

RULES AND REGULATIONS
of
FAIRWAY MOBILE ESTATES

These Are the Rules of Fairway Mobile Estates. They Have Been Prepared in Accordance with the Provisions of the Mobilehome Residency Law. Violation of These Rules Will Give Fairway Mobile Estates Cause to Evict Anyone Living in the Mobilehome Pursuant to Section 798.56(d) of the California Civil Code, And/or Cause to Obtain an Injunction Against the Tenant, Enjoining the Homeowner(s) or Their Guests from Further Rule Violation, Pursuant to Section 798.88 of the California Civil Code. A Notice of Violation of These Rules Will Be Sent to Any Registered Owner and Legal Owner of the Mobilehome as Required by the Mobilehome Residency Law. If Any of These Rules Are Unclear, Community Management Should Be Contacted for an Explanation. These Rules May Be Changed from Time to Time after the Community Has Met and Consulted with the Homeowner(s) Under The Provisions of The Mobilehome Residency Law Upon Proper Notice. By Executing The Rental Agreement or Lease to Which These Rules Pertain, Homeowner(s) Acknowledge(s) That They Are in Every Respect Reasonable And "Consent" to Them.

Fairway Mobile Estates Operates as "*Housing For Older Persons*" And Is a Community Designed And Operated Exclusively to Meet The Housing Needs of Older Persons. These Rules And Regulations Are Intended to Protect The Comfort, Health, Happiness, And Investment of Each Resident in The Community as Well as The Interests of The Community Owner in Managing And Operating The Community as a Community For Older Persons. Fairway Mobile Estates Limits Tenancy to Persons Aged 55 Years And Above.

All Rules And Regulations Stated Herein Will Be Applied in a Reasonable Manner.

These Rules Are Prepared in Accordance With The Federal Fair Housing Law And Fairway Mobile Estates Does Not Discriminate Against Any Person Because of Race, Color, Religion, Sex, Sexual Orientation, Disability, Family Status, or National Origin.

FAIRWAY MOBILE ESTATES PARK RULES

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FAIRWAY MOBILE ESTATES
PARK RULES

1. LEASE AGREEMENT

The homeowner shall not violate any terms or conditions of the rental or lease agreement that is in force between the Homeowner and the Community.

The Homeowner must pay all rent, utility and other charges by the 5th day of the month. If these charges are not paid by the 5th day of the month a 6% late fee will be charged to the Homeowner. An assessment of a late charge shall not constitute a waiver of any default by the Homeowner and shall be without prejudice to the right of the Community to seek eviction, rent, damages or other legal remedies or equitable relief. If a check is returned because of insufficient funds or any other reason, there will be an assessment of a \$25.00 service charge.

2. HOUSING FOR OLDER PERSONS

Fairway Mobile Estates is designated as Housing for Older Persons. All mobile homes in the Community must have at least one tenant signed on the lease and permanently residing in the mobile home who is at least 55 years of age. No one residing in the Community, either a Homeowner or a permanent guest, may be younger than 45 years of age, except that a person over 18 years old may provide or receive live-in assistance or health care as permitted by Civil Code §798.34 (c or d). If the Homeowner transfers ownership or possession of the mobile home by sale, gift, inheritance or otherwise, the new resident (s) and all persons who will regularly reside with them must comply with the preceding age restrictions. The Homeowner agrees to provide proof of age to verify compliance with the above provisions.

A. TRANSFER OF OWNERSHIP

At any time a Homeowner wishes to sell their mobile home which is to remain in the Community upon resale, the Homeowner must, prior to selling the mobile home, inform the Community management of their intent to sell. The Homeowner must also ensure that any prospective purchaser makes application for residency and is accepted for tenancy by the Community management prior to the completion of the sale and/or any title changes. If the Homeowner sells their mobile to a prospective tenant prior to their making an application to the Community management and a subsequent application is not accepted, or if the signing of a lease or rental agreement with the Community is not completed, the Homeowner herein shall bear whatever costs the Community may incur, including attorney's fees, in connection with such a transfer of ownership.

B. SUBLEASING

Except as provided in the Civil Code §798.23.5, subleasing or assigning of space or tenancies is permitted only upon showing of necessity. An application must be made in writing to the Community and permission granted in writing must be obtained prior to the advertising of space for subleasing. Permission may be denied at the sole discretion of the Community, but will not be unreasonably withheld upon showing of necessity. Any prospective subtenant must then submit an application to the Community management for approval of their residency. The prospective subtenant must submit along with the application, documentation of the amount and source of their gross monthly income or means of financial support. The Community management may accept or reject the application if the prospective subtenant fails to demonstrate the financial ability to pay the rent and charges of the Community, or if the management reasonably determines that, based on the applicant's prior tenancies or conduct while a guest in the Community, that they will not comply with the rules and regulations of the Community.

At the time of making application to the Community to allow subleasing, the Homeowner must demonstrate by competent evidence the amount of mortgage(s) on the subject

mobile home. The Homeowner may not sublease the mobile home for any amount exceeding the total of the mortgage payment(s), space rent and utilities. Refusal to provide this information and/or the charging of an amount in excess of these requirements will result in the immediate rejection of the application to sublease or termination of the sublease.

