approved.

41. CIVIL CODE NOTICE RE SEX OFFENDERS The following notice is provided for the information of the Tenant, and is required to be provided for residential rental agreements. For the convenience of mobilehome owners, this notice is also included herein. "The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of §290.4 of the Penal Code. The data base is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service." The law further provides that based on this notification, the lessor (owner and management), seller, or broker is not required to provide information in addition to that contained in the notice regarding the proximity of registered sex offenders; the information in the notice shall be deemed to be adequate to inform the lessee or transferee about the existence of a statewide data base of the locations of registered sex offenders and information from the data base regarding those locations. The information in the notice shall not give rise to any cause of action against the disclosing party by a registered sex offender. PLEASE NOTE: Owner and management are permitted to investigate the ability of the prospective Tenant to pay rent and to comply with the rules and regulations of the Community pursuant to Civil Code §798.74. Homeowners and Tenants are therefore encouraged to further investigate in this regard to the extent deemed necessary and appropriate.

42. OPTIONAL MEDIATION OF DISPUTES AND REFERENCE.

A. A REFERENCE IS THE SENDING OF A PENDING ACTION OR PROCEEDING, OR SOME ISSUE INVOLVED IN THE MATTER, TO A REFEREE FOR HEARING, DETERMINATION, AND REPORT BACK TO THE COURT. REFERENCE IS INCREASINGLY USED AS A METHOD OF ALTERNATIVE DISPUTE RESOLUTION. THERE IS NO JURY. ANY AND DISPUTES WILL BE SUBMITTED FIRST TO NON-BINDING MEDIATION AND, IF THE DISPUTE CANNOT BE RESOLVED BY THAT METHOD, SUBMITTED TO WHAT IS CALLED A "GENERAL REFERENCE" WHICH WILL BE CONDUCTED PER THE PROVISION OF CODE OF CIVIL PROCEDURE §638. ALL ISSUES RELATING TO THE DISPUTE BE SUBJECT TO THE REFERENCE AND REFEREE WHO IS APPOINTED SHALL ALL THE NECESSARY POWERS TO DECIDE QUESTIONS OF LAW AND FACT RELATING TO THE DISPUTE.

B. "DISPUTE" INCLUDES BY WAY OF ILLUSTRATION, BUT IS NOT LIMITED TO, DISPUTES, CLAIMS, DEMANDS, OR CONTROVERSIES OF A LEGAL NATURE BETWEEN HOMEOWNER AND MANAGEMENT (OWNER AND ALL ITS AGENTS AND EMPLOYEES). EXAMPLES: MAINTENANCE AND CONDITION OF FACILITIES, AMENITIES, UTILITIES AND OTHER IMPROVEMENTS; LIVING CONDITIONS AND BUSINESS PRACTICES.

C. MEDIATION IS INITIATED BY SELECTION BY ONE PARTY OR THE OTHER PARTY AND THE JUDICIAL ARBITRATION AND MEDIATION SERVICE, INC. ("JAMS") OR BY WRITTEN DEMAND OR NOTICE OF INTENTION TO MEDIATE. MEDIATION THEN PROCEEDS IN ACCORDANCE WITH THE PROCEDURES AND REQUIREMENTS IMPOSED BY JAMS. COST OF MEDIATION SHALL BE AS PER THE AGREEMENT OF THE PARTIES; ABSENT AGREEMENT, MANAGEMENT MAY ABSORB SUCH COSTS AND IN THE ALTERNATIVE, THE PARTIES MAY THEN PROCEED TO REFERENCE AS HEREIN PROVIDED. JAMS SHALL PROVIDE BOTH PARTIES WITH A LIST OF AT LEAST FIVE (5) NEUTRAL MEDIATORS TO CONDUCT THE MEDIATION. ABSENT AGREEMENT TO A MEDIATOR, JAMS SHALL MAKE THE SELECTION; EACH PARTY SHALL HAVE ONE (1) PEREMPTORY CHALLENGE. THE MEDIATION SHALL BEGIN AS SOON AS PRACTICAL. THE MEDIATOR AND REFEREE SHALL NOT BE THE SAME PERSON.

D. GENERAL REFERENCE IS INITIATED BY MOTION TO THE COURT. ANY SPECIFIC NOTICE REQUIRED BY LAW TO PROCEED SHALL APPLY IN LIEU OF THE FOREGOING NOTICE REQUIREMENTS FOR PURPOSES OF INITIATING MEDIATION AND/OR LEGAL ACTION, AS PER THE STATUTORY RIGHTS OF THE RESPECTIVE PARTIES. THIS AGREEMENT SHALL NOT BE CONSTRUED TO IMPAIR OR WAIVE STATUTORY RIGHTS TO PROCEED WITH LEGAL ACTION BY ANY PARTY.

