

RULES AND REGULATIONS
of
Garden West Estates



Equal Housing Opportunity

**We do business in accordance with
Federal and State Fair Housing Law**

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1. INTRODUCTION.

The following Rules and Regulations are a part of and are legally incorporated into your Rental Agreement, as provided by the Mobilehome Residency Law. Please read the Rules and Regulations carefully and keep them on file, as they constitute a binding agreement between you and your landlord, the ownership and management of the Park. Furthermore, these Rules and Regulations will apply to any resident, guest, invitee, legal owner, registered owner, junior lienholder, heir, joint tenant, or personal representative of the estate of the Homeowner(s) or any other person or party who gains ownership of homeowner's mobilehome pursuant to the Mobilehome Residency Law or other California law. The management will interpret and enforce these Rules and Regulations in a reasonable manner.

2. DEFINITIONS.

The definitions set forth below shall apply unless the context indicates that a different meaning is intended:

- A. "Park" means Garden West Estates.
- B. "Owner" means the owner of the Park and may include the Park Management.
- C. "Resident" is a homeowner or other person who lawfully occupies a mobilehome in the Park. A prospective homeowner or any person who has not been approved for tenancy or residency by the Park Management shall not be deemed a "Resident."
- D. "Guests" includes all of Homeowner's visitors who do not stay with him or her for more than twenty (20) consecutive days or a total of thirty (30) days in a calendar year.
- E. "Park facilities" means those services and facilities of the Park generally available to Residents and their Guests.
- F. "Homesite" means the real property rented to Homeowner by Owner. The boundaries of the real property rented to Homeowner shall be the lesser of either: (1) the lot lines as determined by a governmentally approved survey or by a recorded plot plan; or (2) the apparent physical boundaries of the homesite as they exist at the time the rental agreement is/was entered into.
- G. "Homeowner" is a person who has a tenancy in a mobilehome park under a rental agreement with Owner. Only a registered owner of a mobilehome lawfully installed in the Park may be a Homeowner. Only Homeowners have tenancy rights in the Park. Rights of all other occupants expire with the tenancy rights of the Homeowner.
- H. "Park Management's approval" or "approval of Park Management," "Park Management's consent" or "consent of Park Management" or other similar phrases as

used in these Rules and Regulations or in other documents referred to in these Rules and Regulations mean that the Park Management's prior written approval must be obtained by Homeowner before Homeowner commences any such action requiring Park Management's approval. If Park Management's prior written approval is required, Homeowner shall submit a written request to Park Management which describes the action Homeowner proposes to take and requests Park Management to give prior written approval.

3. COMPLIANCE WITH LAW AND RULES AND REGULATIONS.

A. Residents and Guests shall comply with these Rules and Regulations. Each term of this document is a material term of the tenancy and failure to comply with any term stated herein is grounds for termination of tenancy.

B. Residents and Guests agree to abide by and conform with all federal, state, and local laws, regulations, codes, and ordinances while in and about the Park.

C. Park Management will attempt to promptly, equally and impartially obtain the cooperation and compliance of all Residents with respect to the Rules and Regulations and other conditions of residency. Resident recognizes, however, that Park Management's ability to obtain compliance is dependent upon a number of factors, including the cooperation of all Residents and their Guests. Resident agrees, therefore, that the enforcement of the Rules and Regulations and conditions of tenancy are a private matter between Park Management and each Resident individually. Resident agrees that he/she is not a third party beneficiary of any other agreement between Owner/Park Management and any other Resident in this Park.

D. Resident agrees that Park Management will not be responsible to Resident for normal, day-to-day events or disturbances that may arise in any residential neighborhood.

E. Resident agrees Owner shall be entitled, in addition to all other remedies allowed by law, to injunctive relief including, but not limited to, restraining Resident from continuing to breach any of these Rules and Regulations, and/or from allowing an act or condition violative of these Rules and Regulations to exist or continue to exist, including when caused by Guests.

4. PARK PERSONNEL.

Owner shall be represented by Park Management, including a Resident Manager, who is vested with all the legal right and authority to enforce the Rules and Regulations on behalf of the Park's Owner.

5. NO SECURITY GUARDS OR SERVICES TO BE PROVIDED.

Owner will not provide any security personnel, security guards or security services with respect to the Park and is not responsible or liable for any criminal acts

which occur in the Park, and, to the extent permitted by law, Resident hereby waives all claims against Owner and/or Park Management relating thereto.

6. GUESTS

A. A Guest is a person who stays with Homeowner a total of twenty (20) consecutive days or less, or a total of thirty (30) days or less in a calendar year (hereinafter "grace period"). Any person staying beyond the grace period will be required to complete an application, go through the screening process and if approved, added to the lease.

B. Before any additional person (other than the ones listed on the last page of Homeowner's rental agreement) may stay longer than the grace period and/or is permitted to reside with Homeowner, Homeowner must insure that each such person complies with the following: (1) register with Park Management; (2) complete an application for tenancy; (3) be approved by Park Management as a Homeowner or Resident; and (4) sign a copy of the then current Rules and Regulations and execute all other residency documents as required by Park Management.

C. Homeowner agrees to acquaint all Residents and Guests with the conditions of tenancy of the Park, including, but not limited to, the Park's Rules and Regulations. Homeowner is responsible for all the actions and conduct of Residents and Guests and all other persons residing with or visiting Homeowner.

D. Homeowner may have a live-in caregiver upon providing management with verification of disability and disability-related need. No fee shall be charged for caregivers, however, caregivers shall register with and be approved by Park Management and shall sign a copy of the then current Rules and Regulations. Caregivers will not have any rights of tenancy in the Park and must vacate immediately upon the death of the Homeowner and/or the sale or transfer of the mobilehome by the Homeowner with whom they are residing and/or if the Homeowner no longer occupies the Homesite.

E. Park Management reserves the right to determine whether the Park's recreational and other facilities can accommodate all the Residents and their Guests; therefore, Park Management may refuse any Guest access to said facilities if the Guest's presence would unreasonably detract from the use and enjoyment of these facilities by other Residents and Guests who are then using the facilities.

F. A Guest is permitted to use the recreational facilities only while accompanied by a Resident.

G. If a Resident will not be present, then no Guests may occupy or otherwise use the mobilehome or the Homesite without Park Management's consent.