As a further condition of accepting an application allowing subleasing the Community, both the Homeowner and the subtenant must agree to sign a three-way agreement with the Community management, whereby subtenant acknowledges and agrees that the subtenant does not have a "tenancy right" in the Community and that they are not a "Homeowner" as defined in Civil Code §798.12 and §798.9, respectively, and the Homeowner acknowledges and agrees to continue primary responsibility for the rent of the mobile space. The term of any sublease may be a month-to-month tenancy only. No one may sublease more than one mobile home at a time in the Community.

C. REPAIRS AND MAINTENANCE

Prior to selling a mobile home, repairs and maintenance may be required by the Community management for the continual upgrading of the park. All repairs to the mobile home or other space and structure maintenance items required by the Community management shall be corrected prior to the listing of the mobile home for sale and are a condition of allowing the mobile home to be sold on-site. Any mobile home that shows visible obsolescence or is in a run down condition or disrepair, if sold, shall remain in the Community only upon repairs, improvements and modernization of the home to a condition in compliance with the Community standards as set forth in these Rules and Regulations. The management reserves its right under Civil Code §798.73 to require removal of the mobile home upon transfer of ownership in order to upgrade the quality of the Community. The Homeowner must make a written request to the Community asking for an itemized summary of needed repairs and/or maintenance that the Community will require prior to the selling of the mobile. Within 10 business days, the Community management shall provide the Homeowner with a written summary of the required repairs and/or improvements to be made to the mobile home, appurtenances or accessory structures which need to be completed prior to the selling of the mobile home.

The Homeowner must inform the Community management of his/her intent to sell and furnish information regarding any agents/brokers working on behalf of the Homeowner. A Homeowner may display signs advertising the sale of their mobile home during the period of time that the mobile home is offered for sale and prior to the actual sale. The sign may not exceed 24" X 36" and shall be displayed in a neat and secure manner posted in front of the mobile home. One sign only may be used which can be of an H-frame or an A-frame design which must face perpendicular to, but not extending into, the street. No handwritten signs are permitted. Open House signs are permitted only on the days a sales representative is on the site and only between the hours of 10:00 am and 4:00pm.

D. SPACE OCCUPANCY

The persons allowed to occupy a space within the Community shall be only those persons listed on the rental agreement. The maximum number of persons allowed to occupy a space shall be limited to two persons per mobilehome bedroom (as originally constructed) plus one additional person, i.e., a mobile manufactured as a 2-bedroom may have no more than five (5) occupants. No other person(s) shall be allowed to reside on the space without the express written permission of the Community or as provided below. The Homeowner shall ensure that at all times during the rental period or renewal of a lease, at least one of the individuals occupying the mobile home must be the legal or registered owner of the mobile home. The space shall be used for residential purposes only and not for any businesses.

Prior to move-in, the registered owner of a mobile home must apply and qualify for tenancy and shall upon acceptance by Community management reside at the mobile home space. Each applicant for tenancy must acknowledge that their application for tenancy will be accepted based solely upon their application and qualifications and not those of any other persons. Each applicant for tenancy must represent in writing to the Community that the leased space (Homesite) is and will be the applicant's permanent and primary place of residency and that no other persons will reside in the mobile home on the leased space without the applicant's present regardless of whether they have been listed on the application or lease agreement as an additional occupant.

E. GUESTS

The Homeowner is allowed to have guests stay at his/her home. All guests, however must agree to abide by all Community rules and must be accompanied by the Homeowner while residing at the Community and/or using the Community's facilities and common areas. The Homeowner is personally responsible for all the actions and conduct of his or her guests, including any children under the age of 18 years old. Children under the age of 14 must be accompanied by an adult at all times when using the Community facilities. Children under 18 years old are allowed a two week visit yearly. If unusual or extenuating circumstances require having a child longer than the two week limit, the tenant must request and obtain prior permission from the Community management before the child arrives. Daily babysitting is allowed with the following restrictions: Only daytime babysitting is allowed with no overnight babysitting. A child being cared for by any tenant relative must be returned to its parents after normal daily working hours according to the child's parents work schedule. A Homeowner is not allowed to have others reside in his/her home during the Homeowner's absence from the Community without the express written permission of the Community management, which may withhold said permission at its sole discretion. If permission is granted, others living in the Homeowner's mobile must abide by all park rules and regulations without exception.

Guests remaining in the Community more than 20 days consecutively are required to register with the Community management and apply for permanent guest status as indicated below. This is to facilitate location in the event of emergencies, for the delivery of mail, or for any other reason as determined by the Community management. All guests who remain in the Community over the 20 consecutive days or for a total of 30 days in any calendar year must meet the applicable age requirements of the Community.

The Community may charge any Homeowner a fee of \$10.00 per day for any guest who stays beyond a period of 20 consecutive days or more than 30 days in any calendar year or an additional charge of \$50.00 per month for any "Permanent Guest" as described below. The only exception to these charges is if the guest is either a member of the homeowner's immediate family as defined in Civil Code §798.35 or is a guest pursuant to Civil Code §798.34 (b, c, or d).

