

APPLICATION COVER LETTER / INSTRUCTIONS

This community is:

☐ All Age

☒ 55+

Dear Applicant:

Thank you for your interest in our community. In order to process your application for residency, it is necessary to provide the following information for each individual who will be on the registration of the home or reside in the home as a co-occupant.

1. A fully completed application form. All blanks require a response. If the information requested on the form is not applicable, then respond N/A (not applicable).
2. Management obtains a credit report and an Unlawful Detainer report on all applicants. Management cannot use any similar reports supplied by the applicant or their agents. There is no charge to the applicant for these reports.
3. Financial documentation must be submitted with the application. All persons who will be on the title of the home as registered owners must provide at least one of the following forms of financial documentation:
 - Copies of bank statements showing direct deposits and identifies the source of those deposits.
 - Current wage earning statement that shows year-to-date totals. If wage earning statement does not include year-to-date totals, then three previous month's wage earning statements are required at the time the application is submitted.
 - Copy of Social Security Income or pension commitment letters indicating the amount and timing of this income.
 - Copies of Certificate of Deposits, Money Market Accounts or other investments showing total amount invested.

Note: If none of the above is available, then management can accept a copy of the prior year's Income Tax Returns for each applicant.

4. A copy of the purchase agreement or a letter from the escrow company, which shows the escrow number and address in respect to the mobilehome that is being purchased.
5. If the home is to be financed through a financial institution or lender, a copy of the loan commitment showing the loan amount, down payment and monthly payment.
6. A Social Security card or Tax Identification Number (TIN) and a valid Driver's License (or photo I.D) is to be presented at the time the Application for Residency is submitted. This is required for all individuals declared on the application over the age of 18 years, and who will be residing in the home.
7. Copies of valid registrations for all vehicles declared on the application.
8. **Pets:** If declaring a pet, you may be requested to bring the pet to the park office to be viewed and possibly photographed by management.
9. Denote space number of the home you are purchasing at the top of the application and ensure all persons declared on the application sign and date the application before submitting to the park office.
10. Management will conduct secondary reviews of all applicants who do not have a minimum FICO score of 620; monthly space rent plus mortgage expense is more than 35% of gross monthly income, and/or there is reason to believe Rules of the Community cannot be complied with.

We suggest you return the application for residency and all requested supporting documentation in person within ten (10) business days upon receipt of the application. Management will then preview the application to ensure it is complete and that they have copies of all the supporting documentation needed to begin the formal review process.

Upon receipt of the completed application, management will begin processing the application. Although management has fifteen (15) business days in which to determine their decision, typically the application process only requires three (3) to five (5) business days. However, there is always the possibility of delays. Incomplete, unsigned or missing documentation are the usual reasons for the delays. The period permitted for the application process does not begin until all the requirements of the submittals are satisfied.

Once the decision has been made regarding the application, the applicants will receive either a park approval letter from management or a letter of denial from the corporate office.

If you have any questions regarding the application or the required documentation, please contact one of the park office staff for assistance.

Community Name: _____

Date Given to Prospective Buyer: _____

cc: Prospective Buyer
Selling Resident
All listed real estate agents

APPLICATION FOR RESIDENCY

COMMUNITY NAME: _____

SPACE #: _____

Personal Name of Person Making Application: _____
(First) (Middle) (Last)
Phone Numbers: (Home) _____ (Cell) _____ (Work) _____
Present Address: _____ City: _____ State: _____ Zip: _____
How long at address: _____ Own or Rent: _____ Email: _____
SSN / TIN: _____ Driver's License Number: _____ State: _____
Name(s) of other person(s) who will be occupying space: _____
Relationship(s): _____
SSN / TIN: _____ Driver's License Number: _____ State: _____
Name(s) of other person(s) who will be occupying space: _____
Relationship(s): _____
SSN / TIN: _____ Driver's License Number: _____ State: _____

