

AMENDED AND RESTATED RULES AND REGULATIONS

Management reserves the right to supplement and amend these Rules as allowed by law. Although Management will take reasonable steps to enforce these Rules in a reasonable fashion, the manner and method of enforcement lies solely within the discretion of Management. There is no guarantee that these Rules will always be enforced to the exact satisfaction of any particular Homeowner. Since Management personnel and resources are limited, Homeowners and Residents should notify Management, in writing, of any violation of these Rules, which they believe require the Management's attention.

1. **DEFINITIONS:** For purposes of these Rules, the following definitions apply:

1.1 Approval of Management: References to approval, permission or authorization of Management means the written approval of Owner must be obtained prior to taking action.

1.2 Guest: Any reference to a Guest refers to a person who is present in the Park on a temporary basis at the invitation of a Homeowner, Resident or Owner but who has not signed a Rental Agreement. A Guest is not a Resident and has no rights of tenancy in the Park.

1.3 Homeowner: A Homeowner is a person who has a signed Rental Agreement with the Park to rent a Space in the Park to locate, maintain and occupy a mobilehome. A prospective Homeowner, purchaser or anyone else who has not been approved for tenancy at the Park is not deemed a Homeowner.

1.4 Homesite or Space: Any reference to a Homesite or Space refers to the lot or space in the Park upon which a Homeowner's mobilehome rests. This area is described by a specific number in the Rental Agreement.

1.5 Live-In Caretaker: A Live-In Caretaker is any person over 18 years of age who provides live-in healthcare or live-in supportive care to a Homeowner pursuant to a written treatment plan prepared by the Homeowner's physician. A Live-In Caretaker is not a Resident and has no rights of tenancy in the Park.

1.6 Management: Any reference to Management refers to the Owner of the Park or any agent or representative authorized to act on behalf of the Owner in connection with matters relating to a tenancy in the Park or management of the Park.

1.7 Mobilehome Residency Law or MRL: Any reference to the Mobilehome Residency Law or MRL means California Civil Code Sections 798, *et seq.*, and includes any amendments thereto.

1.8 Owner: Any reference to the Owner means the owner of the Park.

1.9 Park or Community: Any reference to Park or Community refers to the entire property defined as Park Name _____.

1.10 Park Facilities: Any reference to Park Facilities refers to those services and facilities of the Park generally available to Homeowners, Residents and their accompanied Guests. Park Facilities include Recreational Facilities.

1.11 Recreational Facilities: Any reference to Recreational Facilities refers to the club house, pool and pool area, playground, basketball court, and other facilities provided for recreational use by the Park exclusively for Homeowners, Residents and their accompanied Guests.

1.12 Rental Agreement: Any reference to Rental Agreement refers to the signed rental agreement between the Park and Homeowner for the rental of a Homesite or Space in the Park.

1.13 Resident: A Resident is a Homeowner or any other person who lawfully occupies a mobilehome located in the Park.

2. RENTAL AGREEMENT: All Homeowners are required to sign a written Rental Agreement with the Park. To be accepted as a Homeowner in this Community, a prospective Homeowner must fill out an application for tenancy form, be accepted and approved by Management, and sign a Rental Agreement. A prospective Homeowner who has already purchased a mobilehome from a previous Homeowner is not a legal Homeowner in this Community unless and until Management has accepted and approved that person as a Homeowner and a Rental Agreement has been signed.

3. CONDUCT:

3.1 No Homeowner, Resident, or Guest may engage in any conduct in a mobilehome, on a Homesite, or in the Park that Management reasonably determines may constitute a substantial annoyance or nuisance to other Homeowners and Residents. This includes, but is not limited to, any unusual, disturbing or excessive noise, intoxication, quarreling, threats, fighting, profanity, immoral or illegal conduct, or rude, objectionable or abusive language or conduct.

3.2 Any conduct or behavior which may be dangerous to other Homeowners, Residents or Guests or which may create a health and safety concern is not permitted within the Park. The use or display of any weapons including, but not limited to, bows and arrows, BB guns, knives, fireworks and guns is expressly prohibited within the Park. Persons under the influence of alcohol or any other substance are not permitted in any area of the Park which is generally open to other Homeowners, Residents and their Guests including, but not limited to, streets, parking areas or Park Facilities.

3.3 Homeowners, Residents and their Guests must not encroach or trespass on any other Homesite or upon any area within the Park which is not open for the general use of Homeowners, Residents and their Guests. All Park property which is not open for the general 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, must not be used, tampered or interfered with in any way by any Homeowner, Resident or Guest.

3.4 Except for barbecues approved for use by Management or fireplaces and other appliances installed in Homeowner's mobilehome, no fires are permitted within the Park.

3.5 The violation of any applicable law or ordinance will not be tolerated. No acts will be permitted which would place the Park or Management in violation of any applicable law or ordinance.

3.6 Homeowners and Residents are responsible for the actions and conduct of their Guests. This responsibility includes, but is not limited to, financial responsibility for any breakage, destruction or vandalism of the Park Facilities or Park property.

4. GUESTS AND LIVE-IN CARETAKERS:

4.1 Except when Guests are entering or leaving the Park, they must be accompanied by a Homeowner at all times. Guests must also be accompanied by a Homeowner when using any Park Facility. If a Homeowner will not be present, Guests may not occupy or use the mobilehome without the approval of Management. Persons doing so are considered unlawful occupants under the MRL. All Guests must abide by these Rules.

4.2 Subject to the exceptions described below or as otherwise provided under the MRL, a Guest who has stayed with a Homeowner more than a total of 20 consecutive days or a total of 30 days in a calendar year and who intends to stay on for any continued period beyond must register with Management. For each registered Guest, Homeowner will pay a fee to Management for each month or partial month that the Guest remains in the mobilehome after the time he or she is required to be registered. The fee is paid monthly, in advance.