PERMANENT GUESTS

Any Homeowner wishing to have a guest staying as Permanent Guest more than 20 consecutive days or 30 or more days in any calendar year including an immediate family member or guest pursuant to Civil Code §798.34 (b, c or d) must apply to the Community for permission. The Community may reject the application if the management reasonably determines that, based on the Community rules and the applicant's prior tenancies or conduct while a guest in the Community, he or she will not comply with the rules or regulations of the Community. If the application is accepted, the Permanent Guest shall have no rights of tenancy in the Community and shall comply with all the Community's rules and regulations. In the case of a Permanent Guest pursuant to Civil

Code §798.34 (c), the Homeowner shall provide a copy of the physician's written treatment plan and, if required by law, the Permanent Guest shall be a licensed health care provider able to provide the type of required health care referred to in the physician's written treatment plan. A person required to have a license to provide any health care must provide a copy of their license to the Community management at the time of application for guest status. The Community reserves the right to reject any application if this information is not provided at the time the application is presented for approval. All Permanent Guests must sign a separate agreement with the Community acknowledging their status as a guest and not as a tenant and agree to comply with the Community rules, regulations and other conditions of the agreement as a condition of acceptance of their application. ALL PERMANENT GUESTS EXCEPT THOSE UNDER CIVIL CODE, SECTIONS §798.34 (c) and (d) MUST BE AT LEAST 45 YEARS OF AGE.

3. FAIRWAY MOBILE ESTATES REQUIRED PARK STANDARDS

These standards are requirements for mobile homes either being brought into Fairway Mobile Estates and for mobile homes which are currently existing in Fairway Mobile Estates.

A. MOBILE HOMESITES

All mobile homes in place on a home site shall have installed awnings, porches with steps, skirting, coolers and/or a utility shed, if desired, to the satisfaction of the Community management and in accordance with these Rules and Regulations. Within 60 days of placing a mobile home on site, the landscaping of the lot is to be completed according to the written plans which must be previously submitted to and approved by the Community management.

1. AWNINGS

Two awnings are required, a patio awning and a carport awning. Patio awnings must extend from the front edge of the mobile home back to a distance of 30 feet and be a minimum of 8 feet wide if space allows. If space does not allow full coverage, adjustments can be made according to the space available. A carport awning must extend from the street edge of the mobile home back towards the opposite end of the lot at least a distance of 40 feet, if applicable. It must be a minimum of 12 feet wide providing space allowances. All awnings must be of aluminum material with down drain gutters that extend to the drainage area of the lot. They must also have unifying across the street side of the mobile home to the outside edge of the awnings. Aluminum awnings may be used on mobile home windows if the owner desires but are not required by the Community. Under no circumstances are bamboo shades allowed outside the mobile home either for window coverings or as a part of the awnings in the patio. Aluminum foil wrap is not allowed to cover any front or side windows from the inside of the mobile. Sun shades for the inside must be of a commercial sun shade product.

2. SKIRTING

All mobiles must have skirting which can be of manufactured aluminum or the masonite type sometimes referred to as hardy board. Skirting is to match the mobile home siding in design and is required to be completely around the mobile home and painted the same color as the mobile. Brick skirting may be allowed, however, it must have prior approval from the Community management before Homeowner buys it.

3. PORCHES AND STEPS

All mobile homes are required to have two sets of steps with porches or landings, one for the front entrance and one for the carport entrance. The porches must be at least 36" square as required by law, or larger if desired. All must have hand railings 30" high which secure the two outside edges of the

porch and steps. Both sets of porches and steps are to have indoor/outdoor carpeting which is not of the "grassy" type. The coloring should be complementary to the color of the mobile home. The side of the porch platform and steps shall be covered with the same material and painted the same color as the skirting on the mobile home. Bamboo shades are not allowed as shade coverings on or around any porch or steps.

4. **EVAPORATED COOLERS AND/OR AIR CONDITIONERS**

All cooling equipment, either on the mobile roof, window or on the ground must be painted the color of the mobile. No window evaporated coolers or air conditioners are allowed in the front windows facing the street.

5. **T.V. ANTENNAS AND SATELLITE DISHES**

Fairway Mobile Home Estates is provided with Bulk Rate Cable T.V. If the tenant does not subscribe to Cable T.V. service, T.V. antennas and satellite dishes are allowed for placement on the mobile within the following guidelines: FCC regulations allow the Homeowner to install a satellite dish of one meter diameter (39") or smaller on a mobile home, and also allow reasonable restrictions affecting placement, appearance or installation. A satellite dish installed by a resident of the Community must be affixed to the resident's home or improvements or the ground within the resident's home site in a location NOT visible from the street. If placement in such a location impairs the quality of reception, a partially visible satellite dish colored to blend with the surroundings may be placed on the home site in the most unobtrusive location possible, attractively shielded from view. In all installations, the satellite dish must be securely affixed and placed in a manner that will not constitute a hazard. Plans for installation must first be approved in writing by the Community management. T.V. antennas cannot be placed near the front of the mobile and must be placed in an unobtrusive area so as not to be in the window areas of other mobiles.

