



MONTEREY MANOR

11250 RAMONA AVENUE
MONTCLAIR, CA 91763



WELCOME TO MONTEREY MANOR

RULES AND REGULATIONS

PLEASE READ THESE RULES AND REGULATIONS CAREFULLY AS THEY CONTAIN BINDING COVENANTS, CONDITIONS AND RESTRICTIONS WHICH APPLY TO MOBILEHOME TENANCY AND ARE INCORPORATED BY REFERENCE INTO THE RENTAL AGREEMENT.

1. INTRODUCTION: These Rules and Regulations (“R&Rs”) apply to all homeowners, residents, their guests, and any other person on Community premises. They are a part of each Homeowner's rental agreement. They are meant to comply with the California Civil Code Mobilehome Residency Law. In case of any discrepancy between our R&Rs and the Mobilehome Residency Law, or any other applicable governmental agency regulation, the State, City or other governmental agency regulation shall apply.

This set of R&Rs supersedes the current Rules and Regulations and shall be effective as soon as permitted by law.

In the event that any provision or guideline herein is determined to be invalid or unenforceable, the validity of all other provisions of the R&Rs or other Community tenancy documents shall remain in full force and effect.



A. FHAA Fair Housing Policy/Equal Housing Opportunity. Fair housing for all is the policy of this Community and is the law.

WE DO BUSINESS IN ACCORDANCE WITH THE STATE AND FEDERAL FAIR HOUSING LAWS. IT IS ILLEGAL TO DISCRIMINATE AGAINST ANY PERSON BECAUSE OF RACE, COLOR, RELIGION, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, SEXUAL ORIENTATION, MARITAL STATUS, NATIONAL ORIGIN, ANCESTRY, FAMILIAL STATUS, SOURCE OF INCOME, DISABILITY, MILITARY STATUS, MEDICAL CONDITION, GENETIC INFORMATION, OR FOR ARBITRARY REASONS. MANAGEMENT WILL NOT AT ANY TIME UNLAWFULLY ADMINISTRE, ENFORCE OR EXPRESS ANY PREFERENCE WITH RESPECT TO EXISTING OR PROSPECTIVE TENANTS, RESIDENTS, OR GUEST BASED ON ANY PROTECTED CLASS STATUS AS DEFINED UNDER SUCH LAWS.

DISCRIMINATORY ACTIONS OF THE MANAGEMENT, LESSEES, HOMEOWNERS, RESIDENTS, GUESTS OR OTHERS MAY BE REPORTED TO OWNER'S AGENTS, OR THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING. NO SUCH UNLAWFUL ACTIVITY BY OTHER PERSONS WHETHER RESIDING IN OR DOING BUSINESS IN THE COMMUNITY OR OTHERWISE IS PERMITTED; ANY UNLAWFUL DISCRIMINATION KNOWN OR REASONABLY SUSPECTED MAY BE REPORTED TO APPROPRIATE GOVERNMENT AUTHORITIES FOR PROSECUTION.

DEFINITIONS

1. “Community” is defined as Monterey Manor.
2. “Community Management”, “Management”, or “Owner” is the owner of a mobilehome community or an agent or representative authorized to act on his behalf in connection with matters relating to a tenancy in the community.
3. “Homeowner” is defined as a person who has a tenancy in a mobilehome community under a rental agreement, in accordance with *Civil Code* §798.9.

4. "Resident" is a homeowner or other person who lawfully occupies a mobilehome.

5. "Guest" or "Guests" are persons including all of Homeowner's agents, employees, contractors, persons sharing the space pursuant to Civil Code 798.34(b), (c), or (d), invitees, permittees or licensees at the invitation, request or tolerance of Homeowner.

6. "Pool Area" refers to the swimming pool, the fenced in area around the pool, the spa, the showers, and all other areas associated with the swimming pool and spa.

7. "R&Rs" refers to these Rules and Regulations.

8. "Title 25" refers to the California Code of Regulations, Title 25, Division 1, Chapter 2

9. "MRL" refers to the California Mobilehome Residency Law, set forth in the Civil Code, §§798,. et seq.

B. Rental Agreement. Homeowner shall not violate any terms or conditions of the Rental or Lease Agreement that is in force between Homeowner and Community. Community Management may seek eviction or other legal remedies for continued violations.

C. Universal Rule. Unless a more specific rule exists, the Universal Rule applies to all homeowners, residents, and guests, which is that: At all times, all persons must conduct themselves in a reasonably safe manner so as not to adversely affect neighbors, Management, property or others. In other words, no legal nuisance, breach of quiet enjoyment, annoyance, violations of laws or regulations, or dangerous or injurious conduct or conditions of any kind are permitted, even if a specific risk is not particularly described. For example, reckless driving is prohibited for the safety of others.

D. Compliance. Homeowners, residents and guests have the right to use Community facilities only if they comply with the R&Rs and other provisions of the Community's tenancy documents. Violation of any federal, state, or local law is prohibited.

E. Enforcement. Community Management will make every effort to reasonably and uniformly enforce these R&Rs. However, there may be instances when it will be impossible to do so, due to various practical and/or legal considerations. These R&Rs are based on consultation with legal counsel for compliance with lawful housing policies; in the event that any policy becomes unenforceable, Management may rescind the policy without further notice without inference of fault or wrongdoing. Owner will not at any time unlawfully administer, enforce or express any preference with respect to existing or prospective Homeowners, residents, or guests based on any protected class status as defined under such laws. In many instances, it may be impossible or impractical for Owner to enforce these rules because, for example, Owner's 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/or due to other practical and legal reasons. Homeowner releases Owner from liability for common disturbances. Owner is not liable for inconsistent or lack of enforcement of these R&R's. Enforcement of R&R's are a private matter between the Community and each Homeowner individually. There are no third party beneficiaries of any agreements between Owner and any other Homeowners.

F. Delays Not a Waiver: If Homeowner is in violation of any term of tenancy, a delay or omission in exercising any right or remedy by Management will not weaken any rights or remedies, nor will it be considered a waiver of any right or remedy. No waiver by Management of the right to enforce any provision of these R&R's after any default on Homeowner's part will be effective unless it is made in writing and signed by Management, nor will it be considered a waiver of any rights to enforce each and every provision of this Agreement upon any further or other default by Homeowner.

G. Acceptance of rent shall not reinstate or create a tenancy. Acceptance of rent shall not constitute a waiver of a rule violation, substantial annoyance, or other grounds that would result in the termination of tenancy. Acceptance of rent after service of a notice to terminate tenancy as specified in *Civil Code* §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.

H. Injunctive Relief for Violations. Injunctive relief may be sought by the Management for violations of rules and regulations, and further where good cause lies to seek a court order against acts, omissions and conditions which may unreasonably endanger life and limb of others, without proof of irreparable harm or lack of an adequate legal remedy;

such occurrences raise a conclusive presumption of irreparable harm and lack of adequate legal remedy and proof thereof is agreed to be unnecessary. For example, Management may seek a court order prohibiting the disposal of hazardous substances which would violate law based on threat of such action, without also having to prove the nature or effect of the harm and injury suffered.

I. Homeowner/Resident Meetings with Management. As set forth in the MRL, Article 5.5, *Civil Code* §798.53, Community Management shall meet and consult with homeowners, upon written request, within 30 days of the request, either individually, collectively, or with representatives of a group of homeowners, at a mutually convenient time, regarding the following matters:

- Homeowner concerns regarding existing Community rules,
- Standards for maintenance of physical improvements in the Community,
- Addition, alteration, or deletion of service, equipment, or physical improvements,
- Rental Agreements.

J. Residency. Any person wishing to purchase a mobilehome and become a Homeowner of the Community must complete an application to rent in writing and be approved by the Community Manager. The applicant must be willing to sign and comply with the terms and conditions as set forth within the Community tenancy documents. No rights of tenancy shall exist unless and until the Community Manager has approved the prospective purchaser as a Homeowner and a rental agreement has been executed, pursuant to the MRL, specifically *Civil Code* §798.75. Except in approved subletting circumstances, the Homeowner must occupy the mobilehome at all times when another person is living there.

K. Reasonable Accommodation Policy. Management has the affirmative obligation to operate the community in a nondiscriminatory manner as provided by state and federal law. Management must, accordingly, consider requests for reasonable accommodations from applicants and homeowners with disabilities. A disability is a physical or mental impairment which substantially limits one or more major life activities, such as caring for oneself, performing major tasks, walking, seeing, hearing, speaking, breathing, learning and working, or a record of such an impairment; or being regarded as having such an impairment. There must be an identifiable relationship, or nexus, between the requested accommodation and the individual's disability, to show that a requested accommodation is necessary. There must be a verifiable disability involved in order to qualify for a reasonable accommodation.

Requester must make a request before any modification is made, before any expense is incurred for a modification and in the case of an applicant for tenancy, before completing the purchase of a mobilehome. Expenditures made prior to completing the process of submitting a request and engaging in dialogue with Management cannot be considered in determining what a reasonable accommodation is.