Previous Residency 1. Present Landlord or Mortgage Co.: _____ Yrs.: _____ Monthly Rent or Mtg. Payment: \$ _____
Address: _____ City: _____ State: _____ Zip: _____ Phone: _____
Own / Rent (if less than 2-½ years) _____
2. Prior Landlord or Mortgage Co.: _____ Yrs.: _____ Monthly Rent or Mtg. Payment: \$ _____
Address: _____ City: _____ State: _____ Zip: _____ Phone: _____
Have you ever been asked to terminate your residency elsewhere; or have ever been evicted? ☐ Yes ☐ No
If yes, please explain: _____
Have you ever lived in a mobilehome community before? ☐ Yes ☐ No
Community Name: _____
Address: _____

Vehicles Number of Automobile(s): _____ Boat(s): _____ Other: _____
For your protection, we must have complete descriptions of all vehicles
Make: _____ Model: _____ Color: _____ Year: _____ License No.: _____ State: _____
Financed by: _____ Address: _____ Phone: _____
Make: _____ Model: _____ Color: _____ Year: _____ License No.: _____ State: _____
Financed by: _____ Address: _____ Phone: _____
Make: _____ Model: _____ Color: _____ Year: _____ License No.: _____ State: _____
Financed by: _____ Address: _____ Phone: _____

Retired Gross Monthly Income: \$ _____

Employment Employer: _____ Address: _____ City: _____ State: _____ Zip: _____
Phone: _____ Position Held: _____ Gross Monthly Salary: \$ _____
Immediate Supervisor: _____ Length of Employment: Yrs.: _____ Mos.: _____
Full-time or Part-time: _____ Self Employed; Yes or No: _____
Co-Resident's Employer: _____ Address: _____ City: _____ State: _____ Zip: _____
Phone: _____ Position Held: _____ Gross Monthly Salary: \$ _____
Immediate Supervisor: _____ Length of Employment: Yrs.: _____ Mos.: _____
Full-time or Part-time: _____ Self Employed; Yes or No: _____
Co-Resident's Employer: _____ Address: _____ City: _____ State: _____ Zip: _____
Phone: _____ Position Held: _____ Gross Monthly Salary: \$ _____
Immediate Supervisor: _____ Length of Employment: Yrs.: _____ Mos.: _____
Full-time or Part-time: _____ Self Employed; Yes or No: _____

◀ **VERIFIABLE PROOF OF INCOME MUST BE SUBMITTED AT TIME OF APPLICATION** ▶

Financial

Name of Bank: _____ City: _____ Acct. No.: _____ ☐ Checking ☐ Savings ☐ Loan
Name of Bank: _____ City: _____ Acct. No.: _____ ☐ Checking ☐ Savings ☐ Loan

References

Business: Name: _____ City: _____ Phone: _____
Personal: Name: _____ City: _____ Phone: _____

Emergency

Person(s) to notify in case of an emergency (other than co-resident):

Name: _____ Relationship: _____ Phone: _____
Address: _____ City: _____ State: _____ Zip: _____
Email(s): _____

Pets

If you have any dogs and / or cats, please provide the following information include Photo, Vaccination / Rabies, Spayed / Neutered Certificate:

Cat or Dog	Name	Age	Type	Color	Description	Height	Weight

Home to Occupy Space

Mobilehome Make: _____ Net Size: Length: _____ Width: _____ Height: _____ No. of Bedrooms: _____
Year: _____ Breaker Size: _____ AMPS. Decal No.: _____ Serial No.: _____
Price: _____ Amt. Financed: _____ Monthly Payments: _____
Financed by: _____ D.O.H. No.: _____
Address: _____ City: _____ State: _____ Zip: _____
New Legal Owner Name: _____
Address: _____ City: _____ State: _____ Zip: _____
New Registered Owner Name: _____
Address: _____ City: _____ State: _____ Zip: _____

The undersigned requests the management to check the above credit references and representations. The undersigned acknowledges that in the event a rental agreement is executed by both the management, and the undersigned, it is subject to approval by the management of the undersigned's mobilehome or recreational vehicle as provided in the Rental Agreement.