7. MOBILEHOME STANDARDS.

A. Mobilehomes. To insure architectural compatibility, aesthetics, and the quality of the Park, all incoming mobilehomes must be in good condition, must be approved by Park Management, and must have detachable hitches. For existing homes, hitches must be removed upon resale. Furthermore, Homeowner is responsible for determining that Homeowner's mobilehome (as well as all appliances and additional equipment used on or at the Homesite) is compatible with the electrical and other utility services of the Park.

B. Mobilehome Sizes. All mobilehomes in the Park shall conform in size to the requirements of the Homesite on which they are placed as established by Park Management. Placement of mobilehomes shall be determined by Park Management.

C. Mobilehome Occupancy. The number of Residents of a mobilehome shall be limited to two (2) persons per the number of bedrooms present in the mobilehome, plus one (1) additional Resident, unless approved in advance in writing by Park Management and otherwise allowed by law and applicable building codes.

D. Accessory Equipment and Structures. The installation of all appliances, accessory equipment and structures on incoming mobilehomes shall be completed by Homeowner within sixty (60) days after the date Homeowner signs the Park's rental agreement.

(1) Building permits, licenses, and other similar documentation from government or quasi-governmental bodies or agencies must be obtained by Homeowner as applicable, before any installation or construction begins, including of accessory equipment and structures. All mobilehomes, equipment, and accessory structures must comply with all federal, state and local laws and ordinances, including, but not limited to, Title 25 of the California Code of Regulations.

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

(3) Only accessory equipment and structures which are prefabricated or otherwise manufactured may be installed on Homeowner's homesite. No "homemade" structure is permitted, but accessory equipment and structures which are constructed to contractor standards may be permitted with prior written approval of Park Management.

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(4) Any accessory equipment or structure not in compliance with the Park's residency documents shall be removed by Homeowner within seven (7) days after written notice.

(5) If Homeowner does repair or replace Homeowner's mobilehome or any existing accessory equipment, or if Homeowner adds any new improvements or accessory equipment, the standards for incoming mobilehomes and for accessory equipment and structures must be met. All such repair, replacement or installation shall be completed within sixty (60) days after written approval by Park Management.

(6) Homeowner is cautioned that there are mobilehomes and homesites in the Park which contain accessory equipment and structures which no longer conform with present Park Rules and Regulations; 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.

(7) Uncured code violations shall be grounds for termination of tenancy, including code violations cited by appropriately experienced private contractors and public agencies.

(8) Homeowner shall request written approval from Park Management to install accommodations or modifications for the disabled, which improvements shall be subject to applicable code and permit requirements. Park Management may require the removal of such improvements upon resale of the mobilehome by written agreement with the Homeowner prior to resale.

E. Standards for Incoming Mobilehomes and for New Construction and Installation of Accessory Equipment and Structures. The following are the applicable standards for specific equipment and structures for all incoming manufactured homes and for all new construction and installations (including repairs and replacements):

(1) Electrical Appliances. Due to the potential for overloading of the Park's electrical system, the installation of electric heat pumps and other major appliances must be approved by Park Management prior to installation. Park Management may require removal of any appliances (including, but not limited to, air conditioning units) that, in Park Management's reasonable discretion, adversely affect the utility systems of the Park. No water softener which discharges into the Park's sewer system is permitted.

DUE TO THE LIMITED CAPACITY OF THE PARK'S SEWER SYSTEM, HOMEOWNER MUST RECEIVE PRIOR APPROVAL BEFORE INSTALLING ANY WASHING MACHINE, GARBAGE DISPOSAL OR DISHWASHER. TO INSURE ACCEPTABLE LOADS TO THE SEWER SYSTEM, HOMEOWNER'S APPLICATION FOR APPROVAL FOR THESE APPLIANCES MAY BE DENIED.

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(2) Air Conditioners. Because the capacity of the Park's electrical system is extremely limited, no additional air conditioners may be installed at the Park. Evaporative (swamp) coolers are permitted provided the cooler is in good operating condition and does not make excessive noise that will be disturb any other Resident.

(3) Porches and Patios. Porches and patios are required and must be constructed under permit and meet the applicable governmental building codes. Porches must be of an approved material matching the exterior material of the mobilehome. Porches shall be a minimum size as determined by Park Management. Unless made of masonry, surfaces of porches, patios and steps must be covered with outdoor carpet or other Park-approved material. All steps must be of good manufactured quality and side faced to match the mobilehome's exterior. Steps must have approved handrails, as required by law. The temporary steps provided by the mobilehome dealer must be removed from the homesite no later than sixty (60) days after the date the mobilehome is installed in the Park.

(4) Sunshades, Windscreens and Privacy Screens. Roll-up, aluminum wind screens or privacy enclosures are permitted on Homeowner's Homesite with prior written approval of Park Management; however, temporary, roll-up type sun shades (such as plastic, canvas, cloth, bamboo or matchstick blinds) are not allowed. Shrubbery may also be installed by Homeowner for windbreaks or for privacy, subject to the landscaping rules below.

(5) Siding. 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 Park Management.

(6) Carports. Homeowner is 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.

(7) Awnings. Awnings are required on all mobilehomes. Any patio must be covered by an awning 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. Nothing may be attached to upright supports of either a patio cover or carport.

(8) Skirting. Skirting is required on all mobilehomes and may be of Masonite, masonry or other approved material, which matches the siding of the mobilehome; no corrugated or slatted metal, plastic or fiberglass is permitted. Skirting must have a removable access panel not less than four square feet (4 sq.') in size (with no dimension less than eighteen inches (18")); such access panel must be kept closed. There must also be sufficient opening for cross-ventilation in the area beneath Homeowner's mobilehome, pursuant to Title 25 of the California Code of Regulations.

(9) Facias and Flashing. All mobilehomes shall have facias (unitizing) that blend with the roofing and siding materials and shall tie into the awnings in such a

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manner as to eliminate a line of demarcation between the mobilehome and the awnings. This fascia shall be installed completely around the perimeter of the mobilehome. Where the mobilehome is joined at the roof, the fascia shall be of the same material as the roof.

(10) Roofing. 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.

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

(12) Earthquake Bracing. If Homeowner installs a manufactured home earthquake-resistant bracing system, such system must be installed and maintained in compliance with the California Health & Safety Code and Title 25 of the California Code of Regulations and other applicable law.

(13) Exterior Storage Buildings. Homeowner may install up to two (2) storage buildings, which shall not exceed a combined floor area of one hundred twenty square feet (120 sq.'). Park Management must approve the type of storage building(s) and where the storage building(s) will be placed.