Management will consider requests for reasonable accommodations as each need arises. A request for reasonable accommodation can be made by the person with the disability, a family member, or someone else acting on the individual's behalf. A request should be made orally or in writing. Please request an application for reasonable accommodation from the Community Office or to submit your own informal request. If needed, Management would provide assistance for the individual, to put this request in writing.

For example, a reasonable accommodation may include:

1. A change in the rules or policies or how we do things.
2. A change, structural modification or repair in your mobilehome.
3. A change in the way we communicate with you or give you information.
4. Altering a mobilehome or space so that it can be used by a person who uses a wheelchair.
5. Permitting a service animal.

When a request for reasonable accommodation has been received, Management will respond in a timely manner. If a request for an accessible feature(s), policy modification or other reasonable accommodation to accommodate a disability would result in a fundamental alteration in the housing, compelling Management interests or an undue financial and administrative burden, then other action would be investigated and taken to accommodate the homeowner. The determination of undue financial and administrative burden will be made on a case-by-case, involving various factors such as the cost of the reasonable accommodation, the financial resources of the Management, the benefits the accommodation would provide the requester, and the availability of alternative accommodations that would adequately meet the requester's disability-related needs.

If a requested accommodation is rejected because it is not reasonable, then Management would engage in an interactive dialogue with the requester to determine if there is an alternative accommodation that would adequately address the requester's disability-related needs. If an alternative accommodation is reasonable and meets the individual's needs, then Management would grant this accommodation.

THE COMMUNITY COOPERATES WITH ALL LAW ENFORCEMENT AGENCIES IN THE IDENTIFICATION, APPREHENSION AND PROSECUTION OF ALL PERSONS WHO USE, SELL, POSSESS, TRANSPORT OR MANUFACTURE ANY CONTROLLED SUBSTANCES AND ILLEGAL SUBSTANCES AND THINGS, AND ALL PERSONS WHO HARBOR SUCH PERSONS OR ALLOW THEM INTO THEIR HOMES OR THIS COMMUNITY. COMMUNITY WILL FURTHER COOPERATE TO THE FULLEST EXTENT OF THE LAW, WITH ALL EFFORTS TO PROSECUTE SUCH PERSONS AND SEEK THE FORFEITURE OF ALL INSTRUMENTALITIES OF SUCH CRIMES. TENANCY WILL BE TERMINATED FOR SUCH CONDUCT AS A SUBSTANTIAL ANNOYANCE TO OTHER HOMEOWNERS AND RESIDENTS.

2. USE OF SPACE

A. Use of Facilities. Homeowners, Residents, guests and caregivers have the right to use of the homesite and Community facilities only if they comply with these R&Rs and the other provisions of the Community's residency documents. The Community is open to persons of all ages.

B. Maximum Number of Occupants. The number of occupants of a mobilehome is limited to two (2) persons per bedroom plus one (1) person. A bedroom is defined as a living space that is designed for sleeping and which has its own built-in closet space, a window, and door entry into a common area of the mobilehome.

C. Commercial or Business Activity. The mobilehome and Homesite may be used only for private residential purposes, and may not be used for any business or commercial activity without prior written approval from the Community Manager. No commercial solicitation is permitted in the Community. Any business that would generate vehicular or pedestrian traffic from outside the Community, with the exception of estate and moving sales, or that would require use of the Community's trash, water, or sewer utilities is prohibited.

D. Primary or Secondary Residence. Each applicant for residency must represent to Community Management that the leased Homesite is and will be the Homeowner's primary or secondary place of residence in each year. Homeowners regularly living in the mobilehome for only part of each year must give Community Management their occupancy schedule. Except in approved subletting circumstances, the Homeowner must occupy the mobilehome at all times when another person is living there.

E. Subletting/Subleasing. Subletting/Subleasing is not permitted except as provided for in *Civil Code* §798.23.5. At no time may other persons live in the mobilehome without the full-time permanent Homeowner. The subtenant must apply for residency and meet all of the Community's requirements for establishment of a tenancy (*e.g.*, minimum income, ability to comply with the community's rules, *etc.*) for approval of a sub tenancy. Management may reject the application if the prospective subtenant fails to demonstrate the financial ability to pay the rent and charges of the community, or if Management reasonably determines that, based upon applicant's prior tenancies, he/she may not comply with the R&Rs of the Community. If the subtenant's application is accepted, the homeowner or designated legal representative, the prospective subtenant, and the Management must first sign a Subleasing Agreement whereby the Subtenant acknowledges and agrees that he/she does not have tenancy rights in the Community, nor is he/she a "Homeowner" (as defined in *Civil Code* §798.12 and §798.9) respectively, and Homeowner acknowledges continued exclusive responsibility for rent of the Homesite.

F. Proof of Current Registration. Each mobilehome owner must be able to show Management proof of current registration, and the Homeowner is responsible for maintaining compliance with all applicable state and local laws for the mobilehome and accessory buildings. Homeowner shall furnish Community Management with any changes that occur in the legal or registered ownership.

3. GUESTS

A. Guest Fees. For any guest who stays with Homeowner more than a total of twenty (20) consecutive days or a total of thirty (30) days in a calendar year (hereinafter "grace period"), Homeowner may be charged a guest fee for each month following the expiration of such grace period. The additional charge shall be due and payable on the day after the expiration of such grace period and shall thereafter be due on a monthly basis, paid in advance. No such charge will be imposed if the guest is an immediate family member of Homeowner (as set forth in Civil Code §798.35) or if the guest is sharing Homeowner's mobilehome pursuant to Civil Code §798.34 (b), (c) or (d).

B. Registration. Guests who stay with a homeowner for more than twenty consecutive days or thirty days in a calendar year are required to register with the community as additional occupants. Such persons have no rights of tenancy.

C. Conduct. Homeowner is responsible for the conduct and activity of Homeowner's guests and their compliance with the R&Rs. Homeowner must acquaint all residents, guests, and occupants of the mobilehome with the Community R&R's.

D. Use of Facilities. A guest is permitted to use the recreational facilities only while accompanied by a Homeowner. Management reserves the right to determine whether the community's recreational and other facilities can accommodate all the Homeowner and their guests; therefore, management may refuse any guest access to said facilities if the guest's presence would unreasonably detract from the use and enjoyment of these facilities by other persons who are then using the facilities.

E. Occupancy. Guest may not occupy or otherwise use Homeowner's mobilehome in the absence of the Homeowner without community's prior written consent.

4. CONDUCT

A. Actions Prohibited. Actions by any person of any nature which may be dangerous, injurious, a nuisance, breach of quiet enjoyment, disturbing, annoying, offensive to the senses of other Residents, tortuous, damaging, illegal (a violation of any law, ordinance, regulation or statute), or which may create a health and safety risk or unreasonable interference with the rights and privileges of others in the Community are prohibited. This includes, but is not limited to, any unusual, disturbing or excessive noise, intoxication, arguing, quarrelling, threatening, fighting, or illegal conduct, illegal activity, dangerous, negligent, rude, or boisterous conduct or condition that is objectionable or abusive in language or conduct to other homeowners, residents or Management of the Community.

B. Weapon Use. The use, display or brandishing of any weapon, including, but not limited to, a bow and arrow, BB/pellet/dart/paint guns, slingshots, martial arts weapons, rifles or other long guns, hand guns, knives, fireworks, flares, or other deadly weapons are prohibited. Physical violence or threats are agreed to constitute a substantial annoyance.

C. Disturbances. Radios, televisions, record players, musical instruments, and other devices must be used in a manner so as not to disturb others. The design of mobilehomes may resonate or amplify stereo reproduction and sound so as to disturb and annoy other Homeowners, especially sound in the bass range, therefore, it is suggested that you keep this in mind when playing these devices. "Ham" or "CB" radios or other radio transmitters which cause interference to telephone, television or radio reception may not be operated in the Community.

D. Toys, Ball Playing. Electric and gas toy cars and vehicles, hard balls and objects such as baseballs, softballs, soccer balls, volley balls, footballs, boomerang-type products or hard ball throwing of any kind (including all hard projectiles, flying toys, or objects of any kind, design or purpose) are prohibited within the Community, including on the home site. The Community's streets shall not be used for the playing of the games. Homeowners may install inflatable play equipment, aka bouncers, on their homesite for one day parties with management approval.

E. Use of Sheds. At no time may any type of storage or other shed be occupied or used as a home, and no individual is allowed to sleep in or inhabit a storage or other shed.

F. Outside Storage. Wheels, hitches and other items permitted by law are the only things that may be stored under the mobilehome. Only outdoor furnishings, manufactured barbecues, and bicycles, children's toys and potting materials kept in an orderly manner may be placed or stored on the patio, porch, yard, or other portions of the homesite. Storage of any other items behind or on the outside of the mobilehome, including on top of any shed, is prohibited; this includes, but is not limited to, storage of boxes, trunks, wood, pipe, bottle, garden tools (except hoses), mops, ladders, paint cans, or

any item that is unsightly in appearance. No towels, rugs, wearing apparel or laundry of any description may be hung outside the mobilehome.