The undersigned represents and warrants that the above information is true and correct and has been made for the purpose of informing the management of the Community. The management has permission to verify any and all information offered on this application.

The undersigned understands that in the event that any of the above information cannot be verified by the management of the Community, that the management of the Community has the right to deny the application. The undersigned further understands that Prospective Residents shall have no rights of tenancy until a Rental Agreement has been signed by the community management and the prospective resident.

Applicant: _____ Date: _____
Applicant: _____ Date: _____
Applicant: _____ Date: _____
Date Received: _____ Approved by: _____ Date: _____



Verification of Identification

The Fountains MHC

(Community Name)

Date: _____ Space: _____

Identification Information

Type of Identification presented: Driver License

Number Associated with Identification: _____

Date of Issue of Identification: _____ / _____ / _____

Date of Expiration: _____ / _____ / _____

Home Address

Name: _____

Address: _____

City, State, Zip Code: _____

Date of Birth: _____ / _____ / _____

Social Security Information

Social Security Number Presented: _____ / _____ / _____

Name as it appears on document: _____

Verified by: _____

Verification of Identification

The Fountains MHC

(Community Name)

Date: _____ Space: _____

Identification Information

Type of Identification presented: Driver License

Number Associated with Identification: _____

Date of Issue of Identification: _____ / _____ / _____

Date of Expiration: _____ / _____ / _____

Home Address

Name: _____

Address: _____

City, State, Zip Code: _____

Date of Birth: _____ / _____ / _____

Social Security Information

Social Security Number Presented: _____ / _____ / _____

Name as it appears on document: _____

Verified by: _____

The Fountains MHP

(Community Name)

FAX: thefountains@bandcmhc.com Phone: 1-909-593-4131

VERIFICATION OF RESIDENCY REQUEST

To: _____
From: Patricia Swanson
Date: _____
Re Applicant: _____

The above person has applied for residency with us. Please fill out the requested information and fax back to us at the above fax number. In advance, thank you for your attention to this matter and your prompt reply.

1. Amount of rent paid per month? _____
2. Move-in date? _____
3. Move-out date (if applicable)? _____
4. Rent paid on time? Yes ☐ No ☐
5. Did tenant give a 30-day notice? Yes ☐ No ☐
6. Did landlord give a 30-day notice? Yes ☐ No ☐
7. If tenant paid by check, has there been any NSF check within the last 6 months? Yes ☐ No ☐
8. Problems with tenant's visitors or guests? Yes ☐ No ☐
9. History of rule violations or disturbance? Yes ☐ No ☐
10. Tenant's deposit refunded? Yes ☐ No ☐
11. Rent or money still owing? Yes ☐ No ☐
12. Would you re-rent to this tenant? Yes ☐ No ☐

Comments: _____

By my signature below, I hereby consent to the release of the information requested herein. I release from liability and hold harmless all requestors and providers of the above information and disclose the same of my own free will.

(Applicant's Signature)

(Print Name)

(Landlord / Lender's Signature)

(Title)

(Print Name of Landlord or Lender)

(Date)

The Fountains MHC

(Community Name)

FAX: thefountains@bandcmhc.com

Phone: (909)593-4131

VERIFICATION OF EMPLOYMENT REQUEST

To: _____

From: Patricia Swanson

Date: _____

Re Applicant: _____

The above person has applied for residency with us. Please fill out the requested information and fax back to us at the above fax number. In advance, thank you for your attention to this matter and your prompt reply.

1. Employer Name: _____
2. Length of employment: _____
3. Current Position: _____
4. Hours worked per week: _____
5. Permanent Position? Yes ☐ No ☐
6. Salary: Monthly ☐ / Bi-weekly ☐ / Weekly ☐ / Hourly ☐ \$ _____

Comments: _____

By my signature below, I hereby consent to the release of the information requested herein. I release from liability and hold harmless all requestors and providers of the above information and disclose the same of my own free will.