4.3 A Homeowner who lives alone in the Park may share his or her mobilehome with one person. Management will not impose a guest fee or any other fee for that person. The person must comply with all provisions of these Rules.

4.4 Management may not charge any Homeowner a guest fee for any Live-In Caretaker.

4.5 Prior to a Live-In Caretaker moving into a mobilehome with a Homeowner, the Homeowner must provide Management with the name of the person providing such live-in health care or live-in supportive care and a written treatment plan from the Homeowner's physician or surgeon. If a Live-In Caretaker leaves and a new person is substituted, Management must be notified immediately in writing of the name of any new Live-In Caretaker. All Live-In Caretakers must abide by these Rules.

4.6 Homeowners are required to acquaint all Guests and any Live-In Caretaker with these Rules. Homeowners are personally responsible for the action and conduct of their Guests and any Live-In Caretaker. Homeowners are also liable for any damage to Park property or any injury to another Homeowner caused directly or indirectly by a Guest or Live-In Caretaker.

4.7 Any violation of these Rules by a Guest, Live-In Caretaker or by any person residing with a Homeowner will be deemed a breach of these Rules by the Homeowner and will have the same affect as if the Homeowner had breached these Rules.

4.8 Persons under the age of 14 must be supervised and accompanied by an adult Homeowner or Resident at all times while within the Park or when using Park Facilities.

5. USE AND OCCUPANCY:

5.1 All Homesites must be used to place a mobilehome which has been approved by Management. All Homeowners agree not to change the mobilehome on a Homesite without first obtaining approval of Management and all necessary permits. No Homeowner may own, directly or indirectly, more than one mobilehome within the Park without approval of Management.

5.2 The mobilehome must be used solely as a residence and must house only Residents approved in writing by Management and no others. No business or commercial activity may be conducted from a mobilehome or within the Park including, but not limited to, any activity requiring a business license or permit issued by any governmental agency.

5.3 The number of occupants of a mobilehome is limited to 2 persons per the number of bedrooms present in the mobilehome, plus 1 additional occupant. A bedroom is defined as a living space which is designed for sleeping and which has a closet space. (Porches, patios, living rooms, *etc.*, are not bedrooms.)

6. HOMESITE MAINTENANCE:

6.1 Homeowners must maintain their Homesites in a clean, well kept and attractive fashion, including the front, sides, and back. All trash, debris, boxes, barrels, brooms, ladders, *etc.*, must be kept out of sight.

6.2 If a Homeowner fails to maintain his or her Homesite in the manner described in these Rules, Management will notify Homeowner in writing of the specific conditions to be corrected with an estimate of the charges to be imposed if Management performs the services. If Homeowner fails to comply within 14 days of such notice, Management may enter upon Homeowner's Homesite and perform such service as is required and bill Homeowner, in accordance with California Civil Code Section 798.36. Management also reserves the right to terminate a Homeowner's tenancy for noncompliance in accordance with the MRL.

6.3 If Management determines that the removal of personal property from the Homesite is necessary to bring it into compliance with these Rules or applicable law (including, but not limited to, the Mobilehome Parks Act, Title 25 of California Code of Regulations, and the provisions of California Health and Safety Code), Management may remove the property to a reasonable secure storage facility in accordance with California Civil Code Section 798.36. Management will provide at least 14 days prior written notice of its intent to remove the personal property, including a description of the property to be removed. The notice will include the Rule, regulation or code justifying the removal and will provide an estimate of the charges to be imposed.

6.4 Homeowner will be responsible for reimbursing Management the actual, reasonable costs, if any, of removing and storing the personal property. These costs incurred by Management in correcting the Rule violation associated with the removal and storage of the personal property, are deemed reasonable incidental service charges and may be collected pursuant to California Civil Code Section 798.56(e) if a notice of nonpayment of the removal and storage fees is personally served on Homeowner in accordance with California Civil Code Section 798.36(b)(3).

6.5 Within 7 days from the date the personal property is removed to a storage area, Management will 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 the removal and storage will be paid by Homeowner. If within 60 days, Homeowner does not claim the property, the property will be deemed abandoned and Management may dispose of the property in any manner. Homeowner's liability for storage charges may not exceed 60 days. If Homeowner claims the property, but has not reimbursed Management for storage costs, Management may bill those costs in a monthly statement, which will constitute notice of nonpayment and the costs will become the obligation of Homeowner. If a Homeowner communicates in writing his or her intent to abandon the property before the 60 days has expired, Management may dispose of the property immediately and no further storage charges will accrue.

6.6 If Management elects to dispose of the property by way of sale or auction, and the funds received from the sale or auction exceed the amount owed to Management, Management will refund the difference to Homeowner within 15 days from the date of Management's receipt of the funds from the sale or auction. If a sale or auction of the property yields less than the costs incurred by

Management, Homeowner will be responsible for the difference, and this amount will be deemed a reasonable incidental service charge and may be collected pursuant to California Civil Code Section 798.56(e) if a notice of nonpayment of the removal and storage fees as described in California Civil Code Section 798.36(b)(3) is personally served on Homeowner.

6.7 Homeowner agrees to maintain the mobilehome and Homesite as required by these Rules and in accordance with all applicable laws and regulations.

6.8 The election to exercise remedies provided under this Rule is not a waiver or release from or against other remedies available to Management for the violation of these Rules and any applicable laws or regulations and will not be deemed an election of remedies foreclosing exercise of any additional or further remedies for such violation.

6.9 Management must approve all plans for work to be done within the Park. All such work must be performed by licensed contractors. Each Homeowner agrees to fully indemnify, defend and hold the Park and Management harmless from and against any claim for any lien incurred in connection with any work of improvement, repair, maintenance and the like made to the mobilehome or to the Homesite.

6.10 Homeowners do not have the right to make repairs or capital improvements to the Homesite and charge back the cost of such repairs or capital improvements to Management or the Park. All alterations, improvements and changes must be approved by Management, but are at the sole cost of Homeowner and will become a part of the realty and belong to Management.