(14) Fences. Fences are only allowed on the rear two thirds of the lot and may not extend past the front end of the mobilehome, nor across the front of the driveway. Fences must be made of Park-approved materials. No chicken wire or chain link is allowed. Prior written approval by Park Management is required before any fence is erected.

(15) 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:

(a) Only satellite dishes with a diameter or diagonal measurement of one meter (approximately thirty-nine inches (39")) or less will be permitted. Any permitted 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 Homeowner's mobilehome, unless such location interferes with the quality of reception, in which case, approval of Park Management is required for placement.

(b) Any installed satellite dish must be properly maintained by Homeowner.

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

(d) Television antennas must be located to the rear of the mobilehome (away from the street) and may not extend more than twelve feet (12') 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.

(e) Other than for television, all other antennas (including, but not limited to, ham radio and CB antennas) are prohibited in the Park.

(f) Cable television service is available through the local service provider. Homeowners make their own contracts and pay directly to the service provider.

(16) Flagpoles. No permanent flagpoles are permitted. Only small flagpoles, which are four feet (4') in length or less and are designed to be mounted on the outside of the mobilehome are allowed.

(17) Spas. No spa pool may be installed on the Homesite without prior submission of a plan to and approval by Park Management. Manufacturer specifications must be followed, and a locking cover must be in place when the spa is not in use.

(18) Water Softeners. Any water softener which discharges into the Park's sewer system is prohibited.

F. Special Standards. In order to maintain the aesthetic beauty of the Park, Park Management retains the right to impose additional reasonable standards on those Homeowners who have corner Homesites or Homesites in unique locations.

8. LANDSCAPING.

A. With respect to trees, shrubs and landscaping in the common areas of the Park, Park Management shall be solely responsible for planting, trimming, pruning, upkeep, and removal.

B. Landscaping of unlandscaped Homesites or changes to existing landscaping shall be completed within ninety (90) days after the date Homeowner signs the Park's rental agreement. Prior to commencing any landscaping, including changes to existing landscaping, Homeowner shall submit a detailed landscaping plan to Park Management for approval. No Homeowner may ever plant or remove a tree without first obtaining written permission from Park Management.

(1) All landscape changes made by Homeowners already residing in the Park must be completed within sixty (60) days of approval by Park Management.

(2) Any landscaping which has been installed by Homeowner without Park Management approval and/or in violation of these Rules and Regulations must be removed by Homeowner within seven (7) days after written notice.

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(3) Any irrigation system must have prior written approval of Park Management.

(4) Homeowner is cautioned that there are homesites within the Park which may have landscaping which no longer conforms with present Park standards and Rules and Regulations. Therefore, Homeowner may not assume Homeowner's plans will be approved because the plans conform to existing landscaping.

C. The following general landscaping standards must be followed:

(1) Only live plants may be used.

(2) Evergreen grasses, ground covers, flowers, and small shrubs are generally acceptable.

(3) Homeowner shall not, unless prior written authorization is given by Park Management, remove any plants upon Homeowner vacating the Park.

(4) Park Management expressly prohibits the use of any manures or odorous or hazardous chemical fertilizers.

(5) Waterfalls, statuary and other forms of decor will be permitted only with Park Management's approval.

(6) Some form of planted ground cover approved by Park Management is required.

(7) Redwood bark, wood chips or decorative rock (no larger than 3/4"), with an underlining of black plastic for weed control, may be installed by Homeowner. All decorative rock must be washed frequently. Additional bark, chips and/or rock must be added as necessary, to insure that there is sufficient material at all times to adequately cover the area over which the bark, chips, or rock is spread.

(8) No large trees and/or tall plantings are permitted. However, a small tree (which, at maturity, may not exceed eight feet (8') in height) may be planted on Homeowner's Homesite only with prior written approval of Park Management. Park 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 six feet (6') of any lot line or in the vicinity of any underground utility system or in any unapproved location.

(9) 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 community facilities or which may interfere with any underground utility system.

(10) Small vegetable or fruit gardens not to exceed one hundred square feet (100 sq.') are permissible in the rear of the Homesite providing they are out of view from the Park streets. Homeowner must contact Park Management to determine

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whether the vegetables or plants they intend to plant are permissible, as several varieties of plants that may infringe on a neighbor's property or are unsightly may be prohibited.

(11) To avoid damage to underground utilities, Homeowner must have Park Management's consent before digging or driving rods or stakes into the ground. Homeowner shall bear the cost of repairs to any utilities or Park property damaged by Homeowner.

(12) The existing drainage pattern and grading of the Homesite may not be changed without Park Management's advance written consent. Homeowner is responsible for insuring that water does not pond or stand and drains away from Homeowner's mobilehome into the street, but not onto other homesites or 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.

D. All landscaping on the Homesite, including, but not limited to, shrubs, vines, bushes and lawns, shall be well maintained by Homeowner. Such maintenance shall include, but not be limited to:

(1) The frequent, at least once each week, mowing of any lawns.

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

(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 shall Homeowner's landscaping be allowed to over-hang onto another Homeowner's 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.

(4) Homeowner shall be responsible for the maintenance of any tree located on Homeowner's Homesite, unless Homeowner has given written notice to Park Management (or unless Park Management has determined) that the tree poses a specific hazard or health and safety violation; upon such a determination, park management shall only be responsible for the pruning, trimming and/or removal of such tree.

(5) Homeowner will not trim trees or shrubs on Park property other than on his or her Homesite without Park Management's written consent.

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

(7) Homeowner must be careful when using water to maintain Homeowner's landscaping. To prevent the waste of water, nuisance to other Residents,

or damage to real or personal property, water must be conserved and not permitted to overflow into the Park's streets or onto other homesites.

9. GENERAL MAINTENANCE OF HOMESITE.

A. Storage. Storage of anything beneath, behind or on the outside of the mobilehome is prohibited. This includes, but is not limited to, storage of boxes, trunks, wood, pipe, bottles, garden tools, mops, ladders, paint cans or any item which is unsightly in appearance.

(1) Only outdoor patio furniture and barbecues approved for use by Park Management may be used on the patio, porch, yard or other portions of the Homesite.

(2) No towels, rugs, wearing apparel or laundry of any description may be hung outside of the mobilehome at anytime.

B. Maintenance and Appearance of Homesite. Homeowner shall at all times maintain Homeowner's mobilehome and Homesite in a clean, neat, and sanitary condition, and shall cause all rubbish and other debris to be removed from Homeowner's mobilehome and Homesite on a regular basis. Homeowner is financially responsible to maintain, repair and replace (as necessary) Homeowner's mobilehome and all accessory equipment and structures, and Homeowner must keep said property 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, plantings, and any banks or slopes located on Homeowner's Homesite; any utility connecting lines from the meter or utility pedestal to Homeowner's mobilehome.