6. **LICENSES AND REGISTRATION**

Each mobile home must be currently registered. It is the responsibility of the Homeowner to file a current mobilehome registration form with the Community management every year after paying yearly registration fees. In the event the Homeowner fails or refuses to provide a current copy of the registration, the Community will obtain a copy from the Department of Housing and Community Development, and the Homeowner will be charged for the fees and/or other costs on their monthly billing invoice for obtaining the information. The Homeowner is responsible for maintaining compliance with all applicable state and local laws for the mobile home and accessory buildings on the Homesite.

B. **LOT USAGE**

1. **STORAGE OR UTILITY SHEDS**

Storage sheds are allowable for enclosed storage and should be aluminum or wood, either of which must be painted the color of the mobile or a complementary color. Storage sheds must be constructed in a professional way either by the Homeowner or by a contractor. No more than two Storage Sheds not exceeding 10 feet in height with a combined floor area of 100 square feet may be used. Storage sheds can also be used as a utility shed for a washer-dryer area. All plumbing and other adjustments for this service utility is the expense and responsibility of the Homeowner. Inspection and approval of the work is required by the Community management and the location must be pre-approved by the Community management.

2. **CARPORTS AND VEHICLES**

~~Carports provide space for only two vehicles if the vehicles are small enough. More than two vehicles per Homesite require written permission from the~~

~~Community management. The Homeowner's vehicles must be safely operable at all times and have current registration tags. Parking in the carport is the only acceptable parking space for vehicles. No parking is allowed on the landscaped or other area of the Homesite. No parking in the street is allowed except to temporarily load or unload a vehicle. No parking in the street overnight is allowed for any reason. Guest vehicles must park either in the Homeowner's driveway or in designated guest parking areas which are next to the outside East wall of the park. No R.V.'s, boats, or other recreational vehicles are allowed to be parked in the carport. The Community has no space for R. V. storage of any kind, therefore, all such vehicles must be stored away from the mobile park at some other storage facility. All Homeowners and their family or guests must obey all posted traffic control signs including the speed limit signs. Speed limit in the park is 10 miles per hour.~~

The riding of bicycles is allowed for the Homeowner and guests. Any guest child under the age of 14 years old must have an adult with them at all times, not only when riding a bicycle but also for any other activity in the Community's common areas. No roller skates, skateboards, roller blades or motor scooters or any other two or three-wheel motorized vehicle are allowed to be used by any one in the Community's streets, pool area, laundry area or other common areas of the Community. Licensed street legal motorcycles are allowed through and in the park as long as they are slowly ridden in an orderly manner and are not loud and disturbing.

3. LANDSCAPING

All landscaping plans must be presented to the Community management in writing prior to Homeowner doing any work. Because of the infinite variety of living and non-living plants and objects which may be used, it is impossible to describe all things which the Community will or will not accept as landscaping standards or requirements. The following general landscape standards are provided only as guidelines to assist the Homeowner in the preliminary planning. To avoid damage to underground utilities, the Homeowner must obtain written consent of the Community prior to digging or driving stakes or rods into the ground.

The Community's general landscaping standards are:

The Community requires the Homeowner to use reasonable discretion as far as lawn, flowers, shrubs and trees are concerned.

If rock is incorporated in the landscaping plan, no more than 20% of the home site shall be covered with rock. Plastic ground cover must be used under the rock to prevent weeds from growing up through the rock.

No trees or shrubbery are allowed which do or may develop a root structure which causes cracking, buckling or otherwise interfere with the streets, driveways, or other community improvements or facilities such as plumbing or other utilities.

Except in special cases, no statues, fountains, birdbaths, etc. are allowed. Special requests made to the Community management for approval must be made prior to placing various objects in the patio or other places on the lot.

Fencing is allowed, especially to keep dogs restricted to the Homeowners lot. Any fencing must not exceed 4 feet in height. Fencing must be either chain-link type or wood finished with a preservative or paint. Prior to any fencing being installed, permission and approval of the written plan must be obtained from the

Community management. All fencing must be installed in a professional way either by the Homeowner or by a contractor.

4. PATIO

The patio may be landscaped with potted plants either live or otherwise. However, all such decor for the patio must be kept in good shape. The only patio furniture approved is that which would normally be used on a patio. Household furniture is not acceptable on the patio. Barbeque equipment and accessories are acceptable. The patio is not to be used for storage or any other home or garden objects. The patio must be neat and clean at all times with the idea of "living outdoors".

5. EXTERIOR LIGHTING

Any exterior lighting must be of a type and placed so as not to be objectionable to neighbors or constitute a traffic hazard. Outside lighting is recommended by the Community management but not required.

6. UTILITY PEDESTAL AREA

The area where the gas, water and electric meters are located along with the sewer hook-up must be kept accessible at all times with a minimum clearance of 24 inches on either side. They may not be totally enclosed, so as to be accessible for maintenance and the reading of the meter. The Homeowner will bear the cost of any damage done to the utility equipment which is caused by the Homeowner or their family or guests.