(Applicant's Signature)

(Print Name)

(Employer's Signature)

(Title)

(Print Name of Employer)

(Date)



INFORMATION FOR PROSPECTIVE HOMEOWNERS
California Mobilehome Residency Law — Section 798.74.5

Park Name: The Fountains MHC

Space #: _____

Resident Name: _____

Date: _____

As a prospective homeowner you are being provided with certain information you should know prior to applying for tenancy in a mobilehome park. This is not meant to be a complete list of information.

Owning a home in a mobilehome park incorporates the dual role of "homeowner" (owner of the home) and park resident or tenant (also called a "homeowner" in the Mobilehome Residency Law). As a homeowner under the Mobilehome Residency Law, you will be responsible for paying the amount necessary to rent the space for your home, in addition to other fees and charges described below. You must also follow certain rules and regulations to reside in the park.

If you are approved for tenancy, and your tenancy commences within the next 30 days, your beginning monthly rent will be \$_____ (must be completed by management) for space number (or address) _____ (must be completed by management). Additional information regarding future rent or fee increases may also be provided.

The Park provides a 90 day notice to residents of recurring annual rent adjustments. There may be a pending 90 day notice of rent adjustment that has already been sent to the seller of the home which would become applicable to you if you move into the Park within the 90 day notice period.

- ☐ Your beginning monthly rent of \$ N/A will be increased to \$ N/A per the 90 Day Rent Increase notice served on the seller on (date) N/A. The Anniversary date for the purpose of future annual rent increases will be N/A of each year, in accordance with the local Rent Control Ordinance.
- ☐ The rental rate for a secondary home will be \$ N/A. Second homes are exempt from local rent control.

If you are approved for tenancy a Refundable Security Deposit in the amount of \$ 00.00 is required at the time of signing the rental documents, made payable by cashier's check, money order or personal check. This deposit is refundable after a period of twelve (12) months upon verification of a clear pay record.

In addition to the monthly rent, you will be obligated to pay to the park the following additional fees and charges listed below: Other fees or charges may apply depending upon your specific requests. Metered utility charges are based on use. (Management shall describe the fee or charges and a good faith estimate of each fee or charge.)

UTILITIES AND OTHER CHARGES PAYABLE AS RENT

Utilities: In addition to base rent, Tenant shall pay when due, all charges actually incurred for natural gas, electricity and other utilities.

UTILITIES PROVIDED BY PARK AND INCLUDED WITHIN RENT:

☐ Electric ☐ Gas ☒ Trash ☒ Sewer ☐ Water ☐ MATV ☐ Cable TV

UTILITIES PROVIDED BY PARK AND TO BE BILLED AS ADDITIONAL RENT:

☐ Electric ☐ Gas ☐ Trash ☐ Sewer ☒ Water ☐ MATV ☐ Cable TV ☐ Storm Drain

UTILITIES RESIDENT MUST OBTAIN FROM SUPPLIER:

☐ Electric ☐ Gas ☐ Trash ☐ Sewer ☐ Water ☐ MATV ☒ Cable TV

OTHER CHARGES: Tenant shall also pay the following additional monthly charges on or before the first day of each month:

Recreational Vehicle Storage: (RV Storage Agreement) \$ 70.00 /month

Extra Person: Defined as persons not covered by California Civil Code sections 798.34 and 798.35: \$ 50.00 /month

Other (Specify): _____

(1) <u>City Fee</u>	\$ <u>22.98</u>
(2) <u>HCD</u>	\$ <u>.25</u>
(3) _____	\$ _____
(4) _____	\$ _____

Some spaces are governed by an ordinance, rule or regulation, or initiative measure that limits or restricts rents in mobilehome parks. Long-term leases specify rent increases during the term of the lease. By signing a rental agreement or lease for a term of more than one year, you may be removing your space from a local rent control ordinance during the term, or any extension, of the lease if a local rent control ordinance is in effect for the area in which the space is located.