6.11 Subject to the limitations of California Civil Code Section 798.37.5, Homeowners are responsible for driveways and walkways on the Homesite. Homeowners are expected to maintain their walkways and driveways in a clean, safe and attractive condition.

6.12 Storage or anything behind or outside the mobilehome is prohibited. This includes, but is not limited to, storage or boxes, trunks, wood, pipe, bottles, cans, garden tools, mops, ladders, paint cans or any item which is unsightly in appearance. No toxic or dangerous substances may be stored on the Homesite or under Homeowner's mobilehome.

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

6.14 Homeowner must keep the street area in front of Homeowner's Homesite free from debris. Driveways may only be concrete or asphalt and may be painted green, gray, or black only.

7. MOBILEHOME STANDARDS:

7.1 To insure architectural compatibility, construction and installation standards, all incoming mobilehomes must be in good condition, must be approved by Management and must have detachable hitches. Furthermore, Homeowners are responsible for determining whether the mobilehome (as well as all appliances and additional equipment used on or at the Homesite) is compatible with the electric service available at the Park.

7.2 All mobilehomes in the Park must conform in size to the requirements of the Homesite on which they are placed as established by Management. Management will determine placement of the mobilehome.

8. MOBILEHOME MAINTENANCE:

8.1 The exterior of every mobilehome must be well maintained, clean and neat in appearance and kept in good repair at Homeowner's expense. All electrical, water, sewer, and gas connections must be kept in a good and leakproof condition at all times and in compliance with all state and local laws or regulations. Any additions to a mobilehome (porches, sun rooms, sheds, cabanas, air conditioners, water softeners, *etc.*) must be approved by Management, and then submitted to the proper regulatory agency for any necessary permits.

8.2 The utility pedestals (water and utility hookups) must be accessible at all times. If one of the Park's water or electricity shut-off valves, or sewage line access is located on Homeowner's Homesite, it must be kept uncovered and accessible at all times. Homeowner must not connect, except through existing electrical or natural gas outlets or water pipes on the Homesite, any apparatus or device for the purpose of using electric current, natural gas or water.

8.3 Homeowner is financially responsible to maintain, repair and replace (as necessary) Homeowner's 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 following: Homeowner's mobilehome, all accessory equipment and structures, walkways, plants, any banks or slopes located on Homeowner's Homesite and any utility connecting lines from the meter or utility pedestal to Homeowner's mobilehome

8.4 Homeowner will properly maintain the exterior paint on Homeowner's mobilehome, accessory structures and equipment. Proper maintenance includes, but is not limited to, repainting the exterior whenever the paint begins to fade, peel, flake, chip or deteriorate in any other manner that detracts from the aesthetic beauty of the Park. Approval by Management must be obtained prior to any painting.

8.5 If any portion of the exterior of the mobilehome or its accessory equipment, structures, or appliances or Homesite is damaged, the damage must be repaired, reconstructed or restored by Homeowner within 30 days of the date of such damage. This includes, but is not limited to, damage to the siding, awning supports, down spouts, skirting, porch or storage shed. If the damaged mobilehome or its accessory equipment structures or Homesite is not repaired, reconstructed, or restored within such 30 day period, then Management may require Homeowner to remove the mobilehome from the Park at Homeowner's expense. Upon such removal, Homeowner will continue to be bound to perform all of Homeowner's obligations under the Rental Agreement, unless Homeowner has given Management 60 days written notice that Homeowner is vacating the tenancy.

9. MANAGEMENT'S RIGHT OF ENTRY: Management may enter Homeowner's Homesite or mobilehome in the case of an emergency, if Homeowner has abandoned Homeowner's mobilehome or as otherwise permitted under the MRL or other applicable laws. Management may enter the Homesite to (a) perform any act necessary to protect the Park; (b) maintain any utilities located on the Homesite; or (c) perform any maintenance Homeowner is required under the Rental Agreement or these Rules to perform but has failed to perform.

10. ACCESSORY EQUIPMENT AND STRUCTURES:

10.1 The installation of all appliances, accessory equipment and structures on an incoming mobilehome by a Homeowner must be completed within 60 days of the date Homeowner signs the Rental Agreement or first occupies the mobilehome, whichever is earlier.

10.2 Building permits, licenses and other similar permission from government or quasi-governmental bodies or agencies must be obtained, if required, before installation or construction of any accessory equipment or structures. All such equipment and structures must comply with all applicable federal, state and local laws and ordinances.

10.3 Prior to commencing a new installation of or a change in any accessory equipment and structures or a change in any appliance which is connected to the gas, electric or water supply, Homeowner must submit a written plan describing in detail the accessory equipment and structures which Homeowner proposes to install or change for approval of Management. Such a plan must include, but may not be limited to, dimensions of the mobilehome, placement of the mobilehome on the Homesite, and proposed placement of accessory any equipment or structure in relation to lot lines and all other structures.

10.4 Only accessory equipment and structures which are prefabricated or otherwise manufactured may be installed on a Homesite. No "homemade" structure is permitted, but accessory equipment and structures which are constructed to contractor standard may be permitted with approval of Management.

10.5 Any accessory equipment or structures which do not comply with these Rules must be removed by Homeowner within 10 days of receipt of written notice from Management.

10.6 There are mobilehome and Homesites in the Park which contain accessory equipment and structures which no longer conform to present Park standards and Rules. Therefore, Homeowner may not assume Homeowner's plans will be approved because the plans conform to accessory equipment and structures existing on other mobilehomes or Homesites.

10.7 The standards set forth below apply to the installation or replacement of the following specific types of accessory equipment or structures:

10.7.1 Any air conditioner or evaporative cooler installed in a mobilehome must be in good operating condition and must not make excessive noise that will be disturbing to any other Homeowner. Condensation accumulation from any air conditioner or evaporative cooler must be piped away from the mobilehome and not allowed to fall onto the ground beneath the mobilehome.