7. UTILITY EASEMENT

The only utility easement in Fairway Mobile Estates is for the petroleum transmission line which is owned by Questar. This petroleum line runs from the West side of the park between spaces 17 and 18, through the laundry utility yard, then through spaces 72 and 73 on the East side of the park. No parking is allowed in the areas between these mobiles except for loading and unloading vehicles. The area between these mobiles must be kept free from daily tenant parking keeping the easement open to through traffic.

8. NO COMMERCIAL ENTERPRISE OR SOLICITATION

No Homeowner may engage in any type of commercial business that involves entry of others to the Community or the use of Community services including water, sewer, laundry facilities or mail service. No garage, patio or rummage sales of any kind are permitted on the Homesite or in the Community, and no advertising signs for same are allowed. No commercial solicitation is permitted in the Community. Other solicitations may be permitted with prior approval by the Community management. Lawful In-Community Services are permitted.

4. MAINTENANCE, DAMAGE AND REPAIR REQUIREMENTS

A. MOBILE HOME AND ACCESSORIES

The Homeowner is responsible to maintain the exterior of the mobile home, which must be kept in a new "looking" condition at all times. If any portion of the exterior of the home or its accessory equipment or structures on the Homesite area are damaged or worn out, the damage must be repaired or the item replaced within 30 days. This includes, but is not limited to, damage to the side of the home or storage shed, awning supports, down spouts, skirting and steps or porch. Washing, waxing and painting when required must be done in a timely manner. The Homeowner must obtain consent from the Community management prior to doing any major changes to the exterior of the mobile home or storage shed which have not been required by the Community management. No items are to be stored under the mobile home, except mobile hitches, wheels or lights.

Older mobile homes may require at times more extensive up-grading to keep within the standards of the park. If this should be the case, the Community management will discuss the situation with the Homeowner prior to any specific requirements on the part of the management. After any work is completed upon the request of the Community management, the Homeowner must notify the Community management so an inspection for approval can be made by the Community management. In addition, the Homeowner shall immediately correct any deficiency noted in any Community or public agency health and safety code report or any other inspection for which deficiency the Homeowner is primarily responsible.

All patio furniture and barbecue equipment must be kept clean and neat at all times. Barbecue equipment must be free from any food particles so as not to draw flies, ants or other insects. No unused furniture items which would normally belong in the mobile home may be stored or left for disposal anywhere on the lot or patio area. Large items such as unused furniture, and materials which do not go to the Community dumpsters must be taken to the local public dump site by the Homeowner.

B. CARPORT AND VEHICLES

1. CARPORT

The carport driveway must be kept clean and maintained free of oil and any other sticky substances from cars at all times. No repairing, changing fluids or washing of vehicles is allowed in the carport area or in the mobile park streets. Homeowner is responsible for all maintenance, repair, replacement, paving, sealing, and maintenance expenses of Homeowner-installed driveways. Community management is responsible for normal maintenance, repair, replacement, paving, sealing, and maintenance expenses of park-installed driveways, except where park-installed driveways are damaged through the negligence or other legal fault of Homeowner or Homeowner's guests, or are damaged by Homeowner's breach of rules and regulations, in which cases Homeowner is responsible.

2. VEHICLES

Resident's vehicles are not permitted in the Community if they are not regularly maintained in normal operating condition and are not kept neat and clean in appearance. This includes, but is not limited to, vehicles whose exterior appearance has deteriorated to a point where they are unsightly and detract from the appearance of the Community. Vehicles which contain unsightly loads such as items being taken to a storage place or to the dump are not allowed in the park for more than one day. Excessively noisy vehicles are not permitted in the Community. Except for minor repairs, no major maintenance, repairs or other work of any kind on any vehicle may be done in the Community, which includes no changing of oils or other fluids.

C. LOT AND LANDSCAPING

The Homeowner is responsible for any damage caused as a result of digging upon the space. No one may alter existing drainage or grading of the lot space without the Community's consent.

All large bushes, shrubs, plants, flowers, etc. must be maintained regularly not allowing leaves, dead flowers, or weeds to collect as debris. Trash or other objects may blow in which must be removed to keep the area clean. The large trees are pruned and maintained by the Community management, and the Homeowner is not to cut them down or trim them without first discussing it with the Community management. If the Homeowner notices any problems with any tree on their lot, it is requested that the Community management be notified for any maintenance or other correction which may be needed in a given situation. In the case of a written notice given to the Homeowner to

properly maintain the landscaping area or the lot as a whole, in a neat and orderly fashion, if the Homeowner does not respond to the request within 14 days of the notice, the Community management may proceed to have the requested work done by others. The charges incurred for this maintenance will be an additional cost added to the Homeowner's next rent invoice. Fences should always be in good repair and in a new looking condition especially those which are wooden.

It is the responsibility of the Homeowner to take steps to effectively exterminate any infestation of insects, rodents, or other pests which may become a problem to neighbors or to the Community as a whole. The Homeowner should also advise the Community management of any infestation that has been noted anywhere in the park.

D. EXTERIOR ACCESSORY CHANGES

When planning any exterior changes, prior to the application for any building permits and before the start of any work, the Homeowner is required to discuss with the Community management all plans. All exterior modifications on a mobile home site, including exterior painting, roofing, gutters, fences, landscaping, lights, etc. must have prior written approval by the Community management.