A fully executed lease or rental agreement, or a statement signed by the park's management and by you stating that you and the management have agreed to the terms and conditions of a rental agreement, is required to complete the sale or escrow process of the home. You have no rights to tenancy without a properly executed lease or agreement of that statement (Civil Code Section 798.75).

If the management collects a fee or charge from you in order to obtain a financial report or credit rating, the full amount of the fee or charge will either be credited toward your first month's rent or, if you are rejected for any reason, refunded to you. However, if you are approved by management but, for whatever reason, you elect not to purchase the mobilehome, the management may retain the fee to defray its administrative costs (Civil Code Section 798.74).

We encourage you to request from management a copy of the lease or rental agreement, the park's rules and regulations, and a copy of the Mobilehome Residency Law. Upon request, park management will provide you a copy of each document. We urge you to read these documents before making the decision that you want to become a mobilehome park resident.

Signature of Park Management

Date

Acknowledge Receipt by Prospective Homeowner

Date



RULES AND REGULATIONS

B4

SPACE _____

MOBILEHOME PARK NAME:

The Fountains

GENERAL (The term "Tenant" shall include the Tenant, all legal residents and guests of his mobilehome.)

1. Tenant and all residents must complete an Application for Residency prior to residing in the Park. OCCUPANCY RESTRICTION ☐ NONE ☒ 55+ / 45. Before departing on vacation or extended absence, Tenants should notify the office of departure and return dates.
2. Solicitors, vendors, peddlers, etc., are not permitted in the Park.
3. Drunkenness and immoral conduct is not acceptable and will not be tolerated. No alcoholic beverages are to be served or consumed in the clubhouse, around the pool or any other community area except on management approved occasions.
4. All Tenants and guests shall observe all Rules and Regulations posted in the recreation areas. Tenants shall pay for all damages to the clubhouse, recreation areas, equipment or any other Park property caused or contributed by them or their guests. Tenants are responsible for the conduct of their guests. Guests must be accompanied by an adult Park Tenant when using recreational facilities or equipment. Skateboarding is prohibited in the Park.
5. No loud talking, radio, television, or other noise capable of disturbing a neighbor in any manner will be permitted between the hours of 10:00 p.m. and 8:00 a.m. No unusual disturbing noises will be allowed at any time. Tenants shall not commit, or allow to be committed, any nuisance or any waste on the Premises, nor shall Tenants use or allow the Premises to be used for an unlawful purpose.
6. Except for negligence of the Landlord, Landlord shall not be liable for liability of debt or damage claimed for injury to persons, including Tenants and their guests or invitees or licensees, or for property damage from any cause related to Tenants occupancy of the Premises, including those arising out of damages or losses occurring in areas adjacent to the space, or for loss of personal property, mobilehome parts or equipment.
7. Tenant agrees not to use the Premises in any manner that will increase the risk of or rate of insurance or cause cancellation of any insurance policy covering the Premises.
8. Tenant shall permit Landlord to enter the mobilehome lot at all reasonable times for the purpose of inspecting, maintaining or making repairs, alterations, or additions to any portion of said lot, including erection and maintenance of such scaffolding, canopies, fences and props as may be required.
9. Tenant shall maintain the Premises, landscaping and mobilehome in a clean, attractive and well-kept fashion at his own expense, including the front, sides and back at all times. Tenants shall not make additions or improvements on the Premises without first obtaining management's written consent. Said additions or improvements shall be at Tenant's expense and will remain the property of the Tenant.
LANDSCAPE MAINTENANCE: Landscaping includes shrubs, grasses, trees and other plants and living things. Trees on the space or lot lines are included whether planted by Tenant, prior Tenant or other persons. Tenant shall maintain all landscaping as required by the rules and regulations. Landlord may require that Tenant effect and suffer the expense for, in Landlord's discretion to be reasonably and fairly exercised, upon at least fourteen (14) days' written notice, any of the following per owner's written specification: tree branch and limb thinning, trimming or removal or other surgery, or tree removal, cutting and stump grinding to grade, or root removal, as necessary. With respect to trees that are on the Premises that pose a specific hazard or health and safety violation, Park shall be solely responsible for the trimming, pruning, or removal, and the costs thereof, upon written notice by a Tenant or a determination by the Park.