G. Property / Debris Removal from Homesite, Charges: If Management determines that the removal of personal property from the Homesite is necessary to bring it into compliance with the R&R's or applicable law (Title 25), Management may remove the property to a reasonably secure storage facility. Management will provide written notice of at least fourteen (14) days of intent to remove the personal property. Homeowner is responsible for reimbursing Management for the actual, reasonable costs, if any, of removing and storing the property. Within seven (7) days from the date the property is removed to a storage area, shall provide written notice that includes an inventory of the property removed, the location where the property may be claimed, and notice that the cost of removal and storage shall be paid by Homeowner. If, within 60 days, Homeowner does not claim the property, the property shall be deemed to be abandoned, and Management may dispose of the property in any manner.

H. Trespassing on Homeowner Spaces. Homeowners, residents, and their guests shall not encroach or trespass on any other Homeowner's homesite or any area which is not open for general use to all homeowners, residents, and guests.

I. Sleeping in Vehicles. At no time may any type of vehicle be used as a home, and no individual is allowed to sleep in any vehicle including RV's, anywhere on Community property.

J. Tampering with Community Property, Damage to Community Property. All Community property which is not for the use of homeowners, 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 Management, shall not be used, tested, examined, opened, adjusted, inspected, tampered with or interfered with in any way by homeowner for safety reasons. Homeowner shall reimburse Community for any damage caused to Community property by homeowner, resident, or homeowner's guest.

K. Soliciting. Throw-aways, newspapers, distribution of handbills and door-to-door selling for the purpose of solicitation or commercial solicitation is prohibited to the extent permitted by the MRL as it may be amended from time to time. All salespeople must make individual appointments with the Homeowner.

L. Community Yard Sales. Up to four (4) community yard sales may be held each year subject to the Community Owner's approval.

M. No Fires Permitted - With the exception of barbeques approved for use by the Community Manager, or fireplaces and other appliances installed in Homeowner's mobilehome, no fires are permitted on the homesite or in any other area of the Community.

N. Acts Not Tolerated - The violation by a homeowner or resident of any law, ordinance, regulation or governmental directives or orders of the city, county, state, or federal government, including but not limited to, the MRL and Title 25 of the California Code of Regulations will not be tolerated. No action or behavior on the part of a Homeowner or Resident, which would place the Community in violation of any law, regulation or ordinance, is permitted.

O. Drug Free Zone - Zero Tolerance: Management shall vigorously cooperate with all law enforcement agencies to prevent and stop any illegal use, sale, manufacture, distribution, transportation or possession of controlled substances (commonly known as "drugs"). Such cooperation with law enforcement will include all possible efforts to cause the forfeiture of the home as an instrumentality of the illegal use where possible. Illegal use, possession, manufacture, distribution, transport or sale of drugs in or about the Community is prohibited. In the event that substantial evidence of any such illegal activity is revealed to the Management of the Community, legal action, consultation with law enforcement agencies and other appropriate action may be sought. The Community will act as prosecuting witness and seek maximum legal penalties for any and all perpetrators, accomplices, co-conspirators, aiders and abettors, or accessories after-the-fact to any such criminal activity. In this regard, by execution of these R&R's, Homeowners and all family members hereby waive any privacy right in respect to any communication and warning to other Homeowners and their children as to any substantial evidence revealed to the Community as to the existence of any illegal activity in regard to controlled substances, drugs or other narcotic on the part of the Homeowner, their families, guest(s), caregivers, or other resident.

P. Marijuana. Due to health risks to people and animals from the ingestion of marijuana and the risk of violence arising from theft of marijuana plants, be advised as follows:

(1) No cultivation, growing, or keeping of any marijuana plants outside the walls of the mobilehome structure is permitted (including screened or other patios, under awnings, driveways, inside sheds, pots or other vessels). Violation of this rule may be enforced by 14 day notice of removal and/or premises maintenance including discarding of offending plants including containers; and

(2) No use of marijuana, inclusive of smoking or ingesting in any form, is permitted in the common areas of the community; and

(3) Any use of marijuana in the vicinity of a minor shall be reported to law enforcement for prosecution of applicable crimes and violations of law set forth in the California Penal Code, Welfare and Institutions Code, Health and Safety Code, including reckless endangerment, contributing to the delinquency of a minor and other applicable law; and

Notwithstanding the foregoing, the Community reserves the right to modify or interpret this rule in accord with legal developments, including *James v. Costa Mesa*, holding that marijuana is not a reasonable accommodation of a disability under federal law.

5. MOBILEHOME STANDARDS

A. Condition. The Community requires that the mobilehome and all accessory equipment and structures be maintained in good and safe condition and conform to the standards of the Community as recited herein.

B. Accessory Changes or Additions.

(1) Prior to commencing a change in accessory equipment and structures or a change in any appliance which is to be connected to the gas, electric or water supply, Homeowner shall submit for Community Management's approval a written plan describing in detail the accessory equipment and structures that Homeowner proposes to change. The plan shall include a drawing that shows the dimensions of the mobilehome, placement of the mobilehome on the homesite, and proposed placement of accessory equipment in relation to lot lines and all other structures.

(2) Only accessory equipment and structures that are prefabricated or otherwise manufactured may be installed on the homesite. No "homemade" structure is permitted, but accessory equipment and structures that are constructed to contractor standards may be permitted with prior written approval of Community Management

(3) It is Homeowner's responsibility to determine the requirements for permits, licenses, and inspections. Building permits or licenses that are required by law or regulation to perform any installation or modification to Homeowner's mobilehome, accessory equipment, or structure must be secured prior to any installation or construction of said installation or modification. More information is available at www.hcd.ca.gov.

C. Standards for Incoming Mobilehomes and for New Construction and Installation of Accessory Equipment and Structures.

(1) New Mobilehomes. The Homeowner must obtain prior written approval from Management before any mobilehome is transported to the Community. Community must approve a written plot plan as part of an application for installation of the mobilehome. Once the mobilehome is transported to the Community, it must be inspected by Management before it may be installed on site to ensure that it matches the plot plan and is in compliance with all applicable government regulations. All accessory structures (porches, awnings, skirting, sheds, etc.) shall be pre-approved by Management and installed within 60 days of installation of the mobilehome. Any deviations must be approved by Community Management. Any temporary steps provided by the mobilehome dealer must be removed from the homesite no later than sixty (60) days from the date the mobilehome is moved into the Community.

(2) Siding. All mobilehomes must have exterior siding that is vertical exterior hard board, horizontal siding, hardie board, Alcan siding, or wood siding which is painted or stained to meet Community standards. All colors must be approved by Community Management.

(3) Carports. Homeowner is required to install a carport that extends in length from the front to the rear of the mobilehome and in width from the mobilehome to the opposite edge of the driveway. [If Homeowner wishes to build a free-standing garage, the design and construction of such garage must be approved by Community Management. Any enclosed garage must have approved building and roof materials. A fire wall must be installed on the driveway side of the manufactured home prior to construction of the garage.]

(4) Awnings. Awnings are required on all mobilehomes. Any patio must be covered by an awning that is at least as large as the patio. All textured materials and color must coordinate with the mobilehome. All awnings must be painted or be of anodized aluminum or steel and must be of an approved manufactured type.

(5) Porches and patios. Porches and patios are required and must be constructed under permit and meet the appropriate governmental building codes. Unless made of masonry, surfaces of porches and steps must be covered with outdoor carpet or other approved material. All steps must be sidefaced to match the mobilehome's exterior color. Steps must have approved handrails.

(6) Skirting. Skirting is required around the entire perimeter of the mobilehome. Skirting must match or compliment the exterior material on the mobilehome.

(7) Facias and flashing. All mobilehomes shall have facias (unitizing) that blend with the roofing and siding materials and shall tie into the awnings in such a manner as to eliminate a line of demarcation between the mobilehome and the awnings. This fascia shall be installed completely around the perimeter of the mobilehome.

(8) Roofing. All new or replacement roofs on all structures, including storage sheds, must be composition asphalt shingles, simulated tile or fire-rated wood shingles. All colors must be approved by Community Management.

(9) Rain Gutters. All mobilehomes must be fitted with rain gutters and down spouts that extend to the ground and drain water to the street.

(10) Sunshades, Windscreens and Privacy Screens. Roll-up, aluminum wind screens or privacy enclosures are permitted on the homesite with prior written approval of Community Management; however, temporary roll-up type sunshades (such as plastic, canvas, cloth, bamboo or matchstick blinds) are not allowed.