(1) Exterior Painting. The exterior paint on Homewoner's mobilehome, accessory structures and equipment shall be properly maintained. Proper maintenance shall include, but not be limited to, the repainting of the exterior whenever the paint begins to fade, peel, flake, chip or deteriorate in any other manner that detracts from the aesthetic beauty of the Park. Written approval must be obtained from Park Management prior to any painting. Any change in color requires advance approval of Park Management.

(2) Concrete. All concrete, asphalt and other surfaces shall be kept clean and maintained free of oil and all other sticky or oily or hazardous substances.

(3) Driveway and Street Area. Individual driveway maintenance shall be Homeowner's responsibility, unless the driveway was installed by the Park. Homeowner shall keep the street area in front of their Homesite free from debris.

(4) Damage. If any portion of the exterior of the mobilehome or its accessory equipment, structures, or appliances or the homesite is damaged, the damage must be repaired or replaced by Homeowner within sixty (60) days. This

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includes, but is not limited to, damage to the siding, awning supports, down spouts, skirting, porch, and/or storage shed. If Homeowner's mobilehome has not been repaired, reconstructed, or restored within the 60-day period after work has been commenced on it, then Homeowner shall remove the mobilehome from the Park at Homeowner's expense. Upon such removal, Homeowner shall continue to be bound to perform all of Homeowner's obligations under the Rental Agreement, until such time as a replacement tenant begins paying rent.

(5) Maintenance by Park Management. If Homeowner fails to do so, Park Management shall have the right to maintain the Homesite and charge Homeowner a reasonable amount for such maintenance after 14-day Notice, under Civil Code, section 798.36(a), of the Mobilehome Residency Law.

(6) Personal Property Removal and Storage by Park Management. If Homeowner fails to do so, Park Management shall have the right to remove and store personal property improperly stored on the Homesite and charge Homeowner a reasonable amount for removal and storage after 14-day Notice, under Civil Code, section 798.36(b), of the Mobilehome Residency Law.

C. Hazardous Substances. Anything which creates a threat to health and safety shall not be permitted on the Homesite or in the Park.

(1) For the purpose of this provision, "hazardous substance" refers to any flammable, combustible, explosive or toxic fluid, material, chemical, or substance (including, but not limited to, paint, motor oil and other vehicle fluids, herbicides, insecticides, poisons, chemicals and/or other toxic materials).

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

(3) Homeowner shall not dispose of any hazardous substances on, under or about Homeowner's Homesite, other homesites in the Park, the Park's common areas, or any other area of the Park (including, but not limited to, the sewer system or other drainage areas, the street gutters, the driveway areas or the ground beneath Homeowner's mobilehome, accessory equipment, or elsewhere on or about the Park's premises).

(4) In the event Homeowner stores or disposes of hazardous substances under or about Homeowner's Homesite or elsewhere in Park, Homeowner shall immediately and appropriately remove and dispose of the hazardous substances at Homeowner's own expense. If the Resident fails to remove the hazardous substances from the Park within seven (7) days after Park Management gives Homeowner written notice to remove the hazardous substances, the actual cost of such removal shall be immediately due and payable to Owner. Homeowner agrees to indemnify and defend Owner against and hold Owner harmless from any loss, liability,

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damage or expense, including, without limitation, reasonable attorneys' fees, which (either directly or indirectly) Owner 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 in the Park, or any other areas of the Park.

D. Utility Pedestals. The utility pedestals (water and utility hookups) must be accessible to Park Management and utility company personnel at all times. If one of the Park's water shut-off valves is located on Homeowner's Homesite, it must be kept uncovered and accessible at all times. Homeowner shall not connect, except through existing electrical or natural gas outlets or water pipes on the Homesite, any apparatus or device for the purposes of using electric current, natural gas or water. All drain and line connections must be gas and water tight.

E. Licenses and Fees. All mobilehomes within the Park must bear a current license and decal issued by the appropriate agency of the State of California. Any fee, tax, or registration charge for Homeowner's mobilehome by any county, state or federal agency must be paid by Homeowner. Homeowner shall provide to Park Management, on seven (7) days' written notice, a copy of the registration card issued by the Department of Housing and Community Development for the mobilehome occupying the Homeowner's Homesite, which proof Park Management may demand periodically.

F. Exterior Lighting. Any lightbulb 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, but not to any other homesite or mobilehome. Only UL approved holiday lights and decorations approved by Park Management shall be used on Homeowner's Homesite. Any decoration and/or lights used on the outside of Homeowner's mobilehome must be UL approved and are subject to Park Management's approval.

G. Mailboxes. Mail will be delivered by the United States Postal Service to mailboxes located throughout the Park. Individual mailboxes shall be Homeowner's responsibility and shall be maintained in good condition, including, but not limited to, periodic cleaning and repainting as necessary.

H. Garbage and Trash Disposal. Garbage must be wrapped and, with other refuse, must be placed in plastic trash bags and kept inside the mobilehome or storage shed in an approved container.

(1) Health and safety laws and reasonable sanitary practices must be obeyed at all times.

(2) Combustible, noxious, or hazardous materials must be removed from the Park and not placed in Homeowner's or Park's refuse or recycling containers.

(3) All garbage and refuse must be stored in garbage containers with tight-fitting lids.

(4) Bringing trash from outside the Park to dispose of in Park's or Homeowner's trash containers is not permitted.

(5) Trash will be picked up periodically by the local refuse hauler. A maximum of two (2) approved containers may be placed at the Homeowner's Homesite curbside; no materials may be left outside of the two approved containers per Homesite. Empty trash containers must be promptly removed from the street and stored in a storage shed or otherwise not be visible from the street or an adjacent mobilehome.

10. ADVERTISEMENTS.

A. All exterior advertising signs, including, but not limited to, for sale signs, open house signs and garage sale signs, are prohibited, except:

(1) Resident may place a sign in the window of the 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 shall not exceed the dimensions permitted by the Mobilehome Residency Law; such sign shall state only the name, address and telephone number of the owner of the mobilehome or Homeowner's agent;

(2) A political campaign sign relating to a candidate for election to public office or to the initiative, referendum, or recall process in the window or on the side of the mobilehome, not to exceed six square feet and not to be displayed prior to 90 days before the election or fifteen days after the election to which the sign applies.