In the case of a dispute over that assertion, Park or a Tenant may request an inspection by the Department of Housing and Community Development or a local agency responsible for the enforcement of the Mobilehome Parks Act (Part 2.1 - commencing with section 18200 of Division 3 of the Health and Safety Code) in order to determine whether a violation of that act exists. Park is fully responsible for all common area trees. Tenant **MAY NOT** plant a tree within the Park without first obtaining **WRITTEN** permission from the Park.
In the event the Tenant chooses to move his mobilehome and remove said additions or improvements he may do so providing all depressions or holes left by said removal are filled and lot is left in a neat, uncluttered condition. Original landscaping must be completed within sixty (60) days. At all times, the Tenant is responsible for the drainage of his Premises. Drainage must not be blocked by walks, shrubs, etc., and must not drain on adjacent lots. Landlord expressly prohibits the use of any furniture on the patio, porch, or yard unless it is approved outdoor patio furniture. No brooms, mops, appliances, etc., are allowed outside the mobilehome. Open storage of any type beneath, behind, or around the mobilehome, or on driveways is prohibited.
10. Tampering with Park fuses, electric service connections, or other Park utility connections is strictly forbidden. Please contact the management in case of trouble.
11. Approval by the Landlord is required prior to installation as to size, condition, age and construction of mobilehome and all accessories, including awnings, skirting, carport, porches, storage sheds, etc. Storage sheds are allowed per California Administrative Code Title Number 25. ALL fencing or screening, if permitted must have the prior written approval of Landlord before installation. Park shall be solely responsible for the maintenance, repair, replacement, paving, sealing, and the expenses related to the maintenance of all driveways installed by Park including removal and repair of root damage to driveways and foundation systems. Tenant shall be responsible for the maintenance, repair, replacement, paving, sealing, and the expenses related to the maintenance of a Tenant installed driveway. A Tenant may be charged for the cost of any damage to the driveway caused by an act of the Tenant or a breach of the Tenant's responsibilities under the rules and regulations.
12. Antennas are not allowed in many mobilehome parks. This includes radio antennas, CB antennas and TV dishes. Please check with the Park office for specific policy.
13. Signs **"FOR SALE" SIGNS:** Tenant 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, Tenant 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 agent. Open house signs are not permitted. All future changes to the Mobilehome Residency Law are incorporated herein by this reference and shall become effective concurrent with such changes.
POLITICAL SIGNS: Resident may display a political 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 site on which the home is located or installed. 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 local ordinance imposes a more restrictive period of time for the display of such a sign. No other signs may be posted on the premises except for sale signs and political signs referenced above.
14. No commercial business shall be conducted in the Park, nor shall "auction", "moving", or "garage" sales be permitted.
15. All guests are limited to 20 consecutive days or a total of 30 days in a calendar year. Landlord's written approval is necessary prior to any extension of guest stays - additional charges may be applicable.
16. Tenant must furnish Park Manager with a copy of HCD Registration or copy of property tax bill whichever is applicable to status of mobilehome ownership (legal and registered). The mobilehome must bear a current yearly license where required by the regulations.
17. No "babysitting or childcare" of non-Tenants is permitted in the Park.
18. **AGE REGULATIONS:** Management reserves the right to amend, or add rules and regulations which relate to the age restrictions for residency in the Park. If management elects to change such rules or other rules and regulations, all requirements to do so as provided under the Mobilehome Residency Law shall be followed. Such amendment to the rules and regulations may be made at any time in the future. The law specifies that Park manager is not required to comply with age restrictions for residents.