(11) Storage Sheds. Homeowner may install up to two (2) storage sheds or buildings, which shall not exceed a combined floor area of one hundred and twenty (120) square feet, or the amount specified in Title 25, and shall not exceed ten (10) feet in height or the height of the carport awning. The type and proposed location of storage buildings must be approved by Management. Unless otherwise approved by Management, all storage sheds must be of the same material as the mobilehome and must be painted to match the mobilehome exterior. If electricity is made available in the shed, it must be installed pursuant to a permit.

(12) Fences/Walls. Before installation the Homeowner must obtain written permission from Community Management for either a fence or wall regarding location, materials used, and height. Fences may not exceed five feet (5') in height and may not extend beyond the front of the home. It is preferred that all new fences be of vinyl material. However, other materials permitted are wrought iron, wood, and coated aluminum. All fencing must be maintained in good condition. No chain link or wire fencing is permitted on homeowner's homesite. Fences cannot block access to the utility risers/electric pedestal. All fence and wall installations must be within the lot lines.

(13) Window air conditioners are permitted with the prior approval of Management. No window air conditioner may be installed in the front windows. Installation of a central air-conditioning system, a split air-conditioning system or an evaporative cooler is subject to prior written approval from Community Management.

(14) Antennas. Homeowners may install antennas for television reception. Community Management may enforce reasonable safety requirements in order to protect the Community and other Homeowners. Safety requirements include the following: no such antenna may be attached to or too close to permanent structures such as utility lines or other mobilehomes, buildings or lot lines. Further, antennas shall be bolted down in such a manner to prevent them from falling over. In order to maintain community standards. Antennas may not reach a point higher than twelve (12) feet above the roofline. The installation and location of Ham antennas must be approved in writing by Management prior to installation. A HAM antenna must be removed when the Homeowner operator moves from the Community or it is no longer in use.

(15) Satellite Dishes. A satellite dish of up to one meter (39 inches) in diameter designed to receive television or internet signals may be affixed to a Homeowner's mobilehome. A satellite dish should be placed in the least visible location from the street provided it does not impair its installation, maintenance or use. It is recommended that Homeowners seek prior written assurance from Management that an antenna or dish installation complies with this rule.

(16) Flagpoles. No permanent flagpoles are permitted. Only small ones four feet (4') or less in length and that are designed to be mounted on the front of the mobilehome and easily removable for storage are allowed.

(17) Exterior Lighting/Motion Sensors. Any exterior lighting must be placed so as not to be objectionable to neighbors and not to constitute a traffic hazard. Motion sensor lights must be set so that cars or people walking in the street do not activate them. The lights must be directed to minimize the bright light at a neighbor's homesite. Only UAL approved holiday lights shall be used on the outside of the mobilehome. Holiday lighting should be removed within two weeks after the holiday.

(18) Owner Permission Not Quality Assurance. It is Homeowner's responsibility to ensure permits or approvals required by the State, City, County or Community are completed in accordance with all applicable laws, codes or standards. Any inspections completed by Community are for Community's purposes only, and Homeowner is not entitled to rely on that inspection or approval to insure that the item has been installed or constructed correctly. Homeowner agrees to indemnify and hold Owner harmless for any work which is improperly done, and/or not in compliance with State, City, County or Community's, laws, codes or standards, such indemnity to include the Community's reasonable attorney's fees related to necessary legal proceedings.

6. GENERAL MAINTENANCE

(1) Maintenance and Appearance of Homesite. Homeowner shall at all times maintain Homeowner's mobilehome and homesite in a clean and sanitary condition, and shall cause all rubbish and other debris to be removed from the homesite on a regular basis. Homeowner is financially responsible to maintain, repair and replace (as necessary) their mobilehome and all accessory equipment and structures, and Homeowner must keep these items in good condition and repair at all times. Homeowner's obligation applies, without limitation, to the mobilehome, all accessory equipment and structures, walkways, patios, trees and plants and any utility connecting lines from the meter or utility pedestal to the mobilehome. Homeowners shall keep the street area in front of their homesite free from debris from the homesite.

(2) Mobilehome Exterior Maintenance. The exterior of the mobilehome, accessory structures and equipment must be properly maintained. Proper maintenance shall include, but not be limited to washing, waxing (if applicable), and/or painting as needed (whenever the paint begins to peel, flake, chip, or deteriorate). Exterior repainting of original pale pastel colors, white, or earth tones is permitted. When changing exterior color scheme, colors must be selected from pale pastel colors, white and earth tones. Homeowner must submit color chips to Management for pre-approval before painting. If Management is not certain that a color or colors would be acceptable, Homeowner may be required to paint a small area (4' x 5') on their mobilehome exterior before the color(s) is/are approved or denied. Spray painting is allowed, but Homeowner is responsible for ensuring their painting contractor is properly licensed and insured; the terms of their liability insurance must be approved Management. Homeowner shall instruct painting contractor to protect neighboring property from over spraying.

(3) Windows and Window Coverings. Broken windows must be replaced immediately. Broken and otherwise unsightly window coverings which are visible to others and detract from the overall appearance of the Community, are not permitted.

(4) Concrete. All concrete, other than a concrete driveway, is the responsibility of the Homeowner and must be kept in good condition.

(5) Driveways. Homeowner shall keep the driveway clean and free of oil, all corrosive chemicals, and other staining substances. Homeowners are responsible for all drainage, maintenance, repair, and replacement of a driveway not installed by the Community. Community Management shall be solely responsible for the maintenance, repair, replacement, and any other expense related to the maintenance of driveways installed by the Community. Painting or staining of driveways is permitted with written approval of Management. Colors must be subtle. If Management has to remove any part of a driveway, Homeowner is solely responsible for restoring existing driveway color to the newly laid concrete, or completely remove all painted or stained surfaces.

(6) Damage. If any portion of the exterior of the mobilehome or its accessory equipment, structures, or appliances or the homesite is damaged, the damage must be repair or replaced within thirty (30) days. This includes, but is not limited to, damage to the siding, awning supports, downspouts, skirting, porch or storage shed. If Homeowner's mobilehome has not been repaired, reconstructed, or restored within a reasonable time, then Homeowner shall remove the mobilehome from the Community at Homeowner's expense. Upon such removal, Homeowner shall continue to be

bound to perform all of Homeowner's obligations under the rental agreement, unless Homeowner has given Community Management sixty (60) days' written notice that Homeowner is vacating the tenancy.

(7) Trash. Any trash stored outside the home must be in a covered container and kept in the rear of the driveway prior to disposal. The cans may be placed at curbside no earlier than 4:00 p.m. on the day before the trash is collected. If a Homeowner will be away on day of collection, he/she must make arrangements with a friend or neighbor to put out their trash containers at the appropriate time. Empty containers and trash cans are to be returned to their normal storage place shortly after pickup. When a Homeowner expects larger-than-normal amounts of trash and/or household items for collection, Homeowner must call the trash company to arrange for a special pick up or dumpster.

(8) Health and Safety/Hazardous Substances. Anything which creates a threat to health and safety is prohibited. No hazardous materials may be stored on the homesite other than ones customarily used for normal household purposes and then only in quantities necessary for household purposes. Homeowner may not allow any environmentally hazardous substances to be disposed of anywhere in the Community, including but not limited to trash cans, surface areas, or the sewage disposal or storm drain systems. Homeowners should contact the local waste collection utility for disposal of hazardous chemicals and materials. PROPOSITION 65 WARNING. Homeowner should be advised that the Community is not a smoke free area. In addition, there are other chemicals that exist on the property. The common areas in and around the Community may contain at least one of the following chemicals known to the State of California to cause cancer, birth defects and/or reproductive toxicity and for which warnings are now required. These chemicals include, but are not limited to: tobacco, smoke, lead and lead components, asbestos, carbon monoxide and gasoline components. To obtain general information on the Proposition 65 list of chemicals, you may contact OEHHA at (916) 445-6900, or visit <http://www.oehha.ca.gov/prop65.html>.

(9) Accessibility to Utilities. The utility pedestal area (electric, gas, water and sewer hookups) must be easily accessible at all times, with a minimum clearance of twenty-four (24) inches on three sides (not to include the mobilehome side). The pedestal may be covered so long as the meters are easily readable and the enclosure is easily removable. All gas, electric, water, and sewer connections up to and including the applicable meters, and other tools and equipment connected with utility services in the Community must be avoided and not tampered or interfered with except by authorized personnel approved by Management or the applicable utility company. If utilities are enclosed and it becomes necessary to remove the enclosure in order to make a necessary repair, any replacement of the enclosure will be entirely at Homeowner's expense. Homeowner is responsible for all accessories, equipment and utilities on their side of the space utility meters.

(10) Drainage of Space. Community Management is responsible for proper drainage of the Homesite, including underneath the mobilehome except where the original drainage pattern has been altered by the homeowner, or where the problem arises as a result of homeowner's irrigation system, water leakage from homeowner's pipes, hoses or faucets, or installation of plastic beneath rocked areas.