10.7.2 Porches and patios are required and must be constructed under permit and meet the appropriate governmental building codes. Porches must be of a material approved by Management and match the exterior material of the mobilehome. Porches must be a minimum size as determined by Management. Unless made of masonry or redwood, surfaces of porches, patios and steps must be covered with outdoor carpet or other material approved by Management. All steps must be of good manufactured quality and side faced to match the mobilehome exterior. All steps have approved handrails, as required by law. The temporary steps provided by the mobilehome dealer must be removed from the Homesite no later than 60 days from the date the mobilehome is moved into the Park.

10.7.3 Roll-up, aluminum wind screens or privacy enclosures are permitted on Homesites with prior written approval of Management; however, temporary, roll-up sun shades (such as plastic, canvas, clothes, bamboo or matchstick blinds) are not allowed. Shrubbery or small trees may also be used for windbreaks or privacy.

10.7.4 All mobilehomes must have exterior siding that is either painted or stained wood, Masonite, horizontal house type siding or stucco. All colors must be approved by Management.

10.7.5 Homeowners may be required to install a carport, which 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.

10.7.6 Skirting and awnings are required on all mobilehomes. An awning must cover any patio, which 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. Skirting may be of Masonite, masonry or other approved material, which matches the siding of the mobilehome.

10.7.7 All mobilehomes must have fascias (unitizing) that blend with the roofing and siding materials and tie into the awnings in such a manner as to eliminate a line of demarcation between the mobilehome and awnings. This fascia must be installed completely around the perimeter of the mobilehome. Where the mobilehome is joined at the roof, the fascia must be of the same material as the roof.

10.7.8 All roofing materials on carports and storage sheds, as well as replacement roofs on mobilehomes, must be non-glare aluminum, composition asphalt shingles or tile.

10.7.9 All mobilehomes must be fitted with rain gutters and downspouts which extend to the ground and drain water to the street.

10.7.10 Each Homeowner must install and maintain a manufactured home earthquake-resistant bracing system in compliance with California Health and Safety Code Sections 18613.5 & 18613.7 and Title 25 of California Code of Regulations Sections 1370, *et seq.*

10.7.11 Each Homeowner may install up to 2 storage buildings on the Homesite which must not exceed a combined floor area of 100 square feet. Management must approve the type of storage building and where the storage building will be placed on the Homesite.

10.7.12 Homeowner must obtain the approval of Management before erecting any fence on Homeowner's Homesite. Short brick or block decorative walls, between 24 inches and 36 inches may be installed from the rear lot line to the street on either side of Homeowner's mobilehome. However, any such fence or wall must be placed inside Homeowner's lot line and not infringe on any adjacent Homesite or Park common area.

10.7.13 No permanent flagpoles are permitted. Only small flagpoles which are 4 feet in length or less and are designed to be mounted on the front of the mobilehome are allowed.

10.7.14 No pool or spa may be installed on a Homeowner's Homesite without approval of Management.

11. ANTENNAS AND SATELLITE DISHES: Homeowner must abide by the following standards regarding the installation of any exterior satellite dish or antenna on Homeowner's Homesite:

11.1 Only satellite dishes with a diameter or diagonal measurement of one meter, approximately 39 inches or less will be approved by Management. Any approved satellite dish must not be visible from the streets or common areas of the Park and must be located on the ground to the rear of Homeowner's mobilehome, unless such location interferes with the quality of reception.

11.2 Any installed satellite dish must be properly maintained.

11.3 An installer (including Homeowner) of a satellite dish must indemnify or reimburse the Park for any loss or damage caused by the installation, maintenance, use or removal of the satellite dish.

11.4 Television antennas must be located to the rear of the mobilehome (away from the street) and may not extend more than 3 feet above the highest point on Homeowner's mobilehome, unless such location interferes with the quality of reception. Any antenna or reception device must be properly installed and secured to comply with all laws, codes and manufacturer instructions.

11.5 Other than for television, all other antennas (including, but not limited to, ham radio and CB antennas) may be permitted in the Park with the approval of Management.

11.6 Cable television service is available through the local service provider.

12. LANDSCAPING

12.1 Landscaping of unlandscaped Homesites or changes to existing landscaping must be completed within 90 days of the date Homeowner signs the Rental Agreement or first occupies the mobilehome, whichever is earlier.

12.2 Prior to commencing any landscaping, including changes to existing landscaping, Homeowner will submit a detailed landscaping plan to Management for approval.

12.3 Any landscape changes made by a Homeowner already residing in the Park must be completed with 60 days of approval.

12.4 Any landscaping installed by Homeowner without the approval of Management and/or in violation of these Rules must be removed by Homeowner within 10 days of written notice from Management.

12.5 There are Homesites within the Park which may have landscaping which no longer conforms to present Park standards and these Rules. Therefore, a Homeowner may not assume Homeowner's plans will be approved because the plans conform to existing landscaping.

12.6 The following general landscaping standards are provided only to assist Homeowners with preliminary planning:

12.6.1 Evergreen grasses, ground covers, flowers and small shrubs are generally acceptable and Homeowner is encouraged to install and maintain same.

12.6.2 Homeowner must not, without approval by Management, remove any plants when Homeowner vacates the Park.

12.6.3 The use of any manures or odorous chemical fertilizer is expressly prohibited.

12.6.4 Waterfalls, statuary and other forms of décor will be permitted only with the approval of Management.

12.6.5 Some form of planted ground cover, acceptable by Management, is required.

12.6.6 Bark, wood chips, decorative rock (no larger than $\frac{3}{4}$ inch) with an underlining of black plastic or weed control paper, may be used by Homeowner. All decorative rock must be washed frequently. Additional bark, wood chips and/or rock must be added as necessary to insure that there is sufficient materials at all time to adequately cover the areas over which the bark, wood chips, or rock is spread.