E. GENERAL LOT MAINTENANCE

All trash containers must be kept in a concealed area, preferably the storage shed. Absolutely no trash bags, boxes or other containers filled with trash or other items such as clothes or household products shall be stored in the car port or anywhere on the home site. All trash must be disposed of at the Community trash dumpsters as noted below. Anything storable must be stored in the utility shed.

F. TRASH DUMPSTERS

There are three trash dumpsters located on Yucca Trail outside the Community grounds. These dumpsters have regular pick up service on Mondays and Fridays. The Waste Management Co. will not empty any of the dumpsters which may be too full to not be able to close the lids at least partially. Also, they will not pick up any refuse outside the dumpsters such as boxes, furniture, or other objects, or substances which are toxic. All boxes must be broken up and/or flattened. If furniture can be broken up, it may be placed in the dumpsters as long as the lids can be closed. All toxic wastes, which include tires, paints, oils, gasoline and other chemicals used for heavy cleaning or for lubrication for cars must be taken to the toxic dump site in Joshua Tree on their scheduled days. The Community is not responsible for the disposing of any items which are to be taken either to the Community's dumpsters or which must go to the local dump site. This responsibility is solely that of the Homeowner. Any Homeowner found allowing others to use, for their disposable wastes, the Community dumpsters, will be charged a fee on their rent invoice.

5. RECREATIONAL FACILITIES

A. GENERAL

The Community recreational facilities which include the dining room, pool, jacuzzi and sauna are provided for the use of the Homeowners, their family and guests. No other people may use the facilities without prior permission from the Community management. Use of the facilities shall be in accordance with rules as given herein and/or as posted within the facilities. The facilities are available for use daily from 7:00am to 9:00pm with the exception of a prior scheduled event. The Homeowner must accompany their guests while using any of the recreational facilities, including any children under the age of 14 years old.

The use of the dining room and pool facilities is open for private family gatherings. Prior to any such event, a request to the Community management must be made to secure the time and date availability. This requirement is also necessary for any other Homeowner activities which may involve community groups such as sewing clubs, craft programs, political clubs, other miscellaneous meetings, etc. At no time may any such function be open to the public at large. No resident may rent out any Community facility or collect a fee for same.

Under no circumstances are alcoholic beverages allowed in or around the recreational facilities or any other Community common area. Anyone found using alcoholic beverages or any illegal substances in the Community common areas will not be permitted to use these facilities and will be asked to leave the park and may be evicted. All other beverages must be contained either in aluminum cans or plastic containers. No glassware or bottles are allowed on the pool deck.

When using the dining room facilities, normal street attire is required. No person wearing only a bathing suit or having bare feet is allowed in the dining room.

During the time of use by the Homeowner and/or their guests, if any damage is done to the facilities, the Homeowner will be responsible for the costs of the repairs.

B. SWIMMING POOL REGULATIONS

There is no life guard on duty. All Homeowners and/or their guests swim at their own risk.

The hours for the pool, jacuzzi and sauna are from 7:00am to 9:00pm.

Buckets filled with sand are to be used for cigarette butts.

All guests must be accompanied by the Homeowner host unless other arrangements are made with the Community Management.

Modest swimming apparel is requested.

C. REGULATIONS FOR CHILDREN UNDER AGE OF 14

Children can swim at any time during the stated open hours but must be courteous to the Homeowners.

If any Homeowner wishes to swim without the presence of children, then the children must get out of the pool.

No children under age of 14 years old are allowed in the swimming pool or the spa without adult supervision.

No child under the age of 5 years old is allowed in the spa.

Parents are responsible for the cost of any repairs to damage caused by their children and guests.

6. LAUNDRY FACILITIES

The laundry facilities, located in the middle section of the lower end of the park, are open to all Homeowners and their guests only and to no one else. The facility is locked and is to stay locked at all times. Keys are available at the Community office and there is a deposit on the laundry key which is refundable when the key is returned to the office. Any Homeowner found to be

allowing outsiders to use these facilities will be requested to return their key and will no longer be allowed to use the facilities themselves.

The hours for using the laundry facilities is from 8:00am to 9:00pm, and the last load of laundry must be done by 9:00pm, not just started. It is requested that the facilities be kept clean with all trash put in the trash bin. If any of the machines do not work, advise the Community management so repairs can be made.

Under no circumstances shall a Homeowner hang clothing or other materials outside the mobile home in the Homesite area. All such items must be hung in the laundry facility area.

7. PETS

A house pet is defined as a pet that spends its primary existence within the mobile home. This includes but is not limited to, small dogs under 40 lbs, cats, small birds, aquatic animals which are kept in an aquarium, small caged rodent type pets, etc. Keeping any other type of bird, animal or water pets requires special permission by the Community management. Strange and exotic pets are prohibited. Non-house pets are also prohibited. If a house pet is lost or dies, written permission from the Community management must be obtained to acquire a new house pet. In the event of offspring from dogs or cats, the Community management must be notified with a request for a written permission for the offspring to stay in the Community for an interim period. No exterior pet housing such as a "dog house" is permitted on the Homeowners lot. The tying of a pet to a porch, steps, mobile, tree or any other object outside the mobile and leaving them unattended is prohibited. Fences are required and must be installed by the Homeowner prior to moving into the park and prior to obtaining or bringing in a dog. The maximum number of dogs allowed is one at 40 lbs or two small dogs under 15 lbs.