LAUNDRY ROOM (If Applicable)

19. Instructions are posted in all laundry rooms. Please abide by the rules. Do not overload or abuse washing machines. Washing machines are to be cleaned inside and outside after use. Laundry rooms are to be left in a neat and orderly condition. Please empty lint trays. Wearing apparel, towels or laundry of any description is to be hung in the laundry drying yard only, if dried outside.

PETS

20. You must obtain permission from the Management to keep a pet in the Park. Pets (not over 30 inches high at the hips measured when animals is standing erect at maturity) will be allowed. Those of you who have pets enjoy them; however, there are others who do not share your views. In consideration of others, it is important those who have pets observe the following rules:
 - a. Tenants will be limited to 2 pet(s) per space.
 - b. If your pet causes any disturbance such as barking, snarling, etc., which will annoy your neighbor, permission to keep this pet will be revoked.
 - c. Any pet, when not inside your mobilehome, must be kept on a short leash. Pets may not be left unattended outside of mobilehome. Any pet found loose in the Park will be taken to the animal shelter. (This includes cats.)
 - d. No pets are to invade the privacy of anyone's homelife, flower beds, shrubs, or common areas provided for the use and enjoyment of all Tenants.
 - e. No pets are permitted in the clubhouse areas.
 - f. Droppings must be picked up, wrapped in paper, and placed in the trash daily.
 - g. No pets will be allowed to be acquired or replaced after moving into the Park unless approved by Park Manager.
 - h. The word "pet" is defined as dog or cat; small household birds and fish are permitted. All other animals and reptiles are prohibited.
 - i. No exterior pet housing allowed.
 - j. NO PITBULLS, ROTTWEILER OR ANY OTHER AGGRESSIVE DOG WILL BE ALLOWED. **NOTE:** ALL DOGS MUST BE BROUGHT TO THE PARK OFFICE FOR FINAL APPROVAL.

AUTOMOBILES

21. **DRIVE AT SAFE SPEEDS THROUGHOUT PARK.** The parking of two (2) vehicles where applicable for each mobilehome space will be permitted however, more than two (2) approved vehicles will be permitted providing Tenant extends driveway on carport side with approved material and the placing of additional vehicles will not encroach into the area in front of the mobilehome or any area nearer than five (5) feet from the rear property line. Only approved vehicles are to be parked at the mobilehome site in approved locations. If a storage area is provided for the parking of travel trailers, boats, campers, trucks, and other vehicles, there will be monthly charge for each unit parked in the storage area. No inoperative, unsightly, or unregistered vehicles will be allowed to remain in the Park, at mobilehome site or in the storage areas.

Only licensed motorcycles, motor scooters, mini bikes or mopeds will be allowed in the Park; and the Rules and Regulations regarding the use of such vehicles are incorporated herein by this reference.

22. Car washing shall be done only in designated car wash area if available. Repairing of motor vehicles at the mobilehome is prohibited. Tenants are prohibited from using "guest parking" for personal vehicles.
23. Visitors or guests that cannot utilize the on-site parking must park their vehicles at designated guest parking area. Parking in the street is strictly forbidden as fire ordinances require streets be kept clear for all emergency vehicles. The appearance of the Park is also improved if automobiles are not parked on the street. Management reserves the right to post "no parking" signs at each entrance to the Park. If management does so, vehicles parked in violation of the Rules and Regulations will be removed from the Park in accordance with the applicable requirements of the Vehicle Code.

SWIMMING AND POOL RULES (If Applicable)

The use of the swimming pool is a privilege extended to help make your residence more pleasant.