12.6.7 Homeowners may not plant any trees without the approval of Management. No large trees or tall planting are permitted. However, a small tree may be planted on Homeowner's Homesite with the approval of Management. Management retains the option to determine the location of and the type of tree which may be planted. In no event may any tree be planted within 6 feet of any lot line or in the vicinity of any underground utility system.

12.6.8 No plant, tree, or shrub may be planted which has a root structure that may cause any damage including, but not limited to, cracking or buckling of streets, driveways or other Park Facilities or which may interfere with any underground utility system.

12.6.9 Small vegetable or fruit gardens not to exceed 100 square feet are permissible in the rear of the Homesite provided they are not visible from the Park streets. Homeowner must contact Management to determine whether the vegetables or plants they intend to plant are permissible, as several varieties of plants may infringe on a neighbor's property or are unsightly and are expressly prohibited.

12.6.10 The Park has an extensive network of underground utilities. To avoid damage to underground utilities, any digging, driving rods or stakes into the ground or trenching must be approved by Management. Homeowner is liable for any damage or injury incurred as a result of digging, trenching, or grading of any area around the mobilehome or any deviation from any plan submitted for the approval to Management. Homeowner will also bear the cost of repairs to any utilities or Park property damaged by Homeowner.

12.6.11 It is the responsibility of Homeowners to assist Management in assuring the natural flow and drainage of water on the Homesite. This requires that Homeowners not impede the natural flow and drainage of water or contribute to the buildup of water. Homeowners are required to use proper irrigation techniques. The existing drainage pattern and grading of the Homesite may not be changed without the approval of Management. Homeowner is responsible for insuring that water drains away from Homeowner's mobilehome into the street, but not onto other Homesites or Park common areas. Homeowner may be required to correct improper drainage at Homeowner's expense including, but not limited to, re-leveling or otherwise adjusting Homeowner's mobilehome or repairing and/or replacing any improvements. Additionally, it is suggested that Homeowners "level" the coach on a consistent basis.

12.7 All landscaping including, but not limited to, shrubs, vines, bushes, lawns located on Homeowner's Homesite must be well maintained by Homeowner. Such maintenance includes, but not be limited to:

12.7.1 The frequent, at least twice a month, mowing of any lawns.

12.7.2 Homesite must be kept free of weeds and debris at all times.

12.7.3 The trimming of all shrubs, vines, and bushes in a manner that maintains an attractive shape and prevents such plants from blocking a neighbor's view or from being excessively high or brushing against a neighbor's mobilehome or awning. In no event will Homeowner's landscaping be allowed to over-hang onto another Homesite or any common areas of the Park, to exceed the height of Homeowner's mobilehome, or to obscure the vision of persons driving in the Park.

12.7.4 When vacationing or absent for any other reason, it is the responsibility of the Homeowner to arrange for someone to water and maintain the Homesite.

12.7.5 Homeowner will not trim trees or shrubs on Park property other than on his or her Homesite with the approval of Management.

13. RECREATIONAL FACILITIES:

13.1 Recreational Facilities are provided for the exclusive use of Homeowners, Residents and their accompanied Guests.

13.2 Hours for the Recreational Facilities and additional rules and regulations governing the use of the Recreational Facilities are posted in and about the facilities and are incorporated into these Rules by reference.

13.3 No drinking of alcoholic beverages is allowed in or around the Recreational Facilities including, but not limited to, the swimming pool, playground, basketball court, or any related streets and parking areas. No glassware or soft drink bottles may be taken into the Recreational Facilities.

13.4 No gambling is permitted at any time. However, bingo is allowed if organized by the Park Resident's Committee, the approval of Management, and if bingo games are conducted in compliance with applicable law.

13.5 Persons in swimming suits or trunks, wet or dry, will not be allowed in the clubhouse or other Recreational Facilities. Homeowners must wear a shirt at all times in the clubhouse and other Recreational Facilities. Footwear must be worn in all Recreational Facilities.

13.6 If billiards is provided at the Park, no Homeowner may have more than 2 Guests at anytime in the billiard room, unless approval by Management is obtained. There is a maximum of 2 games if other Homeowners are waiting to play.

13.7 If shuffleboard is provided at the Park, Homeowners are to wear rubber soled shoes when playing shuffleboard. There is a maximum of 2 games if other Homeowners are waiting to play.

13.8 Smoking is not permitted in the clubhouse or any other enclosed area of the Park's Facilities.

13.9 No one may put their feet against the wall, windows or tables within the Recreational Facilities.

13.10 Screaming, running, horseplay and loud noises are not allowed in the Recreational Facilities.

13.11 Recreational Facilities and swimming pool rules may be changed or revised upon 60 day's notice to Homeowners.

13.12 Radios, CD players, boom boxes, televisions and other such entertainment devices are not permitted in the Recreational Facilities of the Park, unless used with earphones.

13.13 Homeowners wishing to reserve the clubhouse or room in the clubhouse for private parties, meetings or other functions must apply by making arrangements with Management 2 weeks in advance. If the date does not conflict with any other applications, requests, social events or planned use of the facilities and upon approval by Management, the request will be granted. During such a scheduled event or party, the clubhouse facilities will reasonably be open to other Homeowners and their Guests. There will be no charge for the use of the clubhouse; however, Homeowners will be required to pay for any additional cleaning that may be necessary after the function or for any damage that may occur.

13.14 Those scheduling a function will be responsible for normal cleanup immediately after the event or party. All such functions must be carried on in full compliance with these Rules, all applicable laws and any other residency documents of the Park. Homeowners are required to provide Management with sufficient information relating to the function so Management may fully evaluate the function.

14. LAUNDRY FACILITIES:

14.1 The laundry facilities are provided for the exclusive use of Homeowners and Residents.

14.2 Laundry hours are posted in the laundry facilities. Laundry facilities may be closed from time to time at Management's discretion for cleaning or repairs.