Any Homeowner wishing to have a pet must make a written request for permission from the Community management. If approval is given for such a request, then the Homeowner must sign a separate Pet Agreement which specifies the rules for keeping pets. Any violation of the pet agreement or pet rules noted by either the Community management or another tenant shall be made in writing by the Community management and/or tenant and not just verbally. If, after the Community management presents the written complaint(s) to the pet's owner the violation is not corrected, the Community management may request the removal of the pet by an official written notice stating that the right to keep a pet within the Community is terminated. If the Homeowner's pet becomes violent or uncontrollable in any way, the Homeowner must remove the pet from the Community.

The pet's owner at all times, must maintain required licensing and inoculation in accordance with the local law. All state and local leash laws are applicable within the Community, and the pet owner must adhere to them at all times. At times, dogs do accidentally get loose, however the owner must not allow the pet to run loose at will at any time. If a dog does get loose accidentally, the owner must retrieve the pet as soon as possible. Any pet running loose in the Community with no effort on the part of the owner to retrieve it, will be reported to the Animal Control Office for pick-up. Recurring violations of this rule will lead to the loss of the privilege to maintain a house pet. Excessive barking which is disturbing to the neighbors is not acceptable. If such barking persists and the dog owner does not take measures to control the annoyance, the Community management will require the removal of the dog from the park.

No house pet is allowed in any recreational area or the laundry area at any time for any reason. House pets will not be allowed to cause any disturbances which may annoy neighbors, including but not limited to barking, growling, biting, excessive noise or any other unusual noises or damage. Under no condition are house pets to invade the privacy of anyone else's Homesite, flowerbeds, shrubs or other personal property or space. House dogs should be taken off the premises when exercising. All droppings must be picked up, wrapped in paper or a plastic bag and placed in the trash immediately. The Homeowner must keep the fenced pet area clean of droppings at all times, and it must be washed down frequently to prevent any odor which may be offensive to the neighbors and/or draw pests to the area.

Guests are not permitted to leave any pet in their car while visiting the Homeowner. Guests must also abide to the Community pet rules in all areas at all times.

B. HOMEOWNER RESPONSIBILITIES

A. HOMEOWNER CONDUCT

Homeowners and/or their guests may not engage in or allow any conduct which is a substantial annoyance to other tenants or management or which is illegal under local, State or Federal laws or which threatens damage to persons or property. Homeowners should be aware that it is their responsibility to settle among themselves such issues as would normally occur in any neighborhood, such as loud noises, trespassing on lots, etc. Community management is not responsible to attempt to settle disputes of this nature. If any disturbance is causing or will cause damage to a person or property, then local city or county authorities should be notified without hesitation by the Homeowner. Documentation of the any Homeowner complaints regarding the conduct or activities of other Homeowners or their guests, must include details as such as the nature of the complained of activity, the date, time and place it occurred or was observed. The names of the persons reporting and the persons involved must be included. The complaint must be typewritten or handwritten legibly and signed prior to submitting it to the Community management where they will be retained. These complaints are not seen or released to anyone in the Community, but may be used should a given situation become a Community-related problem rather than just a neighbor-related issue, or if the given situation is in violation of either the law or the existing park rules. If the situation violates either the local, state or federal laws, the Community management will issue violation notices as allowed by the existing state law and park rules. If a given situation goes to court, the Homeowner agrees that any submitted complaint may, if necessary, be used in court, and the complaining party may also be required by Community management to appear in court to testify.

Homeowner complaints regarding Community facilities and management must include details such as the nature of the problem, the date, time and place the problem occurred or was observed. The complaint must be typewritten or otherwise written legibly, signed by the Homeowner and dated the day of submission. These complaints may be given to the Community managements or mailed to the Community owners.

All gas, electric, water and sewer connections and other tools and equipment connected with utility service must be avoided, not tampered with or interfered with under any circumstances. Homeowners and/or their guests are not allowed in the R. V. Yard or anywhere in the areas around the manager's house. Homeowners should not allow any nuisance or waste by others in the Community. It is the responsibility of each Homeowner to protect the quality and standards of Fairway Mobile Estates to the best of their ability.

B. HOMEOWNER LIABILITY

No Homeowner or their guests are allowed to encroach or trespass in any area which is not intended for general use by the Community residents or guests. Homeowners and their guests are not permitted to engage in any dangerous, reckless or harmful activities in the streets or common areas of the Community, which may result in injury or damage to Community property or to the Homeowner and/or their guests or other persons on the property.