E. COST FOR REFERENCE SHALL BE ADVANCED AS DIRECTED BY THE COURT, OR DIVIDED EQUALLY BETWEEN THE PARTIES BUT NOT SO AS TO EXCEED THE COST OF COURT PROCEEDINGS IN THE CASE OF THE HOMEOWNER(S) OR ABILITY TO PAY AS PROVIDED BY LAW OR DETERMINED BY THE COURT. EACH PARTY SHALL DEPOSIT SUCH MONIES ON DEMAND. ANY PARTY MAY MAKE ANOTHER PARTY'S DEPOSIT IN THE EVENT SUCH DEPOSIT IS NOT MADE AND SUCH AMOUNT MAY BE ASSESSED AS A COST IF SUCH PARTY PREVAILS. A FAILURE OF ANY PARTY TO MAKE ANY DEPOSIT WHEN DEMANDED SHALL NOT RESULT IN A FORFEITURE OF THE RIGHT TO PROSECUTE OR DEFEND THE DISPUTE.

F. ALL PARTIES HEREBY MUTUALLY GIVE UP (WAIVER AND SURRENDER) ALL RIGHTS TO JURY TRIAL.

G. THESE MEDIATION AND REFERENCE PROVISIONS SHALL NOT BE ENFORCED IN SUCH MANNER, NOR SHALL BE CONSTRUED TO PROVIDE THAT HOMEOWNER IS REQUIRED TO WAIVE ANY OF THE RIGHTS TO MAINTAIN A "CIVIL ACTION" UNDER CIVIL CODE SECTION 798.87. THE PARK OWNER HAS NO POWER TO TERMINATE THE PROVISIONS OF THESE MEDIATION AND REFERENCE PROVISIONS, AND ALL APPLICABLE STATUTES OF LIMITATION APPLY. FURTHER, NOTHING SET FORTH IN THIS AGREEMENT SHALL INTERFERE WITH HOMEOWNER FROM BRINGING A CLASS ACTION OR JOINT LAWSUIT WITHOUT THE PARK OWNER'S CONSENT. THE PROVISIONS OF THE MEDIATION AND REFERENCE PROVISIONS ARE SEVERABLE IN THE EVENT THAT ANY TERM OR PROVISION HEREOF IS JUDICIALLY DEEMED UNENFORCEABLE. "DISPUTE" DOES NOT INCLUDE ACTIONS FOR TERMINATION OF TENANCY (CIVIL CODE SEC. 798.56) UNLESS THE PARTIES THEN AGREE TO APPLICATION OF THIS AGREEMENT TO SUCH MATTER; HOWEVER, THIS PROVISION IS EXPRESSLY SEVERABLE AND SUCH MATTERS SHALL BE INCLUDED IF REQUIRED TO SAVE THIS AGREEMENT FROM BEING FOUND UNENFORCEABLE.

H. BY INITIALING IN THE SPACE BELOW, YOU ARE AGREEING TO HAVE YOUR DISPUTES WITH US DECIDED BY A SINGLE NEUTRAL REFEREE AS PERMITTED BY CALIFORNIA LAW, AND NOT BY JURY. YOUR AGREEMENT TO THESE PROVISIONS IS VOLUNTARY. YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO SUBMIT YOUR DISPUTES TO A REFERENCE AS PROVIDED IN THIS AGREEMENT. IF HOMEOWNER HAS ALREADY SIGNED A MEDIATION-REFERENCE CLAUSE IN THE RENTAL AGREEMENT, THIS AGREEMENT SHALL BE DEEMED TO SUPERSEDE THE FORMER AGREEMENT.

Initial if agreed to by Tenant: _____ Initial if agreed to by Management: _____

(NOTE: Mediation and reference Provisions are not applicable unless mutually agreed to by Tenant and Management)

43. **NON-RESPONSIBILITY OF PARK.** We are not responsible to inspect and approve any work done by you or for you by others, including, but not limited to, the installation of your mobilehome, driveway, walkways or any other equipment or Improvements of any type. To the extent that we may inspect or approve anything, it is for our own purpose only and you are not entitled to rely on that inspection or Approval to ensure that the item has been installed or constructed correctly or that the work has otherwise been done as required. Instead, you are responsible for all required inspections and approval and you agree to indemnify and hold us harmless from any work which is improperly done.