(11) Homeowner is responsible for maintaining sufficient piers under and supporting the mobilehome to maintain it in level condition. The Homesite may slope in areas or sections which may require adjustment from time to time. Readjustment of the piers beneath the mobilehome and any re-leveling, if required, is Homeowner's responsibility. Homeowner shall avoid pooling or accumulation of water and moisture under the mobilehome. Homeowner shall keep skirting above grade to promote ventilation under the mobilehome in all locations. A vapor barrier (attached to the underside of the mobilehome) to protect from ambient moisture and humidity is Homeowner's responsibility.

(12) Mail Boxes. The Community will provide and maintain all mailboxes. If a Homeowner wants to paint or decorate the mailbox at their Homesite, the decor must first be approved by Management and then be maintained by the Homeowner from that point forward. Failure to get Management approval of the decor, or failure to maintain the decor can result in Management's replacement of the mailbox to the typical plain standard style. A mailbox may not be replaced by a Homeowner without the express permission of Management.

(13) Discovery of Condition Requiring Repair. Any Homeowner who discovers any condition in the Community requiring repair should bring the condition to the attention of the Community Management.

(14) Prior to listing for sale a mobilehome that is to remain in the Community, Homeowner shall inform Community Management of his/her intent to sell and shall furnish information regarding the selling agent. Management may perform an inspection of the exterior of the mobilehome and homesite so that needed repairs or maintenance may be noted and said repairs completed prior to escrow, unless otherwise arranged between buyer, seller, and Management. Management may cite only those repairs needed to meet the requirements of the community R&R's, and of *Civil Code*

§798.73.5, which specifically limits repairs and improvements to those which can be required during any other time of a residency.

7. LANDSCAPING

A. Installation and Changes. Landscaping of unlandscaped homesites or changes to existing landscaping shall be completed within ninety (90) days of the date Homeowner signs the Community's rental agreement and occupies the mobilehome. Prior to commencing any landscaping, including changes to existing landscaping, Homeowner shall submit a written plan to Management for review and approval. All changes made by Homeowner already residing in the Community must be completed within sixty (60) days of approval. Any landscaping that has been installed by Homeowner without Community Management approval and/or in violation of these Rules and Regulations must be removed by Homeowner within ten (10) days of written notice. Homeowner is cautioned that there are homesites within the Community that may have landscaping that no longer conforms to present Community standards and regulations. Homeowner may therefore not assume their plans will be approved because the plans match other existing landscaping.

B. Landscaping Standards. The following general landscaping standards are provided only to assist Homeowners in their preliminary planning:

(1) Only live plants may be used, except that artificial grass may be used. Evergreen grasses, ground covers, flowers and small shrubs are generally acceptable. Artificial grass is allowed subject to Management approval.

(2) Artificial flowers are allowed so long as they are maintained in a natural-looking condition. Artificial grass is permitted. Indoor-outdoor carpet that was supposed to resemble grass is not permitted. Community Management reserves the right to make a judgment call on the quality of the artificial grass that a homeowner may wish to install.

(3) Yard areas must be planted or be covered by redwood bark, wood chips or decorative rock, no larger than 1¾ inches, with an underlining of weed block netting or some other current means of weed control.

(4) Written authorization must be obtained from Community Management before planting any tree on a homesite and a Homeowner Acknowledgment Form must be signed where Homeowner acknowledges his/her responsibility to maintain that tree from then on. Guidelines for tree selection for planting are: (a) Trees should be ones that do not exceed fifteen (15) feet in height at maturity and will not encroach on a neighbor's property; and (b) it must not have invasive roots. Community Management may provide a list of acceptable trees.

(5) Small vegetable or fruit gardens not to exceed one hundred (100) square feet are permissible in the rear of the homesite. Homeowner must contact Community Management to determine whether the vegetables or plants they intend to plant are permissible because several varieties of plants that may infringe on a neighbor's property, or are unsightly, are prohibited.

(6) The existing drainage pattern and grading of the homesite may not be changed with Community Management's consent. Homeowner is responsible for insuring that water drains away from Homeowner's mobilehome into the street and not onto other homesites or common areas.

(7) Before digging or driving rods or stakes into the ground, Homeowner must have Community Management's consent and call the individual utility companies or Dig Alert to locate the underground utility lines or cables in order to avoid damage to underground utilities. Community Management will have a list of the numbers to call. Homeowner shall bear the cost of repairs to any utilities or Community property damaged by homeowner, resident, or their guest and shall pay for the repairs within ten (10) days of notification of cost of repair.

(8) When vacating a lot, Homeowner may, with the Management's prior consent and at Homeowner's own expense, remove all landscaping planted by Homeowner, provided Homeowner repairs all damage to property caused by removal and leaves the lot in similar condition and grade prior to landscaping. If landscaping is not removed, all plantings and/or other improvements put into or attached to the ground become part of the Homesite and will be the property of the next Homeowner of the Homesite and may not be removed without Management's permission.

C. Landscaping Maintenance. Landscaping must be maintained in a neat, clean, attractive and well-kept fashion. When vacationing or absent for any other reason, it is the responsibility of the Homeowner to arrange for someone to water and otherwise maintain the homesite, pursuant to the Rules & Regulations.

(1) Lawns must be regularly mowed.

(2) Homesite shall be kept free of weeds and debris at all times.

(3) All decorative rock must be kept clean and additional bark, chips and/or rock must be added as necessary to insure that there is sufficient material at all times to adequately cover the area.

(4) Trees, shrubs and other landscaping must be kept trimmed in a manner that maintains an attractive shape and prevents the plants from blocking a neighbor's view (determined at management's sole discretion) or from encroaching on a neighbor's property.

(5) If a Homeowner wishes to remove a tree on their Homesite, Community Management's prior written approval must be obtained.

(6) If a Homeowner feels that a tree on his/her property poses a specific health or safety hazard, and Community Management agrees that such a hazard exists, Community Management shall take action to eliminate the hazard at its own expense. In the event of a dispute over whether a tree poses a health or safety hazard, either party may request an inspection by the Department of Housing and Community Development or local agency empowered to settle such disputes, and said agency's decision shall be final. Trees on a homesite that do not pose a specific health or safety hazard are Homeowner's sole responsibility for care and regular maintenance.

(7) Homeowners failing to maintain their Homesite after being given a Fourteen (14) Day Notice to do so may be charged a reasonable fee to have the necessary work performed as directed by Community Management. The Fourteen (14) Day Notice will state the specific condition to be corrected and an estimate of the charges to be imposed if the services are performed by Management or an agent or contractor. 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 Management.

8. VEHICLES

A. Laws/Safety. For the safety of Homeowners, residents, and guests, no vehicle may be driven in an unsafe manner. All posted traffic signs must be obeyed. All drivers operating a motor vehicle in the Community must drive safely and slowly. All vehicles operated in the Community must be registered and licensed for street usage (except those noted in "E" below).

B. Minor Repairs/Car Washing. Only minor maintenance and repairs such as checking and adding fluids, windshield wiper and light bulb replacements, may be done on a Homeowner's driveway. This includes and is limited to those operations that can be done in one day, will not result in excessive noise, or use of special equipment such as motor or transmission removal equipment. Changing lubricants (i.e., oil, etc.), major repairs, and body work are not permitted at any time. Unless otherwise prohibited by the City of Montclair, local Water District, or other governing authority, vehicles may be washed only in Homeowner's driveway or in the area designated for car washing. They may not be washed or repaired in the street.

C. License/Condition/Appearance. Vehicles are not permitted in the Community if they are not regularly maintained in normal operating condition or are not neat and clean in appearance. No vehicle leaking oil or other fluids is allowed in the Community. Any vehicle dripping oil or gasoline must be repaired immediately. Excessively noisy vehicles are not permitted. Junk filled and/or unsightly vehicles and unlicensed vehicles may not be parked anywhere in the Community. All vehicles operated within the Community must be currently registered and licensed for street usage. All drivers must be properly licensed. Any vehicle not meeting these standards may be removed from the Community by Management at Homeowner expense in accordance with the Mobilehome Residency Law. In the event that the vehicle poses a danger to others, no notice is required prior to removal by the Management. If it is returned to the driveway or designated parking space in violation of this rule, the vehicle may be removed without further notice.

D. Golf Carts, Motorized Vehicles, Skateboarding, Roller Skating. Golf carts or any other 3, or 4-wheeled motorized vehicle (except wheelchairs) must be approved by Community Management and must be operated in such a

manner as not to disturb other Homeowners and Residents. Roller skates, roller blades, skateboards, Razors, non-motorized scooters, and/or off-road vehicles are not permitted to be ridden in the Community, nor is any other vehicle which is noisy and would disturb Homeowners. Persons operating a golf cart in the community must have a valid driver's license, and be a Homeowner or Resident of the Community. Vehicles that require a license to be operated on public streets may not be operated or steered in the Community by any person unless they have a valid driver's license.

E. Bicycles, Motorized Scooters. Bicycles and motorized scooters may be ridden only on the roadways. If driven at dusk or at night, bicycles must be equipped with a light on the front and a reflector in the rear.