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

C. "Patio sales," "moving sales," and "yard sales" are expressly prohibited.

11. ENTRY UPON RESIDENT'S HOMESITE AND INTO MOBILEHOME.

Park Management shall have a right of entry upon the Homesite for maintenance of utilities, trees, and driveways, for maintenance of the Homesite where the Homeowner fails to maintain the Homesite in accordance with these Rules and Regulations, and for the protection of the Park at any reasonable time, but Park Management may not do so in a manner or at a time which would interfere with the Homeowner's quiet enjoyment. Park Management may enter a mobilehome without the prior written consent of Homeowner in the case of an emergency or when Homeowner has abandoned the mobilehome, or at any time with Homeowner's prior written consent.

12. RECREATIONAL FACILITIES.

A. Recreational facilities are provided for the exclusive use of Residents and their accompanied Guests.

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B. Hours for the recreational facilities and additional rules and regulations governing the use of the recreational facilities are posted in and about the facilities and are incorporated into these Rules and Regulations by reference.

C. No drinking of alcoholic beverages is allowed in or around the recreation area or building, except at special functions approved in advance by Park Management. If alcoholic beverages are to be consumed, a liability insurance binder shall be required. No glassware or glass bottles may be taken into the recreation areas.

D. No gambling will be permitted in the Park at any time. However, bingo is allowed if written approval is given by Park Management, and if bingo games are conducted in compliance with applicable law.

E. Persons in swimming suits or trunks, wet or dry, will not be allowed in the clubhouse. All persons must be fully clothed at all times in the clubhouse and other Park buildings. Footwear must be worn in all Park buildings at all times.

F. No Homeowner may have more than two (2) guests at anytime in the recreational facilities, unless permission is granted by Park Management.

G. Smoking is not permitted in the clubhouse and other enclosed areas of the Park's common facilities.

H. No one may put their feet against the wall, windows or tables within the recreational areas.

I. Any loud or boisterous conduct or any conduct which disturbs others is not allowed in the recreational areas.

J. Recreational facilities and swimming pool rules may be changed or revised upon sixty (60) day's written notice to Homeowner.

K. Radios, CD players, boom boxes, televisions, and other such entertainment devices are not permitted in the pool area, the clubhouse, and recreational facilities of the Park, unless used with earphones so as not to disturb others.

L. Residents wishing to reserve the clubhouse or rooms in the clubhouse for private parties, meetings or other functions must apply by making arrangements with Park Management at least two (2) weeks in advance. The date must not conflict with any other applications, social events or planned use of the facilities. During such a scheduled event or party, the reserved clubhouse facilities will not be available to other Residents or Guests.

There will be no charge for the use of the clubhouse; however, those scheduling the function will be required to pay for any damage that may occur and will be responsible for normal cleanup immediately after the event. All such functions must be carried on in full compliance with these Rules and Regulations, applicable law, and the

other residency documents of the Park. Homeowner is, therefore, required to provide Park Management with information relating to the function so that Park Management may evaluate the function for approval.

13. SWIMMING POOL AND SPA RULES.

A. Persons using the pool and spa do so at their own risk. There is no lifeguard on duty.

B. All persons must shower before using the swimming pool or spa.

C. Swim fins, diving masks, rubber floats, and the like are not permitted in the pool or spa.

D. Only manufactured swimwear in good condition may be used. No cutoffs or other similar "homemade" swim wear is permitted.

E. Children under fourteen (14) years of age may not use the swimming pool or spa unless accompanied by an adult 18 years of age or older.

F. Guests are not permitted to use the swimming pool or spa unless accompanied by a Resident..

G. All persons who are incontinent must wear appropriate waterproof undergarments when using the pool and/or spa.

H. Smoking and alcoholic beverages are prohibited in the swimming pool and spa.

I. For protection of deck furniture, towels must be placed over chairs when using suntan oil, creams, or lotions. No person may enter the swimming pool or spa with suntan oil or suntan products on her/his body.

J. No one with an infectious disease or open wound or sore will be permitted in the swimming pool or spa.

K. Shoes or sandals must be worn to and from the pool/spa area.

L. Park Management reserves the right to limit the use of the pool and spa at any time. Homeowners are responsible for the conduct of their co-Residents and Guests.

M. No glass containers of any kind are permitted in the pool/spa area.

N. Pool/spa hours and additional pool/spa rules are posted in the pool/spa area and are incorporated herein by this reference.

14. REST ROOM AND SHOWER FACILITIES.

A. Rest rooms and showers are provided for the exclusive use of Residents and their accompanied Guests. These facilities are available for showering before and/or after using the swimming pool or as a rest room for persons using the laundry room or swimming pool. At all other times, Resident is to use the bathroom(s) located in Resident's mobilehome.

B. These facilities will be closed from time to time at Park Management's discretion for cleaning and repairs.

15. LAUNDRY FACILITIES.

A. The laundry facilities are provided for the exclusive use of Residents of the Park.

B. Laundry hours are posted. These facilities will be closed from time to time at Park Management's discretion for cleaning and repairs.

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

D. Additional rules and regulations governing the use of the laundry and its facilities are posted and are incorporated herein by reference.

16. PARKING.

A. Only "permitted vehicles," up to a total of two (2), may be parked on Homeowner's Homesite, and all vehicles defined as "other vehicles" or in excess of two (2) in number must be parked outside of the Park. Any vehicle parked in Homeowner's driveway may not extend beyond the front of Homeowner's mobilehome.

(1) "Permitted vehicles" specifically include cars, sports cars, coupes, sedans, vans, station wagons, pickup trucks under one (1) ton, or sport utility vehicles registered to Residents. Not included as permitted vehicles are "other vehicles," such as campers, buses, trucks and other commercial vehicles of every kind and description, boats, trailers, "RVs," dune buggies, motor scooters, minibikes, mopeds and other two and three wheeled motorized or self-propelled transportation. (Motorized wheelchairs or other such mobility devices are permitted.)

(2) Notwithstanding anything contained herein to the contrary, one (1) motorcycle may be parked on Homeowner's Homesite if used by a Resident on a daily basis. The permission to park a motorcycle does not relieve Resident of the obligation to abide by all other rules and regulations relating to motorcycles.

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B. Parking is permitted only in designated areas. Unless otherwise posted or permitted by these Rules and Regulations, no parking, including the parking of recreational vehicles, is permitted on the streets of the Park, except for the purpose of loading and unloading and only between the hours of 7:00 a.m. to 9:00 p.m. Vehicles belonging to repairmen, delivery persons, health care personnel 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. Someone with a key to the vehicle must be available at all times.