24. Swimming hours are as posted.
25. State health laws require that a person shower before entering pool.
26. Swimmers must not use bobby pins or hair pins while in the pool as they leave unremovable rust stains and damage the filter pumps.
27. No glass will be allowed around the pool area.
28. No sun tan oil other skin preparations are to be used prior to entering the pool.
29. The safety rope is not to be removed from the pool.
30. No swimming suits - wet or dry - are to be worn in the clubhouse.
31. No games or horse-play are allowed in the pool or adjacent areas, no running around the pool.
32. Tenants may have a reasonable number of guests provided their presence does not overcrowd the pool.
33. Do not swim alone. Make sure someone else is in or around the pool in case you might need help.
34. Additional rules regarding use of the pool are posted in the pool area. The Park Manager and the Landlord are not responsible for accidents or injuries resulting from the use of the pool.

GROUNDINGS FOR EVICTION

Any of the following shall constitute grounds for termination of tenancy and eviction, upon such notice and pursuant to such proceedings as may be provided by law and in force from time to time.

35. Failure of the tenant to comply with local ordinances and state laws and regulations relating to mobilehomes within a reasonable time after the Tenants receive a notice of noncompliance from the appropriate government agency.
36. Conduct of the Tenant, upon the Mobilehome Park Premises which constitutes a substantial annoyance to other Tenants.
37. Failure of the Tenant to comply with reasonable Rules and Regulations of the Mobilehome Park or for nonpayment of rent, utility charges, or reasonable incidental service charges.
38. Condemnation or change of use of the Mobilehome Park.
39. Violation of any Federal, State or Local law, statute or ordinance (regulation promulgated under any such law, statute or ordinance) which adversely affects, or is detrimental to; the health, safety, or welfare of Tenants in the Park.
40. The breach or violation of any provision of the Rental Agreement.
41. Any other basis or grounds now or hereinafter provided by law. In any event no action will be taken which is not in compliance with California Civil Code Provisions relating to Mobilehome Park residency.

HAZARDOUS MATERIALS

42. State Law requires you to give written notice to the Landlord if you discover the presence or suspected presence of any hazardous substance on or beneath the space you are renting. There are civil penalties for failure to do so.
Management reserves the right to prosecute Tenants and terminate tenancies of those Tenants who cause hazardous substances to be located on or beneath the mobilehome space.

ZONING AND CONDITIONAL USE PERMIT INFORMATION

The following information is being supplied to all Tenants in accordance with the requirements of section 798.27 of the Mobilehome Residency Law which went into effect on January 1, 1981.

43. The nature of the zoning under which the Park operates is as follows: _____
44. The date of expiration or renewal of any conditional use or other permit required to operate the Park which are subject to expiration or renewal are as follows: _____
45. The duration of any lease of the Park or any portion thereof, in which the Landlord is a lessee is as follows: _____
46. If a change occurs concerning the zoning permit under which the Park operates or a lease in which the Landlord is a lessee, all Tenants shall be given written notice within thirty (30) days of such change.

ENFORCEMENT OF RULES AND REGULATIONS

From time to time, the Mobilehome Residency Law may be amended. Accordingly, should the Mobilehome Residency Law be changed to invalidate or modify the Tenant's obligations under these Rules and Regulations, such changes shall be deemed to be automatically applicable to these rules and regulations.

Management will make every effort to enforce all of its Rules and Regulations and conditions of tenancy applicable to residency in the Park equally. However, Tenant agrees that the enforcement of those rules, regulations and conditions of tenancy are a private matter between the management and the affected Tenant and the enforcement, or lack thereof, will not result in any damage or claim by any Tenant in the Park. Tenant hereby acknowledges that he is not a third party beneficiary of any other Lease or Rules and Regulation between management and any other Tenant in the Park.

Date: _____

TENANT(S)

Tenant: _____
Print

Tenant: _____
Signature

Tenant: _____
Print

Tenant: _____
Signature

MANAGEMENT

LANDLORD: The Fountains MHC

By: _____
Print

By: _____
Signature

Name, phone number and space number can/cannot be listed on Park directory and in any Park phone directory.

⊙
(Please Initial)