14.3 Washers, dryers, and all other laundry facilities are to be cleaned by Homeowners, inside and out, immediately after use. Clothes are to be removed from dryers as soon as they are dry. Dyeing may not be done in the washers. The laundry is to be in a clean, neat and orderly condition. Pet laundry may not be done in the washers.

14.4 Clotheslines are provided in the laundry area. No other clotheslines are permitted in the Park.

14.5 Additional Rules governing the use of the laundry facilities are posted at the laundry facility and are incorporated herein by reference.

15. PETS:

15.1 Approval to keep a house pet in the Park must be obtained from Management before a pet is obtained. A house pet is defined as a pet that spends its primary existence within the mobilehome. Management reserves the right to deny a specific pet if the proposed pet poses a threat to the health and safety of other Homeowners or Residents.

15.2 Pets will not be allowed to cause any unreasonable disturbance, annoyance or harm. If a Pet causes any unreasonable disturbance, annoyance or harm including, without limitation, excessive barking, growling, biting or any other unreasonable noises or damage to property, permission to keep the pet may be revoked.

15.3 No more than 2 pets are allowed per mobilehome.

15.4 The types of pets permitted are: dogs, cats, small birds, fish and other usual household pets as may be approved by Management. Only small and medium sized cats and dogs (which at maturity do not exceed 18 inches in height, when measured at the shoulders when in a standing position) are permitted. Aggressive breeds of dogs (including, but not limited to, pit bulls, pit bull mixes, chows, *etc.*) are expressly prohibited.

15.5 Non-house pets (including farm animals) are prohibited under any circumstances. Strange and exotic pets (including, but not limited to, snakes) are not permitted.

15.6 If a pet is lost or dies, approval to acquire a new pet must be obtained from Management.

15.7 If any of these Rules regarding pets is violated and Management notes such violation or a valid complaint is made by another Homeowner or Resident, the Homeowner or Resident who owns the pet will receive an official notice in writing stating that the right to keep a pet within the Park is terminated.

15.8 No exterior pet housing is permitted within the Park. This includes, but is not limited to, any type of confining barricade (fence) or structure.

15.9 Guests are not permitted to bring any pet into the Park without the prior written approval of management.

15.10 Feeding of stray dogs, cats and other wild animals within the Park is prohibited.

15.11 Tying up pets outside the mobilehome and leaving them unattended is also prohibited. Homeowner or Resident must be outside and visible at all times while a pet is tied up.

15.12 Pets must be walked on a short leash. Pets, including cats, are not allowed to roam free within the Park. Any pet found, without proper tags, roaming the community may be impounded and taken to Animal Control at the pet owner's expense.

16. PARKING:

16.1 Up to 2 "permitted vehicles" (defined below) may be parked on a Homeowner's Homesite. All vehicles defined as "other vehicles" or in excess of 2 must be parked outside the Park. The parking of more than 2 vehicles on a Homesite also requires the approval of Management. Any vehicle parked in Homeowner's driveway may not extend beyond the front of Homeowner's mobilehome or in any marked fire lanes.

16.2 "Permitted vehicles" specifically include sports cars, coupes, sedans, vans, station wagons, pickup trucks under 1 ton, or sport utility vehicles. "Permitted vehicles" do not include "other vehicles" such as campers, buses, trucks and other commercial vehicles of every kind and description, boats, trailers, (except the mobilehome occupied by Homeowner), RV's (except the RV occupied by Homeowner), dune buggies, motor scooters, minibikes, mopeds, and other two or three wheeled motorized or self-propelled transportation.

16.3 Notwithstanding anything contained in these Rules to the contrary, 1 motorcycle may be parked on Homeowner's Homesite if used by the Homeowner on a daily basis. Permission to park a motorcycle does not relieve Homeowner of the obligation to abide by all other Rules relating to motorcycles.

16.4 Parking is permitted only in designated areas. Unless otherwise posted or permitted by these Rules, no parking, including parking recreational vehicles, is permitted on the streets of the Park, except for the purpose of loading and unloading and only during the hours of 7:00 AM to 9:00 PM. Vehicles belonging to repairmen, delivery persons, health care pick-up or delivery services, or Park employees may be parked for longer periods of time on the street immediately adjoining the Homesite where repairs are being performed or where services are being provided.

16.5 Vehicles parked on Homeowner's Homesite may only be parked on the driveway and not on the landscaped or other areas of the Homesite. Parking is not permitted on vacant Homesites.

16.6 Guests may only park in designated Guest parking spaces or on the host Homeowner's Homesite. Because of the limited parking facilities, traffic congestion and noise, Management reserves the right to restrict the number of Guests bringing vehicles into the Park.

16.7 Homeowner may use designated Guest parking spaces if Homeowner is using the Recreational Facilities. Otherwise, Homeowner may not park in spaces designated for Guests without the approval of Management.

16.8 Any vehicle parked in violation of these Rules or in violation of signs posted throughout the Park may be towed from the Park at the expense of the vehicle's owner in accordance with the MRL.

16.9 Sleeping in vehicles is prohibited.

16.10 No vehicle may be "stored" on a Homesite. Storage includes, but is not limited to, parking of an inoperative vehicle for a period exceeding 2 weeks, the parking of an operative vehicle that is not used for a period exceeding 4 weeks or the parking of more than one vehicle for the purpose of selling such vehicle as part of a commercial activity. However, Homeowners may leave their vehicle in their parking space while on vacation.

16.11 No permanent parking of trailers, utility trailers, recreational vehicles, trucks larger than 1 ton or boats is permitted in the driveways or in street parking areas. Permanent parking includes, but is not limited to, parking for a period exceeding 24 hours or parking on the Homesite or street more than 5 times in any one month, except for short periods (10 minutes for loading or unloading a car, and 1 hour to load or unload a RV or boat) for loading and unloading, and provided that such parking does not interfere with access to any mobilehome or to the Park Facilities.

17. MOTOR VEHICLES AND BICYCLES WITHIN THE PARK:

17.1 No vehicle leaking oil or any other substances or fluids is allowed within the Park. Any vehicle dripping oil or gasoline must be repaired immediately. A drip pan may be used if cleaned regularly.