C. 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.

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

E. Resident may use the guest parking if the Resident is using the recreational facilities. Otherwise, Resident may not park in spaces designated for Guests without Park Management's approval.

F. Vehicles are not permitted in the Park unless they are regularly maintained in normal operating condition and are neat, clean, and well-maintained 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.

G. Park Management may cause the removal of a vehicle from Homeowner's driveway or designated parking space following the posting of a seven (7) day notice of management's intent to remove the vehicle. If the Homeowner does not cure the violation within seven days, Park Management will cause the removal of the vehicle. If the vehicle is removed by the Homeowner following posting of a seven day notice but later returned to the property without curing the violation, no further notice will be issued by Park Management before removal of the vehicle.

H. Park Management may remove any vehicle from the Park, including the Homeowner's driveway or designated parking space, if the vehicle poses a danger to the health and safety of individuals at the Park. In such cases, the seven (7) day notice requirement contained above in Paragraph C does not apply.

I Sleeping in vehicles of any type is prohibited.

J. No automobile may be "stored" on the Homesite. "Storage" shall include, but not be limited to, the parking of an inoperative vehicle for a period exceeding two (2) weeks, the parking of an operative vehicle that is not used for a period exceeding four (4) weeks, or the parking of more than one vehicle for the purpose of selling those

vehicles as part of a commercial activity. However, Residents may leave their vehicle in their parking space when on vacation.

K. No permanent parking of trailers, trucks larger than one (1) ton or boats is permitted in the driveways. Permanent parking shall include, but not be limited to, parking for a period exceeding 24-hours or parking on the Homesite or street more than five (5) times in any one month, except for short periods (maximum1 hour) for loading and unloading.

L. A limited number of parking spaces are available for travel trailers, boats, campers, trucks and extra cars on a first come first served basis. By providing such spaces to the Residents, Park Management is providing a service, but is not under any obligation to provide such a service. Therefore, Park Management may impose an additional fee and a separate written agreement for the storage of any vehicle, boat or trailer.

M. No vehicle leaking oil or any other substances or fluids shall be allowed in the Park. Any car dripping oil or gasoline must be repaired immediately. A drip pan may be used temporarily if cleaned and emptied regularly. Cars may only be washed in one of the designated car wash areas. No maintenance, repair or other work of any kind on any vehicle, boat or trailer may be done on the Homesite or in the Park without Park Management's consent. This includes, but is not limited to, the changing of oil.

17. OPERATION OF MOTOR VEHICLES AND BICYCLES.

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

B. Pedestrians, electric carts, and bicycles shall be given the right-of-way.

C. No vehicle may be operated in the Park by any person who is not properly licensed. All vehicles operated within the Park must be currently registered and licensed for street usage, proof of which may be periodically required by Park Management.

D. Excessively noisy vehicles are not permitted in the Park.

E. Motorcycles, motor scooters, minibikes, mopeds or other two and three wheel motorized vehicles entering or leaving the Park must be driven by the most direct route between the Park's entrance and the Homesite and may not otherwise be driven on any other street in the Park. All such vehicles shall be equipped with mufflers or other necessary noise suppressing devices. All such vehicles shall be licensed street legal and driven by a licensed driver only.

F. Bicycles may only be driven on the roadways and not on sidewalks, grass, vacant homesites or any other paved area.

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

H. Skateboard riding and roller skating are not permitted in the Park.

18. CONDUCT.

A. Actions by any person of any nature which may be dangerous or may create a health and safety issue or disturb others are not permitted. This includes, but is not limited to, any disturbing or excessive noise, harassment, discrimination, threatening or causing harm to persons or property, fighting, illegal conduct under any state, federal, or local law or regulation, profanity, obscenity, nuisance, or rude, boisterous, objectionable or abusive language or activity. The use and/or display of any weapon, including, but not limited to, a bow and arrow, BB guns, knives, fireworks and guns, are expressly forbidden. Persons under the influence of alcohol or any other substance shall not be permitted in any area of the Park which is generally open to Residents and their Guests.

B. Residents may be subject to eviction for substantial annoyance to other residents upon the Park premises.

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

D. Residents and their Guests shall not encroach or trespass on any other Resident's homesite or upon any area which is not open for general use by Residents and their Guests. All Park property which is not open for the use of Residents and their Guests, including, but not limited to, gas, electric, water and sewer connections and other equipment connected with utility services and tools and equipment of Park Management, storage areas, and park-owned mobilehomes, shall not be entered, used, tampered with or interfered with in any way by Residents or their Guests.

E. Homeowners must acquaint all Residents and Guests of the mobilehome with the Park's Rules and Regulations.

F. The Park's roadways and parking areas shall not be used for recreational activities, except for bicycling in accordance with general bicycle safety.

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

H. The violation of any law or ordinance of the city, county, state or federal government will not be tolerated. No acts shall be permitted which would place the Park Management in violation of any law or ordinance, including without limitation code violations.

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I. Homeowner is responsible for the actions and conduct of all other occupants of Homeowner's mobilehome. Such responsibility shall include, but not be limited to, financial responsibility for any breakage, damage, destruction, or vandalism of the Park's recreational facilities and common areas and other personal and real property.

J. The mobilehome and Homesite shall be used only for private residential purposes. Any business or commercial activity of any nature conducted thereon shall be conducted in accordance with applicable law, including licensing. Such business or commercial activity may not increase the burden on Park services or facilities, such as parking, trash, and utilities, or affect the quiet enjoyment of other Residents.

19. PETS AND ASSISTIVE ANIMALS.

A. Homeowner is allowed to keep two pets on Homeowner's Homesite. No additional pets are allowed. Park Management must approve all pets before application to rent is accepted. After Homeowner moves into the Park, a pet may not be acquired without prior written approval from the Park Management.

B. The types of pets permitted are: a domesticated bird, cat, dog, or aquatic animal kept within an aquarium. Only medium-sized cats or dogs are permitted.

The following Breeds (100% Purebred or Partial Breed) are prohibited.

- | | |
|-----------------------|----------------------|
| i.Akita Inu | viii.German Shepherd |
| ii.Alaskan malamute | ix.Great Dane |
| iii.American Bulldog | x.Mastiff |
| iv.Boxer | xi.Pit-bull |
| v.Bullmastiff | xii.Rottweiler |
| vi.Chow Chows | xiii.Siberian Husky |
| vii.Doberman Pinscher | |

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C. Non-house pets (including farm animals) are prohibited.

