

RULES & REGULATIONS

Following are the Rules and Regulations of Terra Nova Mobile Home Park. These Rules and Regulations are implemented pursuant to California Civil Code Section 798.25 and are applicable to all Residents and Guests.

Residents should notify Management, in writing, of any Rules and Regulations violation which Residents believe to require the attention of Management. Owner 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 Owner'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 Owner and each Resident individually. Resident agrees that he is not a third party beneficiary of any other agreement between Owner and any other Resident in this Park.

1. FAIR HOUSING COMMUNITY:

Terra Nova Mobile Home Park is open to qualified Residents without regard to age, race, color, national origin, marital status, religion, gender, political affiliation, sexual orientation, or disability. No person may reside at Terra Nova Mobile Home Park without the prior written approval of Management.

Any person wishing to become a Resident of Terra Nova Mobile Home Park must make application for residency in writing, and be approved by Management. They must be willing to sign and comply with all terms and conditions as set forth in the Rental Agreement, the Rules and Regulations as set forth herein, and the California Civil Codes.

A prospective Resident who has already purchased a mobilehome within the Park will HAVE NO RIGHTS OF RESIDENCY AND NO RIGHT TO MOVE INTO OR OCCUPY THE MOBILEHOME, UNLESS AND UNTIL MANAGEMENT HAS APPROVED THEM AS A RESIDENT, AND A RENTAL AGREEMENT HAS BEEN EXECUTED BY BOTH APPLICANTS AND PARK. (Civil Code, §798.75)

2. WORD USAGE aka Definitions:

- A. **HIS/HER:** Any reference to his or her is intended to include the other and is not limited to any particular gender also singular/plural.
- B. **PARK OR COMMUNITY:** Any reference to Park or Community refers to Terra Nova Mobile Home Park.
- C. **MANAGER:** Any reference to Manager refers to the Resident Manager.
- D. **MANAGEMENT:** Any reference to Management refers to the owners and operators of the Park, including the Resident Manager.
- E. **PARK MANAGEMENT APPROVAL.** "Park Management's approval" or "approval of Park Management," "Park Management's consent" or "consent of Park Management" or other similar terms as used in these Rules and Regulations or in other documents referred to in these Rules and Regulations, means that the Park Management's prior written approval must have been obtained by Resident before Resident commences any such action requiring Park Management's approval. If Park Management's prior written approval is required, Resident shall submit a written request to Park Management which describes the action Resident proposes to take and requests Park Management to give prior written approval.

- F. **RESIDENT:** Any reference to a Resident refers to a person (s) who has signed a Rental Agreement or Lease with the Park or other person who lawfully occupies a mobilehome. A prospective homeowner, purchaser, or those persons listed on the last page of the Lease/Rental Agreement as "Homeowner" who have not been approved for tenancy by the Owner and have not closed escrow on the mobilehome occupying the Homesite shall not be deemed a "Resident."
- G. **HOME, MOBILE HOME:** Any reference to Home or Mobile Home refers to the Resident's Mobilehome or manufactured home.
- H. **GUESTS:** Any reference to a Guest refers to a person, agents, employees, or persons sharing the Homesite pursuant to Civil Code § 798.34(b), (c), or (d), invitees, permittees or licensees or other persons present in the Park at the invitation, request or tolerance of Resident; such persons do not have the right to occupy Resident's mobilehome as a member of Resident's immediate family as defined by Civil Code § 798.35. "Guests" also include any Resident(s) who is not a homeowner and who has not signed a Rental Agreement nor has any other rights of tenancy.
- I. **RENTAL AGREEMENT:** Any reference to "rental agreement" refers to the lease or rental agreement between Park and Resident.
- K. **LOT, HOMESITE:** Any reference to lot or Homesite refers to the area upon which the Resident's Mobilehome rests, which area is described by a specific number in the Rental Agreement. Owner reserves the right to change or redesignate such area and relocate any Mobilehome to a similar area in the Park in accordance with the Mobilehome Residency Law or other law. Owner reserves the right to change the use of any lot or Homesite in accordance with the Mobilehome Residency Law, including closure of any lot(s) or Homesite(s). PLEASE NOTE: The boundaries of the Homesite end at the top of the roofline of the Resident's mobilehome. The rental of the Homesite does not include any right or easement for light or view. These rights are specifically reserved to Owner. .
- L. **OWNER:** Any reference to Owner refers to the owner of Terra Nova Mobile Home Park.

3. USE OF FACILITIES.

Residents and Guests have the right to use the Homesite and Park facilities only if they comply with these Rules and Regulations and the other provisions of the Park's Residency Documents.