17.2 No maintenance, repair or other work of any kind on any vehicle, boat or trailer (other than the mobilehome Homeowner resides in) may be done on the Homesite or in any parking area. The car wash area (if one is provided) is available for car repairs of minor nature. No major repairs may be done within the Park (even in the car wash area) without the approval of Management. This includes, but is not limited to, the changing of oil. Any repair work approved by Management must be completed on the same day it is undertaken.

17.3 Vehicles may not be washed in Homeowner's driveway or carports area, or in the street in front of a Homeowner's Homesite.

17.4 For the safety of Homeowners, Residents and their Guests, no vehicle may be driven in an unsafe manner within the Park. All traffic signs must be obeyed.

17.5 Pedestrians, electric golf carts, personal mobility scooters, and all forms of wheel chairs are given the right of way within the Park.

17.6 No vehicle may be operated within the Park by any person who is not properly licensed. All vehicles must be registered and licensed for street usage.

17.7 Excessively noisy vehicles are not permitted within the Park.

17.8 Motorcycles, motor scooters, mini bikes, mopeds and other 2 and 3 wheel motorized vehicles entering or leaving the Park must be driven by the most direct route between the Park's entrance and Homeowner's Homesite and may not otherwise be driven on any other street in the Park. All such vehicles must be equipped with mufflers or other necessary noise suppressing devices. Furthermore, all such vehicles must be licensed street legal and driven by a licensed driver only.

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

17.10 Bicycles must be equipped with a light on the front and a reflector in the rear if driven at night or at dusk.

17.11 All persons under the age of 16 must wear a helmet when riding a bicycle within the Park or as otherwise required by applicable law.

17.12 Vehicles are not permitted within the Park unless they are regularly maintained in a normal operating condition and are neat and clean in appearance. This includes, but is not limited to, vehicles whose exterior appearance has deteriorated to a point where they are unsightly and detract from the appearance of the Park, or vehicles which contain unsightly loads that are visible to other persons.

18. GARBAGE AND TRASH DISPOSAL:

18.1 Garbage and recycling must be wrapped and, with other refuse, be placed in plastic trash bags and kept inside the mobilehome or storage shed until deposited in the designated disposal bins. Garbage and recycling are not to be left outside of mobilehome at any time unless in a container approved by management; such a container must be emptied at least once per week.

18.2 Sanitary and health laws must be obeyed at all times.

18.3 Combustible, noxious, or hazardous materials should be removed from the Park and not placed in disposal bins.

18.4 All furniture including but not limited to mattresses, box springs, couches, chairs, dressers, and coffee tables or any appliances may not be placed in disposal bins.

18.5 Lids on the disposal bins are to be kept closed. At no time must bins be so loaded with landscaping and pruning matter or other materials as to render the disposal of garbage impossible by other residents. Materials must not be left outside of the disposal bins.

18.6 Bringing trash from outside the Park to dump in the Park's disposal bins is not permitted.

18.7 The local refuse hauler picks up trash periodically.

19. HAZARDOUS SUBSTANCES:

19.1 For the purpose of these Rules, "hazardous substances" refers to any flammable, combustible, explosive or toxic fluid, material, chemical, or substances (including, but not limited to, paint, motor oil and other vehicle fluids, herbicides, insecticides, poisons, chemicals or other toxic material.

19.2 No hazardous substances may be stored on a Homesite, except those customarily used for normal household purposes (and then only in quantities reasonable necessary for normal household purposes), which shall be properly stored within the mobilehome and/or storage buildings.

19.3 Homeowner must not dispose of any hazardous substances under or about Homeowner's Homesite, other Homesites, Park Facilities or any other area within the Park, (including, but not limited to, the sewer system or other drainage areas, the street gutter, the driveway areas or the ground beneath Homeowner's mobilehome, accessory equipment or elsewhere on the Homesite).

19.4 If Homeowner stores or disposes of hazardous substances under or about the Homeowner's Homesite or elsewhere within the Park, Homeowner must immediately and in accordance with applicable laws remove the hazardous substances at Homeowner's own expense. If Homeowner fails to remove the hazardous substances within 10 days after Management gives Homeowner written notice to remove the hazardous substances, the actual cost of such removal will be immediately due and payable to Management. Homeowner agrees to indemnify the Park and Management against, (and hold the Park and Management harmless from) any loss, liability, damage or expense including, without limitation, reasonable attorneys' fees, which (either directly or indirectly) the Park and/or Management may incur or suffer by reason of the storage or disposal by Homeowner of any hazardous substances on or under Homeowner's Homesite, other Homesites or any other areas within the Park.

20. ADVERTISEMENTS:

20.1 All exterior advertising signs including, but not limited to, for sale signs, open house signs and garage sale signs, are prohibited. However, Homeowner may place a sign in the window of Homeowners mobilehome, on the side of the mobilehome or in front of the mobilehome facing the street stating that the mobilehome is for sale or exchange. Such sign must not exceed the dimensions permitted by the MLR and must state only the name, address and telephone number of the owner of the mobilehome or Homeowner's agent.

20.2 The Park bulletin boards may be used by Homeowner for no longer than 7 days to advertise the sale of a specific item or items.

20.3 "Patio sales", "garage sales", and "yard sales" are expressly prohibited. "Moving Sales", "estate sales: and Park-Wide "garage sales" are only permitted with the approval of Management.

21. SECURITY: The Park is not a gated or secured Community. Any existing or new structure or services including, but not limited to, perimeter fencing or the locking of any Park Facility, will be construed as adding to the comfort and lifestyle of Homeowners and Residents and does not guarantee or imply any security.