F. Vehicle Noise. Any vehicle that creates enough noise to disturb neighbors between the hours of 10:00 pm and 7:00 am daily may be banned from the Community upon receipt of written complaint by a Homeowner. This includes diesel trucks, commercial vehicles or any other vehicle, except emergency response vehicles.

G. Right of Way. Although walkers, bicyclists, motorized wheelchairs, and golf carts have the right-of-way, they are expected to keep to the side of the road. Drivers need to be extremely cautious when driving and especially cautious when backing out of a driveway.

H. Liability. The Community is not liable for any damages to vehicles parked on Community premises including damages due to collision, malicious mischief, theft, vandalism or any cause whatsoever related to vehicles.

K. Selling Vehicles. No vehicles may be parked on Community property for the purpose of selling them.

9. PARKING

A. At Homesites. Vehicles parked at Homeowner's homesite may be parked only on the driveway and not on the landscaped or other areas of the homesite. No part of a vehicle may extend out into the street. Parking is not permitted on vacant homesites. Recreational and commercial vehicles, addressed in Rule 10 below, are not allowed to park at the homesite. All vehicles parked at the homesite must be in operating condition and currently registered.

No vehicle is permitted to be in the Community or parked on a mobilehome driveway or designated parking space if it is not maintained in normal operating condition, neat and clean in appearance, in compliance with all Vehicle Code equipment requirements, bears current registration, not containing unsightly loads that are visible to other persons and not "stored" (defined as parked for more than one month without being driven).

B. Street Parking. There is no parking allowed on the street at any time. Any vehicle not in compliance will be subject to immediate towing at the vehicle owner's expense. The following exceptions are for short-term temporary street parking:

(1) A Homeowner may park on the street in front of their home to load and unload their vehicle. The Homeowner shall turn on their flashing hazard lights while doing this and should not remain on the street for more than twenty (20) minutes. Recreational vehicles may also temporarily park on the streets as covered in Rule 10.B.

(2) Service vehicles may be parked on the street in front of the mobilehome that is receiving service, provided that the service person is readily available to move the vehicle in the event of an emergency. The Homeowner must notify Management if the service vehicle is unmarked to avoid the risk of towing.

C. Guest Parking. Only guests, not residents, may park in guest parking subject to the exceptions below. Community Management may use decals and parking permits to help enforce these policies. The Community Manager will provide the written policy for decals and permits upon request.

(1) Homeowner or resident vehicles are allowed in guest parking areas after 9 p.m. and until 8 a.m. At all other hours a homeowner or resident vehicle is subject to immediate towing at the vehicle owner's expense.

(2) Residents may use guest parking when attending a function at the clubhouse. Those who abuse this by leaving one or more of their vehicles in guest parking throughout much of the day or for several evenings will receive a warning and subsequently be subject to towing.

D. Reserved Parking. A limited number of spaces adjacent to guest parking are paid, reserved parking. Any Homeowner may reserve these on a first-come, first-served basis. Use of reserved parking is under the control of the

Homeowner that pays for the space. They or their guests may use the space, although guests are subject to any existing permit policies. The Homeowner is authorized to have unauthorized vehicles towed from their reserved space at any time. Please contact the Community Manager if you are interested in reserved parking.

10. RECREATIONAL AND COMMERCIAL VEHICLES

A. RV Storage Area. Recreational vehicles (RV's) and commercial vehicles, including campers, camper shells, motor homes, dune buggies, trailers, buses, trucks over one ton, and boats, may only be parked in the RV parking lot. As space is available, Homeowner must apply and enter into an agreement with Management to park there, must pay the fee in effect, and must provide Management with proof of registration and current insurance or any documentation reasonably requested. The vehicle being stored in the lot must have a valid registration, if required for that particular sort of vehicle. Management will not be responsible for loss or damage due to fire, theft, storm, vandalism or any other cause.

B. Loading and Unloading. RV's or trailers may be parked in the driveway or on the street, on the day of departure or the day of return from a trip up until midnight for the purpose of loading, unloading or cleaning the inside of the vehicle.

11. Signs. All exterior signs and advertising flags are prohibited except as stated below:

A. Sale of Home. Homeowner may display one sign on his/her homesite advertising the sale of the mobilehome during the period of time that the mobilehome is being offered for sale. The "For Sale" sign must meet the regulations of *Civil Code* §798.70 which states that the sign may not exceed 24" wide by 36" high; shall be secured neatly in a window facing the street, or posted on the side of the mobilehome facing the street; or placed in front of the mobilehome perpendicular to the street. A sign posted in front of a mobilehome may be of an H-frame or A-frame design and may not extend outward to the street. Handwritten signs are permitted. Once escrow has closed on the sale, the "For Sale" sign must be removed. "Open House" and Estate Sale signs are permitted only between the hours of 8:00 a.m. and 5:00 p.m. on the days a representative is on site.

B. Political Signs. A political campaign sign relating to a candidate for election to public office or to the initiative, referendum, or recall process as described in *Civil Code* §798.51 (e), which states the sign may be in the window or on the side of a mobilehome, or within the homesite. 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 ninety (90) days prior to an election to fifteen (15) days following the election, unless a local ordinance is more restrictive.

12. COMMON AREA FACILITIES

A. Use. Community facilities are designed primarily for the enjoyment of the Homeowners and residents. Homeowners may reserve and homeowners and residents may use common facilities upon coordination and scheduling with Management. Scheduled community activities have priority. Use of the facilities shall be in accordance with the hours and rules posted at the facilities themselves, in addition to the R&Rs contained herein. The facilities may be closed from time to time for cleaning and repairs. Homeowner's may not rent out any Community facility. Under no circumstances may any Homeowner or resident invite, solicit or allow the entry of members of the general public into the common areas. The facilities are for the use of the homeowners and residents as their private place of recreation and enjoyment, and not provided for public use. Any activity in violation of this rule shall result in disapproval for such activity.

B. Inviting Public Officials and Others. Any Homeowner may invite public officials, candidates for public office, or representatives of mobilehome owner organizations to meet with homeowners and residents and speak about matters of public interest. The homeowner elected Homeowners' Board may invite commercial, health, or non-profit representatives to give a seminar of general interest to Homeowners.

C. Attire. Homeowners, residents and guests must be dressed in normal street attire at all times in the clubhouse and other Community buildings. Footwear must be worn in all Community buildings and to and from the pool area. Persons in swimming suits or trunks will not be allowed in the clubhouse except when going to and from the restroom from the pool area, or to the office to report a problem.

D. Alcoholic Beverages. No drinking of alcoholic beverages is allowed in or around the main clubhouse including the swimming pool and spa areas except at insured private parties, or as otherwise approved by Management.

E. Smoking. Smoking is prohibited in the clubhouse and other enclosed common areas. Smoking is prohibited within 20 feet of an entrance or exit to the clubhouse

F. Card Games and Bingo. Card games and bingo are allowed only with written approval of Community Management and in compliance with applicable law.

G. Loud Noise. Screaming, running, horseplay and loud noises are not allowed in the common area facilities. Loud music is not allowed at any time, except within reason at private parties. Loud music must be turned down on request of Community Management.

H. Removal of Items from Facilities. No article of any kind is to be removed from any of the common areas unless approved by Management.

I. Private Parties. A private party reservation must be made by a Homeowner a minimum of ten (10) days prior to the event. There will be no charge for the use of the clubhouse. However, Homeowner must post the required cleaning deposit in the form of a check, must provide proof of current homeowner's insurance, must provide proof of insurance if alcohol will be consumed, state the number of persons expected to attend, what facility is expected to be used, the type of gathering (social, recreational, etc.), when the event will start, and when it will end. Hours of use must be within the hours posted at the facility. Homeowner will be required to pay for any additional cleaning that may be necessary after the function or for any damage that may occur as a result of that function. Any damage or cleanup cost will be deducted from the deposit. Those scheduling the function will be responsible for normal cleanup immediately after the event or party. The kitchen shall be cleaned. All dishes and utensils shall be washed and put away, floors shall be vacuumed and trash bags tied and placed in the enclosed outside storage area between the clubhouse and the pool. Furniture shall be left as it was found. All such functions must be carried out in full compliance with these R&Rs and the other residency documents of the Community. Community Management reserves the right to refuse a private party function if our parking areas and/or facilities are not sufficient to accommodate the size or type of party/function or if the Homeowner is not in compliance with the community R&Rs. Commercial use by a homeowner is prohibited unless approved by Community Management and the Homeowners' Board and restricted to attendance by Homeowners, residents, and invited guests; not the general public. During such a scheduled event or party, the remainder of the clubhouse facilities must remain available to the other homeowners, residents, and their guests. Said functions must not conflict with Community planned activities. Only Homeowners may reserve the clubhouse for private functions.