4. PARK PERSONNEL.

- A. Owner shall be represented by its Resident Manager vested with all the legal right and authority to enforce the Rules and Regulations on behalf of the Owner.
- B. Park maintenance personnel are employed for maintenance of Park property only. Please do not ask them to do any work in or around your Mobilehome site while they are working for the Park. If you have any problems concerning the utility pedestal outside your Mobilehome, or any questions in regard to Park Rules and Regulations, please contact the Manager. Maintenance employees do not have authority to answer questions concerning state, county or city laws or Park Regulations.
- C. Resident shall not threaten, harass, intimidate, verbally abuse, follow or stalk, or engage in a course of conduct over a period of time, however short, that threatens, harasses, intimidates, verbally abuses or follows or stalks the Park Manager and/or Park Personal or otherwise interferes with the Park Manager and/or Park Personal in the performance of their duties on behalf of Owner. Any such conduct shall be deemed a nuisance for which remedial action under the Mobilehome Residency Law or other law may be brought against Resident, including without limitation, restraining orders pursuant to Code of Civil Procedure §§ 527.6, 527.8 to prohibit harassment and work place violence, orders for injunctive relief and/or termination of Residents right to possession of Resident's Homesite.

5. GUESTS.

- A. For any Guest who stays with Resident more than twelve (12) hours or overnight with Resident more than a total of twenty (20) consecutive days or a total of thirty (30) days in a calendar year (hereinafter "grace period"), Resident may be charged a guest fee for each month following the expiration of such grace period. The additional charge shall be due and payable on the day after the expiration of such grace period and shall thereafter be due on a monthly basis, paid in advance. No such charge will be imposed if the guest is an immediate family member of Resident (as set forth in Civil Code § 798.35) or if the guest is sharing Resident's mobilehome pursuant to Civil Code §§ 798.34(b), (c) or (d).
- B. Before any additional person (other than the ones listed on the last page of Resident's rental agreement) may stay longer than the grace period and/or is permitted to reside with Resident, Resident must insure that such person comply with the following: (1) register with Park Management; (2) complete an application for tenancy; (3) be approved by Park Management; and (4) sign a copy of the then current Rules and Regulations and execute all other residency documents as required by Park Management. However, no such person or registered Guest will have any rights of tenancy in the Park or the right to occupy the mobilehome.
- C. Resident agrees to acquaint all Guests with the Rules and Regulations. Resident is personally responsible for all the actions and conduct of his or her Guests.
- D. Owner reserves the right to determine whether the Park's recreational facilities can accommodate all the Residents and their Guests and, therefore, Owner may refuse any Guest access to said facilities if the Guest's presence would reasonably detract from the use and enjoyment of these facilities by other Residents and Guests who are then using the facilities.
- E. A Guest is permitted to use the recreational facilities only while accompanied by a Resident.
- F. If Resident will not be present, then no Guests may occupy or otherwise use Resident's Mobilehome without Owner's prior written consent.

6. PARKING.

- A. NO STREET PARKING IS PERMITTED IN THE PARK. All streets are considered "Fire Lanes" and must be kept open for emergency vehicles at all times. Vehicles parked in the street, are subject to towing at the vehicle owner's expense.
- B. Only up to two passenger vehicles at any given time may be parked on Resident's Homesite in designated parking areas unless the driveway is long enough to accommodate the extra vehicle without it extending into the street or on landscaping. No vehicle may be parked on Resident's Homesite in a manner which allows the vehicle to protrude onto streets or landscaping. Written approval by Park Management and any required permits must be obtained prior to installation of extended driveways.
 - 1. The term "passenger vehicle" specifically includes those vehicles commonly referred to as sports cars, coupes, sedans, station wagons, pickup trucks & standard size SUVs and vans and specifically excludes vehicles included within the definition of "other vehicles."
 - 2. Other vehicles must be parked outside the Park. The term "other vehicles" includes pickup trucks over one (1) ton, campers, buses, trucks and other commercial vehicles of every kind and description, boats, trailers, (except the Mobilehome occupied by Resident), "RVs" , dune buggies, motor scooters, minibikes, mopeds and other two and three wheeled motorized or self-propelled transportation, unless such vehicle is the sole source of Resident's transportation. Any such vehicle belonging to a guest may not be parked overnight in the Guest parking or at the Homesite.
- C. Parking is permitted only in designated areas. Recreational vehicles may be temporarily parked at the Homesite for the purpose of loading and unloading and for a period not to exceed one (1) hours and further provided that the vehicle is kept in the driveway and not extended into the street or on landscaping. Such vehicle should not be occupied or connected to the lot utility services or

interconnected with the occupied Mobilehome. Vehicles parked in violation of these Rules & Regulations are subject to towing at the vehicle owner's expense.