22. EXTERIOR LIGHTING: Any light bulb used on the exterior of Homeowner's mobilehome may only be a maximum of 60 watts and must be aimed only to portions of Homeowner's Homesite and not to any other Homesite or mobilehomes. Only UAL approved Christmas lights and decorations may be used on Homeowner's Homesite. Any decoration and/or lights used on the outside of Homeowner's mobilehome must be UAL approved and their age subject to the approval of Management. Christmas lights and decorations may be displayed only after Thanksgiving, but no later than mid January. In no event may Christmas lights and decorations be left up any other time of the year.

23. MOBILEHOME RESALE:

23.1 Homeowner must notify Management at least 60 days prior to the intended date of sale of Homeowner's mobilehome. Management will notify the Homeowner in writing of any repairs or maintenance needed if the mobilehome is to remain in the Park.

23.2 "For Sale" signs are permitted only as allowed by law, as described in California Civil Code Section 798.70. No other signs are permitted. No "real estate caravans" are permitted in the Park.

23.3 Management reserves the right to require removal of a mobilehome upon resale in order to upgrade the Park in conformance with the MRL.

23.4 Before the sale of a mobilehome has been completed, the prospective Homeowner (*i.e.*, buyer) must be accepted as a tenant of the Park in writing by Management. In addition, a Rental Agreement and these Rules, as may be amended, must be signed by the prospective Homeowner. Failure of the prospective Homeowner to comply with this Rule will result in the denial of entry into the Park. A prospective Homeowner may not commence occupancy of a mobilehome until accepted by Management and a Rental Agreement and these Rules are signed and the sale is completed.

24. SUBLEASING: Subject to the approval of Management, Homeowner may only sublease Homeowner's mobilehome if the mobilehome serves as the Homeowner's primary residence and if a medical emergency or medical treatment requires the Homeowner to be absent from the Mobilehome, as confirmed in writing by the Homeowner's attending physician. Any sublease must be at least six months, unless Management approves a shorter term, but no longer than 12 months, unless Management approves a longer term. Any approved subtenant must comply with these Rules and the Homeowner will remain liable for rent and any other charges due.

25. RIGHTS OF HEIR OR JOINT TENANT:

25.1 An heir, joint tenant, or personal representative of an estate who gains ownership of a mobilehome located in the Park through the death of a Homeowner has the right to sell the mobilehome to a third party in accordance with applicable law, but only if all the Homeowner's responsibilities and liabilities to the Park regarding rent, utilities, and reasonable maintenance of the mobilehome and Homesite have been satisfied. If the heir, joint tenant, or personal representative of the estate does not satisfy the Homeowner's responsibilities and liabilities to the Park, Management has the right to require the removal of the mobilehome from the Park.

25.2 If the heir, joint tenant, or personal representative of the estate desires to establish a tenancy in the Park, that individual must comply with these Rules, as well as go through the Park's regular application procedure and be approved by Management prior to moving in.

26. ZONING AND CONDITIONAL USE PERMIT INFORMATION:

26.1 The nature of the zoning under which the Park operates is as follows: "RT" (Mobilehome Park).

26.2 The date of expiration or renewal of any Conditional Use or other permits required to operate the Park which are subject to expiration or renewal as follows: The Park is not operating pursuant to a Conditional Use Permit which has an expiration date.

26.3 The duration of any agreement of the Park or any portion thereof in which the Park is a lessee is as follows: The Park is not subject to any underlying ground lease.

26.4 If a change occurs concerning the zoning permit under which the Park operates or an agreement in which the Park is a lessee, all Homeowners will be given written notice within 30 days of such change.

27. FIXTURES: All landscaping and structures or other improvements permanently attached to or embedded in the ground become a part of the realty upon their installation and belong to Owner. Upon Homeowner vacating the Homesite, such improvements will remain upon and be surrendered with the Homesite. Management may, however, at its sole option, permit or require Homeowner to remove, at Homeowner's sole expense, said improvements. Homeowner will repair any damage to the Homesite caused by the removal including, but not limited to, the filling in and leveling of holes or depressions and will leave the Homesite in a neat and uncluttered condition with the Park's original engineered grade intact.

28. SOLICITATION: "Throw-away" newspapers, distribution of handbills and door-to-door selling or solicitations are not permitted without the approval of Management. All salespeople must make individual appointments with the Homeowner concerned or interested.

29. PARK OFFICE AND COMPLAINTS:

29.1 Except in an emergency, please do not telephone or contact Management after normal business hours. The Park’s office phone is for business and emergency use only.

29.2 Except for emergencies, all complaints must be in writing and signed by the person making the complaint.

29.3 All Community business is conducted during posted office hours.

29.4 Please do not go to the Manager’s home unless for an extreme emergency. For utility problems after hours, please use the emergency utility pager to contact the Manager.

29.5 Homeowner must not request maintenance personnel to perform jobs for Homeowners, nor will Homeowner give instructions to Park maintenance personnel. All repair or maintenance request must be submitted in writing to Management.

29.6 No tools or equipment are provided or loaned by Management to Homeowners or Residents.

30. SPECIAL RULES INCORPORATED BY REFERENCE: Other rules of conduct concerning the use of the Park’s Facilities are posted throughout the Park and by this reference are incorporated herein as though set forth in full. Homeowners, Residents and Guests must read and follow the posted rules. The MRL is also incorporated herein by reference as though set forth in full.

31. CAPTIONS: The titles of paragraphs in these Rules are for identification only. Homeowners, Residents and Guests should read the complete text of all paragraphs in order to fully understand these Rules or to find answers to particular questions.

32. MISCELLANEOUS: These Rules will be governed by and construed under the laws of the State of California. If any provision of these Rules is invalid or contravenes California law, such provision will be deemed not a part of these Rules and will not affect the validation or enforceability of the remaining provisions.

I have read the above Rules and acknowledge receipt of a copy of same and agree to comply with them and accept them in full.

Homeowner’s/Resident’s Signature

Date

Homeowner’s/Resident’s Signature

Date

Homeowner’s/Resident’s Signature

Date

Homeowner’s/Resident’s Signature

Date

Homesite No. _____