J. Parking Limitations, Maximum Occupancy. Any homeowner, organization or group of homeowners using the clubhouse must adhere to the limitations or restrictions regarding vehicle parking and maximum occupancy for the clubhouse. This information is posted in the facility and may also be obtained from the Community Manager. When the maximum allowable occupancy of the common area facilities, including the pool and spa, is exceeded access priority is given to homeowners and other residents before guests. If there is capacity for guests, Community Management may limit Homeowners to two (2) guests.

K. Restrooms. The clubhouse restrooms and shower are provided for the exclusive use of Homeowners, residents and their accompanied guests. These facilities are available for showering before and/or after using the swimming pool or spa, or as a rest room for persons using the laundry room, pool area or clubhouse. At all other times, Homeowner is to use the restrooms in Homeowner mobilehome.

13. SWIMMING POOL AND SPA RULES

A. Safety. THERE IS NO LIFEGUARD AT THE POOL. THE POOL IS NOT SUPERVISED BY THE MANAGEMENT, AND NO COMMUNITY PERSONNEL HAVE ANY TRAINING OR PROFICIENCY IN LIFE-GUARDING, RESCUE OR MEDICAL TREATMENT AND OWNER STRONGLY RECOMMENDS THAT HOMEOWNERS, RESIDENTS, AND GUESTS WITH A GUEST PASS DO NOT SWIM ALONE!! PERSONS USING THE POOL MUST DO SO AT THEIR OWN RISK. The pool and spa are for the exclusive use of the homeowners, residents, and guests in accordance with the following restrictions:

B. Posted Rules. Hours and additional rules for use of these facilities are posted and are incorporated herein by reference.

C. Rules Violations. Homeowners, residents and guests must vacate the pool, spa and/or saunas at the direction of Community Management if they need to close the area for any reason. If a homeowner, resident or guest is violating a

rule or rules, Community Management may give a verbal warning to the violator(s) and specify the rule(s) being broken. If the violation continues, violators may be asked to leave the area, and the violators shall do so immediately.

D. Use of Pool. Community management reserves the right to limit the use of the pool and spa at any time and to restrict use of the pool by anyone. Guests are not permitted to use the swimming pool and spa unless accompanied by a Homeowner. Homeowners are responsible for the conduct of their guests.

E. Water Recreational Gear. Only float devices that are attached to or held by non-swimmers for safety purposes, or that are used for exercise purposes are allowed in the pool. All other swim fins, rubber floats, boogie boards and the like are not permitted in the pool or spa. Any large "duck ball" is exempt as it serves as a duck deterrent.

F. Use of Suntan Lotions and Oils. For protection of pool furniture, please place towels over chairs when using suntan oil, creams or lotions. Persons using oil, creams or lotions shall not enter the pool or spa without showering.

G. Swimwear. Shoes or sandals must be worn to and from the pool and spa areas but not into the pool or spa. Only pool shoes may be worn into the pool and spa. Manufactured swimwear is required when using the pool or spa. No cutoffs or similar "homemade" swimwear is permitted.

H. Health Concerns. All persons who are incontinent or who are not "potty trained" must wear swimming diapers under their swimsuits in the pool or spa. No one with a skin disease or open wound will be permitted in the pool or spa without a doctor's release.

I. Conduct. Diving, running, jumping, excessive noise, and rough housing are not permitted in the pool and spa areas. Smoking and alcoholic beverages are prohibited in the pool and spa area. No glass containers of any kind are permitted.

H. Release of Liability for Inherent Risks of Water Features. Use of the pool area and facilities includes inherent risks that may cause injury, death and damage even with exercise of due regard for health and safety. The pool area and facilities should only be used with a companion present in case assistance is needed. Homeowner therefore agrees and acknowledges that:

(1) THE POOL FACILITIES ARE USED AND OCCUPIED AT YOUR SOLE RISK AND PERIL.

(2) ACCESS TO THE POOL FACILITIES IS BASED ON THE UNDERSTANDING AND AGREEMENT THAT THERE ARE INHERENT RISKS OF INJURY AND HARM POSED IN THE USE AND PRESENCE OF THE FACILITIES.

(3) THE FACILITIES POSE INHERENT RISKS OF INJURY AND HARM EVEN WHEN UTMOST CAUTION AND CARE IS EXERCISED BY HOMEOWNER, RESIDENT, GUESTS, AND INVITEES.

(4) HOMEOWNER AND RESIDENT SHALL TAKE ALL REASONABLE PRECAUTIONS TO AVOID UNREASONABLE RISKS OF HARM.

(5) USE AND OCCUPATION OF THE POOL FACILITIES IS THEREFORE CONDITIONED ON HOMEOWNER'S UNDERSTANDING, AWARENESS AND AGREEMENT THAT FAILURE TO TAKE DUE REGARD FOR ONE'S OWN SAFETY AND WELL-BEING MAY RESULT IN INJURY OR DEATH TO HOMEOWNER AND OTHERS.

(6) DESPITE THESE INHERENT RISKS, HOMEOWNER SHALL, ON BEHALF OF ALL MEMBERS OF THE HOUSEHOLD, GUESTS AND INVITEES, ASSUME ALL RISKS AND RELEASE OWNER AND HOLD OWNER HARMLESS FROM ALL CLAIMS, DEMANDS, AND LAWSUITS FOR INJURY, DAMAGE OR OTHER HARM, LOSS, EXPENSE CAUSED IN OR ABOUT THE POOL FACILITIES AS NOW PROVIDED. This release means that Homeowner voluntarily assumes all risk, known and unknown, of harm, bodily injury, death, loss or property damage resulting or arising from the presence, observation, use or participation while upon or about the recreational facilities. This release shall not be construed to release the Owner or Management from liability for willful misconduct, but shall include negligence, gross negligence, and shall be construed to be a release of liability to the fullest extent permitted by law.

14. LAUNDRY FACILITIES

A. Drying Lines. Homeowner and resident may hang laundry only on lines provided by Community in the drying yard.

B. Use at Homeowner's Risk. Use of laundry facilities provided by the Community is at Homeowner's and residents own risk of loss or damage to clothing or other items. Use is governed by the posted rules and hours.

C. Key Deposit. If, at any time, management decides to keep the laundry room locked at all times, then Homeowners and residents may obtain a key to the laundry facilities by paying a key deposit to Community Management. Homeowner and resident must make sure that the door is always locked behind him/her upon leaving. The key deposit will be refunded upon return of the laundry facility key.

D. Maintenance. The facilities are to be left in a clean, neat and orderly condition. Clothes are to be removed from dryers as soon as they are dry. Dyeing may not be done in the washers. Homeowners and residents are asked to notify Community Management of any condition requiring maintenance and/or repair.

15. PETS.

A. Separate Pet Agreement. If a Homeowner desires to have a pet, Homeowner must have the prior written approval of Community Management and must sign and agree to rules on the Community's separate Pet Agreement. A pet will be allowed to live with the Homeowner if it meets the requirements listed in the Community's Pet Agreement. Guest pets must abide by all rules in the Pet Agreement.

B. Pet Indemnification. Homeowner is solely 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 or loss of control of an animal. Homeowner therefore agrees to indemnify and hold Owner, 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 keeping or loss of control of an animal on the Homesite.

16. Sudden/Unforeseen Breakdowns. Management has the responsibility to maintain physical improvements in the common facilities in good working order and condition. With respect to a sudden or unforeseeable breakdown or deterioration of the Community improvements, Management shall have a reasonable period of time for repair and to bring the improvements into good working order and condition after Management knows or should have known of the breakdown or deterioration. A reasonable period of time to repair a sudden or unforeseeable breakdown or deterioration shall be as soon as possible in situations affecting a health or safety condition, and shall not exceed thirty (30) days in any other case except where exigent circumstances justify a delay.

17. UTILITY INTERRUPTIONS.

A. 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.

B. Caution: Intermittent power interruptions are followed by restoration of electricity which may cause surges in electrical power. 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. Homeowner 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 Homeowner, exclusively, to exercise prudent care for property which may be affected by disruptions, outages, surges, or other irregularities in the provision of electrical service to the premises. Accordingly, Homeowner has the responsibility to take the precautions set forth below.

C. Use Surge Protectors/Turn off Appliances and Equipment If Power is off: Homeowner should obtain surge protectors for the protection of their 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. In the event of disruption of utility service, 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 Homeowner's power has been restored. This helps ensure against circuit overloading, which could delay restoration of service.

D. Report Problems: Report any defect, disruption or difficulty to the Management immediately. In the event Homeowner experiences any electrical problems with any utilities provided, immediately contact Management so Management may investigate and respond. In the event Homeowner experiences any problems with any utilities provided by a serving utility other than the Community, contact the serving utility directly. If the problem, interruption, failure or defect was caused as a result of an act or omission by Homeowner, 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.

18. HIRING COMMUNITY PERSONNEL.

Homeowners and residents requesting assistance from Community employees for personal matters should contact the employee outside of employee's work hours. Homeowner or resident may leave a message with Management for employee to contact them after hours. Any Homeowner or resident hiring a Community employee for personal work hereby understands that said employee is not covered by insurance by Monterey Manor. Homeowner understands that Management does not refer its employee's for personal Homeowner work, and if Homeowner wants to hire a Community employee for personal service outside of the employee's work hours, they do so at their own risk.