D. Assistive animals for the disabled are not considered to be pets and are exempt from this Section. However, any assistive animals for the disabled do require prior written approval of management. Verification of disability and/or disability-related need for the animal will be required (unless apparent). Resident will be required to sign reasonable rules of conduct for the assistive animal.

E. Park Management reserves the right to deny a Resident a particular pet if a proposed pet would pose a threat to the health and safety of Residents of the Park.

F. Pet Rules and Regulations . The following rules must be strictly followed by all pet owners:

(1) Each pet must be licensed and inoculated in accordance with applicable law and regulations. Evidence of licensing and inoculation shall be submitted to Park Management within seven (7) days after receipt of written request for such information.

(2) Pets must be on a leash when not inside the mobilehome.

(3) Any pet running loose in the Park will result in a call to Animal Control. Violation of this rule will lead to the loss of the right to maintain a pet and/or to eviction.

(4) Pets will not be allowed to cause any disturbance which might annoy Residents, including, but not limited to, barking, growling, threatening, biting or any other unusual noises or damage. Under no condition is a pet to invade the privacy of anyone's homesite, flower beds, shrubs, etc. Pet owners are responsible at all times for their pets, including injury, destruction, and annoyances to other Residents, and the Park and Park Management shall not be liable for any loss, damage or injury of any kind whatsoever caused by Homeowner's pet.

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

(6) Guests are not permitted to bring any pet into the Park, other than assistive animals for the disabled.

(7) Feeding of stray or non-domestic animals is prohibited.

(8) The tying up of pets outside the mobilehome and/or leaving them unattended is prohibited.

(9) If Homeowner's pet is allowed to exercise in Homeowner's yard or elsewhere, all excrement must be picked up, wrapped in paper or plastic and placed in the trash immediately.

(10) Park Management encourages that pets be spayed or neutered. However, in the event of pet offspring, Park Management must be immediately notified and written permission of Park Management must be obtained for the offspring to stay in the Park for a temporary period not to exceed eight (8) weeks.

20. ZONING AND CONDITIONAL USE PERMIT INFORMATION.

- A. The nature of the zoning under which the Park operates is Residential.
- B. The Park is not operating pursuant to a conditional use permit which has a renewal or expiration date.
- C. The Park is not subject to any underlying lease.

21. RENTING, SUBLETTING OR ASSIGNMENT.

Homeowner shall not assign, rent, sublet, or otherwise transfer Homeowner's mobilehome, the Homesite or any rights or interest that Homeowner may have under Homeowner's rental agreement, except as permitted by the Mobilehome Residency Law and upon the prior written approval of Park Management. In the event of a medical emergency or medical treatment which requires the Homeowner to be absent from his or her mobilehome which is confirmed in writing by an attending physician, renting of the mobilehome or subleasing of the space will be permitted by Park Management, subject to the requirements of Civil Code, section 798.23.5. During the time when Homeowner is not living in the mobile home, Homeowner shall keep his or her current address and telephone number listed with Park Management. Park Management shall require prior written approval a prospective renter or sublessee. If the security deposit has been refunded to the Homeowner, Park Management shall require the Homeowner to resubmit a security deposit, up to the amount of two months worth of rent, which will be kept for the duration of the occupancy of the renter or sublessee. Homeowner shall remain liable for the mobile home park rent and other Park charges. Homeowner may not charge a renter or sublessee more than the amount necessary to cover the cost of the space rent, utilities and loan payments on the mobilehome.

22. FIXTURES.

Homeowner is exclusively responsible for the maintenance of all accessory equipment, structures or other improvements (hereinafter "fixtures") permanently attached to or embedded in the ground at Homeowner's Homesite, whether installed by Homeowner or pre-existing as of the date of commencement of Homeowner's tenancy. Homeowner shall insure that such fixtures are kept in a safe condition and comply with these Rules and Regulations and other applicable law and regulations, and Homeowner shall prevent the deterioration of any fixture and shall be liable for any damage caused by Homeowner's lack of proper maintenance of such fixtures.

All landscaping and structures or other improvements permanently attached to or embedded in the ground at Homeowner's Homesite shall become a part of the realty

upon their installation and shall belong to Owner. Upon Homeowner vacating the Homesite, such improvements shall remain upon and be turned over with the Homesite. Park Management may, however, at its sole option, permit or require Homeowner to remove, at Homeowner's own expense, said improvements. Homeowner shall 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 shall leave the Homesite in a neat and uncluttered condition with the Park's original engineered grade intact.

23. INSURANCE AND INDEMNITY.

Owner does not carry public liability or property damage insurance to compensate Homeowners, Residents, Guests, or any other persons for any loss, damage, or injury, except those resulting from actions where Owner would be legally liable for such loss, damage or injury. Homeowner is responsible for obtaining, at Homeowner's own cost, extended coverage for homeowners, fire, and other casualty insurance on the mobilehome, other improvements and contents to the full insurable value and such other insurance as is necessary to protect Homeowner, Residents, Guests, or any other persons from loss or liability. Homeowner hereby agrees to indemnify and hold harmless Owner from, and to defend Owner against, liability for any action or omission for which Owner is not liable, to the extent allowed by law. Homeowner shall provide to Park Management, on seven (7) days' written notice, proof of Homeowner's insurance policy (or policies) on Homeowner's mobilehome and Homesite. Park Management may demand written proof of insurance periodically, as well as upon Homeowner's application for pets, subleasing (if permitted) and installation of improvements by Homeowner to the Homesite, mobilehome, or its accessory equipment and structures.

24. SOLICITATION.

Distribution of throw-away newspapers, advertising circulars, handbills, and door-to-door selling or solicitation are not permitted without Park Management's approval. Canvassing and legitimate activities regarding mobilehome living and/or for educational and social purposes are permitted, subject to Civil Code, section 798.50.

25. PARK OFFICE, SERVICE REQUESTS, AND COMPLAINTS.

The Park's office phone is for business and emergency use only.

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

B. All Park business is conducted during posted office hours. However, the **EMERGENCY PHONE NUMBER (310) 833-4524** may be called at any time.

C. Homeowner shall not request maintenance personnel to perform jobs for Homeowner, nor shall Homeowner give instructions to maintenance personnel. All

repair, service, or maintenance requests shall be submitted in writing by Homeowner to Park Management.

26. REVISIONS OF RULES AND SEVERABILITY.

A. Park Management reserves the right to add to, delete, amend, and revise these Rules and Regulations from time to time, as well as additional rules and regulations and hours posted in and about the recreational facilities, as provided in Section 798.25 of the California Civil Code.