The Homeowner shall maintain adequate liability and fire insurance coverage on their mobile home and provide written proof to the Community management of such coverage. It is advised that the Homeowner also carry personal injury insurance but it is not required by the Community management. The Community is not responsible for any loss due to fire, accident, theft, malicious mischief, or any other loss whatsoever which arises

by reason of any other cause than the specific negligence or intentional act of management. The Homeowner assumes all risk of loss due to any cause whatsoever other than the exceptions named herein.

The Homeowner agrees that all personal property including the mobile home placed on the site shall be at the Homeowner's risk. Fairway Mobile Estate shall incur no liability for loss or injury with respect thereto or with respect to any property reason due to causes including but not limited to, fire, explosion, flood, smoke, water escape, drainage in level of underground water table, windstorm, hail, lightning, freeze, aircraft, vehicles (other than those operated by and for the Community), earthquake, mold, mudslide, and insect or rodent damage of any nature whatsoever. The Homeowner further agrees to hold Fairway Mobile Estates harmless, and indemnify and defend Community management from any liability arising from injury to person or property caused by any act or omission of the Homeowner, his family, guests, licensees or invitees.

The Homeowner is responsible for and assumes the risk of any damages to vehicles, including damages due to collision, malicious mischief, theft, vandalism or any cause whatsoever related to vehicles parked on the Community premises. Improperly parked vehicles may be towed at the owner's expense. Additionally, vehicles may not be stored in the Homeowner's designated parking space. Vehicles parked in the same space for 96 hours without being used, will be presumed to be stored and may be towed, unless other arrangements are made with the Community management, in writing in advance. The Homeowner hereby gives the Community management express permission to tow any vehicle which is illegally parked or stored either on the Homeowner's space or anywhere else on the Community grounds. The Homeowner specifically waives any injury or damage to the vehicle while it is being towed or stored.

9. COMMUNITY MAINTENANCE AND OBLIGATIONS

A. MAINTENANCE AND RESPONSIBILITY

Any Homeowner or other resident who discovers any condition in the Community requiring repair must bring the condition to the Community management's attention as soon as possible.

With respect to a sudden or unforeseeable breakdown or deterioration of physical improvements, the Community management shall have a reasonable period of time to repair the above mentioned condition(s) and bring the improvement into a good working order. A reasonable period of time to repair a sudden or unforeseeable breakdown or deterioration shall be as soon as possible in situations affecting a health or safety condition. For very serious repairs which do not threaten health or safety conditions, the repairs shall not exceed 30 days except where exigent circumstances justify a delay.

B. COMMUNITY PERSONNEL

Homeowners shall not request assistance from Community employees for personal reasons during their work hours except in emergency situations. Any Homeowner hiring any Community employee hereby understands that the employee is not covered with insurance by Fairway Mobile Estates, and Fairway Mobile Estates is not responsible for private jobs that Community employees may do for Homeowners during their off-hour time.

10 PERMITS, LICENSES AND INSPECTIONS

A. PERMITS

Permits required by any governmental agency must be obtained by the Homeowner prior to any construction or installation of structures, appliances and accessory equipment. All work must be done within the requirements of any governmental permit or code specifications. It is the responsibility of the Homeowner to insure that anyone performing work at the home site has proper authorization from the Community management prior to soliciting a bid or commencing work. The Homeowner shall not change, connect to or modify any Community-owned utility system located on Homesite or anywhere else in the Community.

B. LICENSES

Each contractor performing work in the Community on the home site must be registered with the management and must be properly licensed and adequately insured. Any contractor performing work on a home site must have the required permit or license from any governmental agency that requires it prior to beginning any work. Only licensed contractors may do spray painting in the Community or install items which are required to be connected to the electrical, gas or water supplies. The Community shall have no liability, expressed or implied, for the quality of work performed by contractors hired by the Homeowner, or for any damages sustained in connection with work done by such contractors, or for payment to and/or mechanics' liens by such contractors.

C. INSPECTIONS

The Homeowner is responsible for all required inspections and approvals and agrees to indemnify, defend, and hold the Community harmless for any work which is improperly done on their Homesite. The Community is not responsible to inspect and approve any work done by either the Homeowner or others including but not limited to installation of the mobile home, driveway, fences or any other equipment or improvement. To the extent that the Community may require work be completed and inspect or approve such work, it is for the Community's own purposes only, and the Homeowner is not entitled to rely on that inspection or approval to ensure that the work has been installed or constructed correctly or that work has otherwise been done as required.

The above rules and regulations and all separate rules and regulations whether published or posted in Community facilities are by this reference incorporated into the Rental or Lease Agreement that governs the tenancy in the subject property.

HOMEOWNER, BY SIGNATURE BELOW, ACKNOWLEDGES THAT HE/SHE HAS READ THE ABOVE RULES AND REGULATIONS AND AGREES TO ABIDE BY THE SAME DURING HIS/HER RESIDENCY IN THE COMMUNITY. THESE RULES AND REGULATIONS MAY BE CHANGED ACCORDING TO THE PROVISIONS OF THE MOBILEHOME RESIDENCY LAW. HOMEOWNER FURTHER ACKNOWLEDGES HAVING RECEIVED A COPY THEREOF.

DATE: _____

SPACE NUMBER: _____

HOMEOWNER

HOMEOWNER