19. INSURANCE.

The Community maintains insurance coverage for the common areas of the Community. Homeowner shall maintain adequate liability and fire insurance coverage on Homeowner's mobilehome. Management is not responsible for any loss due to fire, accident, theft, malicious mischief, or any other loss whatsoever unless caused by willful misconduct of Management. Homeowner assumes all risk of loss due to any cause whatsoever other than the exceptions named above. It is the Homeowner's responsibility to obtain, at Homeowner's cost, any additional insurance the Homeowner deems necessary to protect his/her interest.

20. INDEMNIFICATION.

A. Owner Negligence Regarding Habitability: Owner will not be liable for any loss, damage or injury of any kind to the person or property of any Homeowner or any of the employees, guests, invitees, permittees, or licensees of any Homeowner, or of any other person caused by any use of the Homesite, or by any defect in the Homesite improvements, or arising from any other cause in or about the Homesite, unless resulting from our negligence or willful misconduct. While Owner is not liable and is released from all claims, demands, actions, and disputes in respect to any damage, bodily or personal injury or loss or expense, Owner is not released from claims where negligence or willful misconduct of the Owner are alleged in respect to core issues of habitability of the Homesite or associated with the mobilehome and ingress and egress to the Community, as core functions of tenancy.

B. Non-Core Tenancy Functions. Owner shall not be liable to Homeowner, residents or guests, or family, agents, invitees, employees or servants, for any bodily or personal injury, damage to property or legal damages, or other loss to person or property caused by facilities, amenities, physical improvements, conditions or defects therein, or by Owner or Management, other persons while therein or thereon (except as described in the last sentence of this paragraph). Homeowner agrees to indemnify and hold Owner harmless from and against any and all claims for damages to property or person arising from Homeowner's use or occupation of the homesite or caused by any pet kept on the Homesite, or from any activity, work being done, permitted or suffered by Homeowner in or about the Homesite. Further, Owner shall not be liable for personal injury or damage or loss of personal property (furniture, jewelry, clothing, etc.) from theft, vandalism, fire, water, rain storms, smoke, explosions, or other causes whatsoever. Homeowner agrees to indemnify and hold Owner harmless from all loss suffered by Homeowner or other persons in any of the aforesaid circumstances. The foregoing release means that Homeowner shall proceed at its peril in common areas, facilities and amenities which are not part of the duty of habitability of the homesite, including the roadway providing ingress and egress to the Community.

C. Release: This paragraph is intended as a full and complete release as to any and all claims resulting from the use of the Facilities, 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."

D. Applicable Law Prevails. The undersigned further expressly agrees that the foregoing release and waiver of liability and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and

effect. This release shall be construed as a release allowed to the fullest extent of the law and in accordance with *Lewis Operating Corporation v. Superior Court of Riverside County*, 200 Cal.App.4th 940 (2011).

21. INCOME CERTIFICATION FORM

A. Covenants Consistent with Good Faith Operation of Non-Profit Ownership: The Community was purchased by a non-profit corporation and financed with tax-exempt bonds and other governmental assistance. One of the Community's obligations is to provide evidence of continuing qualification of its non-profit status, property tax exemption and other cost saving programs. Therefore, in the mutual interest of Management and all homeowners, the following certifications will be conducted annually. Cooperation from each homeowner is mandatory.

B. Duty of Periodic Certification: All Homeowners must provide Community Management with a completed Income Certification and Demographic Survey Form, which will confirm personal household income and other demographic information. Each certification form must be returned within seven (7) days of receipt. The forms will not be disclosed to any third parties (i.e., to persons who are not employees or agents of the non-profit owner) unless required by Court order or other authority or legal obligation. Such certification is required annually.

23. COMMUNITY PERSONNEL.

A. Management Authority. Owner shall be represented by a community manager who is to enforce the R&R's. The community manager may not be requested to make exceptions for any Homeowners in respect to enforcement of the rental agreement, Pet Agreement, these rules and regulations, and any other documented policies. Where these rules and regulations call for advance written consent of Management, only a property supervisor may provide such consent and in such case, request for consent may be transmitted by the community manager to a property supervisor. The community manager may not waive rules and regulations or make exceptions inconsistent with these rules and regulations and the rental agreement.

B. Opinions of Value. The community manager has no authority to represent or give opinions about home values, quality, utility, condition or merchantability; please consult a dealer or broker.

22. HOMESITE BOUNDARIES.

The lot lines at the perimeter of the homesite were for purposes of compliance with legal requirements for construction and operation at the time the community was built. The area leased by a Homeowner includes the footprint of the mobilehome and accessory structures, and the required setbacks from the mobilehome and accessory structures. The area expected to be used and enjoyed by a Homeowner may not be represented by apparent physical boundaries or lot lines of the homesite as they existed at the inception of tenancy as such lines may be changed, enlarged or reduced as legal requirements, compliance or other business necessities may require. The designated lot lines are as required by law and do not represent a warranted area for use and enjoyment, are subject to change and may be modified as allowed by law. Homeowner agrees to approve and allow a change in lot line locations if such modification does not exceed a change of up to thirty six (36) inches in length or width to the homesite. Any adjustment shall not result in reduction, or offset of rents. In such cases, no claim shall lie against Management for lot line alterations or satisfaction of such legal mandates or business necessities. Homeowner is responsible for homesite maintenance within the area defined by the lot line markers and may use, occupy and enjoy such area subject to further modification and alteration as provided. Homeowner shall maintain the lot line markers as they currently exist and promptly notify Management if the lot line markers are lost, moved or destroyed. The foregoing defines the enforceable expectations of use, occupation and enjoyment to which Homeowner is entitled unless the homesite is demised and is SUBJECT TO ALL EASEMENTS AND ENCUMBRANCES of record and which exist in fact.

23. ENTRY UPON HOMEOWNER'S HOMESITE.

So long as management does not unreasonably interfere with use of the homesite, management may enter onto the homesite for any legitimate purpose, including, but not limited to, the following: maintenance of utilities, inspection and picture taking of violations relating to Management's request for compliance with R&R's, reading of the meters, service of notices, maintenance of homesites, to gain access to other homesites or areas of the Community, or other improvements in order to make repairs or undertake other maintenance and to add or replace improvements. Management may enter the mobilehome without prior written consent in the case of an emergency or where Homeowner has abandoned the mobilehome, or otherwise in accordance with the MRL.

24. NO RECORDING OF INTEREST.

Homeowner shall not record any homestead against the title to the Community property, nor allow any other lien or encumbrance to be filed against the Community property. Homeowner shall not file any lis pendens against the Community property. Homeowner shall not record this agreement or any memorandum of this agreement against the Community property. Owner may require Homeowner to discharge same within 30 days by either: payment, deposit or bond. If Homeowner fails to do so, then, in addition to any other rights or remedies Owner may have, Owner may, but is not obligated to, procure the discharge of the lien, claim or demand by either paying the amount claimed to be due by deposit in court or bonding. Any amount Owner pays or deposits plus all other costs and expenses incurred, including reasonable attorneys' fees and costs in defending any such action or procuring the discharge of the lien, claim or demand, shall be payable by Homeowner as additional rent on demand by written invoice.

25. NO WAIVER FOR DELAY IN ENFORCEMENT, ACCEPTANCE OF RENT.

A. Forbearance from Exercise of Rights. Management may exercise any right under the terms of these R&R's as amended or modified or any other right of Management under applicable law and do so at any time after the date such right became effective, and do so retroactively to the date the right initially became effective. Any delay 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 it was enacted.

26. INCORPORATED DOCUMENTS.

These R&R's, the Mobilehome Residency Law, the additional documents referred to herein, and posted signs throughout the Community are incorporated into the rental agreement. Homeowner agrees that each document referred to by reference in these rules and the rental agreement, or any other incorporated document, and posted signs are binding and effective immediately upon moving into the Community or entering the Community as a homeowner, resident or guest, and that Homeowner, residents and all guests are bound by all of the terms and conditions of these documents and posted signs as they may be changed in accordance with the law.

27. PARAGRAPH HEADINGS.

The headings and titles of the paragraphs within these R&Rs are included for purposes of convenience only and shall not affect the construction or interpretation of any of the provisions hereof.

The undersigned understands and agrees to the terms and conditions of these Rules and Regulations.

1) Print Name of Homeowner/Registered Owner: _____

Signature _____ Dated: _____

2) Print Name of Homeowner/Registered Owner (#2), if applicable: _____

Signature _____ Dated: _____

3) Print Name of Homeowner/Registered Owner (#3), if applicable) _____

Signature _____ Dated: _____

4) Print Name of Homeowner/Registered Owner (#4), if applicable) _____

Signature _____ Dated: _____