B. Rules and Regulations applicable to recreational facilities may be amended without Homeowner's consent upon sixty (60) days written notice.

C. Rules and Regulations mandated by a change in the law, including but not limited to, a change in a statute, ordinance, or government regulation, may be amended without Homeowner's consent upon sixty (60) days written notice.

B. If any provision of these Rules and Regulations or any document referred to in these Rules and Regulations shall, to any extent, be held or made invalid or unenforceable, the remainder of these Rules and Regulations shall not be affected thereby, and each provision of these Rules and Regulations shall be valid and enforceable to the fullest extent permitted by law.

27. APPROVAL OF PURCHASER AND SUBSEQUENT HOMEOWNERS.

Homeowner or his or her agent shall give written notice to Park Management of any sale of the mobilehome at least sixty (60) days before the close of the sale. Prior approval of Park Management must be obtained if a prospective purchaser of the mobilehome intends for the mobilehome to remain in the Park. It is the responsibility of the Homeowner that any potential purchaser shall do the following before occupying the mobilehome: (a) complete an application for tenancy (which may include a fee for obtaining a credit report); (b) be accepted for tenancy by the Owner; (c) execute a new rental agreement and other agreements and documents for the tenancy of the Homesite; and (d) execute and deliver to the Owner a copy of the Park's then effective Park Rules and Regulations and other residency documents. In the event the purchaser fails to execute the rental agreement and other Park documents, the purchaser shall not have any rights of tenancy. Purchasers shall provide proof of ownership and current registration to Park Management upon move-in and such proof may be required periodically from Homeowners upon seven (7) days written notice. A list of the other requirements for approval of purchasers of mobilehomes to remain in the Park, as allowed under the Mobilehome Residency Law, may be obtained from Park Management upon request.

Owner may, in order to upgrade the quality of the Park, require the removal of the mobilehome from the Homesite upon its sale to a third party, in accordance with the provisions of the Mobilehome Residency Law and other applicable law and codes,

including without limitation mobilehomes that are in a significantly rundown condition or disrepair, regardless of age.

Upon the sale of Homeowner's mobilehome, Park Management shall require the repair or improvement of the exterior of the mobilehome, its appurtenances and accessory equipment and structures to comply with all applicable law, including local ordinances, state statutes, and regulations. Within ten (10) days of receipt of a written request from Homeowner in connection with a 60-Day Notice to Vacate by Homeowner, Park Management will provide Homeowner with a written summary of required repairs and/or improvements, including citations to applicable law.

28. APPROVAL OF PURCHASER AND SUBSEQUENT HOMEOWNERS AFTER SERVICE OF SIXTY DAY NOTICE TO TERMINATE POSSESSION UNDER CIVIL CODE § 798.55.

A. Upon the service of a sixty day notice to terminate possession ("Sixty Day Notice") under Civil Code § 798.55, Homeowner may remove from the Park or sell Homeowner's mobilehome before the expiration of the Sixty Day Notice period.

B. After the expiration of such Sixty Day Notice period, if the mobilehome has neither been sold nor removed from the Park, Park Management may, at its discretion, require the removal of the mobilehome.

C. If Homeowner chooses to sell the mobilehome before the expiration of the Sixty Day Notice period and have the mobilehome remain in the Park, Homeowner must pay all past due rent and utilities upon the sale of the mobilehome as provided by Civil Code §§ 798.55(b)(1) and (2). In addition, on or before the expiration of the Sixty Day Notice period and before a purchaser may occupy the mobilehome, Homeowner is responsible for the purchaser's completion of all of the following:

(1) Purchaser must complete an application for tenancy (which may include a fee for obtaining a credit report);

(2) Purchaser must be accepted as a tenant by the Owner;

(3) Purchaser must execute a new rental agreement and other agreements and documents for the tenancy of the Homesite;

(4) Purchaser must execute and deliver to the Owner a copy of the Park's then effective Park Rules and Regulations and other residency documents;

(5) **IF THE PURCHASER FAILS TO EXECUTE A RENTAL AGREEMENT, SUCH PURCHASER SHALL HAVE NO RIGHTS OF TENANCY.** The rental agreement, Rules and Regulations and other residency documents signed by the prospective purchaser may be different in their terms and provisions than the rental agreement, the Rules and Regulations, and other residency documents now in effect;

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(6) Any and all appropriate transfer documentation completed, submitted, approved and returned by the Department of Housing and Community Development and deposited into escrow;

(7) All Park approvals for purchaser must be received and deposited into escrow, including without limitation, a fully executed Rental Agreement;

(8) Title to the mobilehome must have transferred into the name of the purchaser; and

(9) Escrow must have closed on the mobilehome.

D. Owner may, in order to upgrade the quality of the Park, require the removal of the mobilehome from the Homesite upon its sale to a third party, in accordance with the provisions of the Mobilehome Residency Law and other applicable law and codes, including without limitation mobilehomes that are in a significantly rundown condition or disrepair, regardless of age.

E. Upon the sale of Homeowner's mobilehome, Park Management shall require the repair or improvement of the exterior of the mobilehome, its appurtenances and accessory equipment and structures to comply with all applicable law, including local ordinances, state statutes, and regulations. Within ten (10) days of receipt of a written request from Homeowner in connection with a 60-Day Notice to Vacate by Homeowner, Park Management will provide Homeowner with a written summary of required repairs and/or improvements, including citations to applicable law.

29. REASONABLE ACCOMMODATIONS FOR DISABLED PERSONS.

The Owner and Park Management comply with all Fair Housing laws and regulations. Accordingly, should any Resident wish to request a reasonable accommodation for disability, please notify management of your request. Management will consider each and every request for a reasonable accommodation and notify you within a reasonable time frame of their decision. Written verification of disability and disability-related need for the accommodation shall be required (unless apparent).

30. PARAGRAPH HEADINGS.

The headings and titles of the paragraphs within these Rules and Regulations are included for purposes of convenience only and shall not affect the construction or interpretation of any of the provisions of said Rules and Regulations.

31. MOBILEHOME RESIDENCY LAW.

Homeowner acknowledges receipt of a copy of the Mobilehome Residency Law.

32. SIGNATURES.

These Rules and Regulations shall be signed by and are binding on all Residents 18 years of age and older.

READ AND ACCEPTED:

SPACE #: _____

Date: _____

HOMEOWNER

Date: _____

HOMEOWNER

Date: _____

RESIDENT

Date: _____

RESIDENT