44. **DEFINITIONS:** These Rules and Regulations are part of your rental and lease agreements and constitute requirements for continuing tenancy. If any of the following rules are unclear, please seek appropriate assistance or contact the management for an explanation. The common understanding of all defined terms which follow will apply to the interpretation and enforcement of these rules and regulations.

"Tenant" refers is a person who has a tenancy in the Park under a rental agreement.

"HCD" means the State of California Department of Housing and Community Development, or local enforcement agency if jurisdiction for the enforcement of the Mobilehome Parks Act contained in the Health and Safety Code of California and its implementing regulations has been transferred to the City or County in which the Park is located..

"Resident," "you," "your" and other similar terms mean a homeowner or other person who lawfully occupies a mobilehome, except for "guests."

"Owner," "we," "us," "our," "park management," "management," "Park" and other similar terms mean the owners of the Park including their partners, shareholders, directors, officers, representatives, employees and agents. "Park" also means our mobilehome Park.

"Park facilities," "recreational facilities," "common areas" or other similar terms mean those facilities and areas of the Park which are generally open for use to residents and their accompanied guests.

"Space" or other similar terms mean the mobilehome lot you are renting from us. "Mobilehome" or other similar terms mean the home which you occupy in the Park. The boundaries of the real property rented to Resident shall be the lesser of either (1) the lot lines as determined by a governmentally approved survey or by a recorded plot plan or (2) the apparent physical boundaries of the homesite as they exist at the time the Lease Agreement is/was entered into. Regarding maintenance of the homesite, Resident shall be responsible for the greater area as defined by this paragraph. Tenant is entitled to the use of the apparent demarcations of the space. Lot lines are for code enforcement purposes only as established by this agreement calling for recognition and expectations based on past usage.

"Mobilehome Residency Law" or "MRL" means the most current version of the California Civil Code, sections 798 and following which are commonly known as the "Mobilehome Residency Law" ("MRL").

"Mobilehome" refers to the manufactured housing unit or units which is/are sited on the Space and rented by the Homeowner.

"Guest" includes anyone living with you who has not been approved by us for tenancy and does not have the right to occupy your mobilehome on an ongoing basis as a member of your household without payment of a guest fee as and when permitted under the MRL and as required by the lease or rental agreement. Unless noted to the contrary, "guest" also includes your agents and employees, invitees, persons living with you as allowed by Civil Code sections 798.34(b), other permittees, licensees or other persons in the Park at your invitation, request or tolerance.

"Owner's approval," "our approval," "our consent," or other similar terms mean you must obtain our prior written approval before you may do something. Unless prohibited by law, we have the right to give or withhold our approval at our sole option even though you may believe we are being unreasonable.

"Adult", means a person at least 18 years of age.

"Child", **"children"** or other similar words mean someone under the age of 18. Duties, responsibilities and liabilities set forth in these rules and regulations are applicable to all residents and their guests, even though specific reference may not be made to guests. Any regulations which result in differential treatment based on age merely implement existing law or regulations or health and safety imperative to avoid risk or injury, danger or harm which can be avoided by reasonable care of parents or adult custodians and based on advice sought from an attorney.

45. IMPROVEMENTS.

A. Resident agrees not to make any alterations, improvements, additions or utility installations to, on or about the homesite or mobile home, or to install, remove or change any existing improvements, or modify the drainage or landscaping, or make any contract for such work without Owner's prior written consent and approval. In giving or withholding Owner's consent to any such work, Owner may, at this option, take into account and base his agreement or refusal of consent entirely upon aesthetic considerations and the capability of such changes to the Park. If Resident fails to obtain Owner's prior written consent and approval, all such alterations or utility installations shall be promptly removed Resident, at Resident's own expense, upon Owner's request.

B. All landscaping and structures or other improvements permanently attached to or embedded in the ground shall become a part of the real property upon installation and belong to Owner and shall remain upon and be surrendered with the Premises. Owner may, however, at its sole option permit or require Resident to remove, at his own expense, said landscaping, structures or improvements. Residents shall repair any damage to the Premises caused by the removal, including but not limited to the filling in the leveling of holes or depressions and shall leave the Premises in a near uncluttered condition.

46. EXECUTION AND ACKNOWLEDGMENT Tenant acknowledges having read these Park Rules and Regulations, and the documents incorporated herein by reference, and agrees to be bound by all of the terms and conditions here in contained.

DATED _____

SPACE NO. _____

TENANT NAME (Please Print)

TENANT (Signature)

TENANT NAME (Please Print)

TENANT (Signature)

TENANT NAME (Please Print)

TENANT (Signature)

DATED _____

AUTHORIZED AGENT OF THE MANAGEMENT