- D. Guests may only park in designated Guest parking spaces or on the host Resident's Homesite. RESIDENTS ARE NOT TO PARK IN GUEST PARKING SPACES.. Because of limited parking facilities, traffic congestion and noise, Owner reserves the right to restrict the number of Guests bringing automobiles or other vehicles into the Park.
- E. Resident may not use the Guest parking if the Resident is using the recreational facilities or the laundry rooms.
- F. Parking is not permitted on vacant Homesites. Neither the Resident nor the Guest's vehicles may be parked on landscaped areas of Homesites. Areas which are or have been designated as landscaped areas may not be converted into driveway areas.
- G. Subject to B2 above, no permanent parking of trailers, boats or trucks larger than a pickup truck is permitted in the driveways. No commercial vehicles or equipment may be parked in driveways, including but not limited to, trucks with exterior tools or storage racks, concrete mixers and generators. Permanent parking shall include, but not be limited to, parking for a period exceeding twenty four (24) hours of parking on the Homesite or street more than five (5) times in any one month, except for short periods (1 hour) for loading and unloading. Vehicles in violation of this paragraph may be towed in accordance with applicable law.
- H. No automobile may be "stored" on the Homesite. "Storage" shall include, but not be limited to, the parking of any 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 vehicles in their parking space when on vacation.
- I. Residents are to provide Park Management with a description of all vehicles owned by them and kept in the Park, to include make, model, and license number.

7. VEHICLES/MAXIMUM SPEED LIMIT.

- A. No vehicle leaking oil or any other substances or fluids shall be allowed in the Park.
- B. No maintenance, repair or other work on any vehicle, boat or trailer (other than the mobilehome Resident resides in) may be done on the Homesite without Owner's consent. This includes, but is not limited to, changing of oil or other fluids, tune-ups, brake jobs and other similar repairs.
- C. Any car dripping oil or gasoline must be repaired immediately and any oil, gasoline or other foreign substances must be cleaned up immediately.
- D. Washing of vehicles in driveways or streets is prohibited.
- E. Vehicles are not permitted in the Park if they are not regularly maintained in normal operating condition and are neat and clean in appearance. This includes, but is not limited to, vehicles whose exterior appearance has deteriorated to a point where they are unsightly and detract from the appearance of the Park, or vehicles that contain unsightly loads that are visible to other persons. Vehicles must be currently registered with the Department of Motor Vehicles. Failure to maintain and/or register will result in the removal of the vehicle at Resident's expense.
- F. For the safety of everyone, no vehicle may be driven in an unsafe manner. Due to the pedestrian traffic within the Park, everyone is to **DRIVE SLOWLY AND CAREFULLY** at all times within the Park. The maximum speed limit is posted and must not be exceeded at any time. All traffic signs must be obeyed.
- G. Excessively noisy vehicles are not permitted in the Park. Motorcycles, motor scooters, mopeds or other two or three wheeled motorized vehicles operated within the park must be driven directly to a

Resident's space, and operated so as not to disturb the other Residents. All vehicles and motorcycles must have proper mufflers. Minibikes, ATC's, quadrunners or other off-road vehicles are not permitted to be driven in the park by anyone.

- H. Pedestrians, electric carts and bicycles shall be given the right-of-way.
- I. No vehicle may be operated in the Park by any person who is not properly licensed. All vehicles operated within the Park must be registered and licensed for street usage.
- J. Bicycles may only be driven on the roadways and not on sidewalks, grass, vacant Homesites or any other paved or landscaped areas. Bicycles must obey the same traffic regulations as cars.
- K. Skateboarding and skating within the Park is to be on the streets only. They are not to be ridden on any walkways, landscaped areas or in any of the common facilities.
- L. If driven at night or at dusk, bicycles must be properly equipped with a light on the front and a reflector in the rear.
- M. Wheeled vehicles (tricycles, bicycles, etc.), toys and other such items used must be operated or used in a manner that will not create traffic problems or other safety hazards.

8. CONDUCT.

- A. Residents and their Guests shall not encroach or trespass on any Resident's Homesite or upon any area which is not open for the general use by Residents and their Guests. All Park property which is not 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 Owner, shall not be used, tampered with or interfered with in any way by Resident or Guests. Trash facilities, such as bins, dumpsters etc. may not be scavenged or rummaged through for any reason. Retrieval of items from the trash facilities is not permitted.
- B. Except for barbecues approved by Park Management, or fireplaces and other appliances installed in a Resident's mobilehome, no fires are permitted.
- C. Residents must acquaint all visitors and Guests with the Park Rules and Regulations. A Guest is permitted to use the recreational facilities only while accompanied by a Resident.
- D. The Mobilehome and Homesite shall be used only for private residential purposes and no business or commercial activity shall be conducted thereon. This prohibition applies to any commercial or business activity including, but not limited to, any activity requiring the issuance of a business license or permit by any governmental agency. Child daycare is permitted only as required by law.
- E. The violation of any law or ordinance of the city, county, state, or federal government will not be tolerated. No acts or demeanor shall be permitted which would place the Owner in violation of any law or ordinance.
- F. Actions by any person of any nature which may be dangerous or may create a health and safety problem or disturb others are not permitted. This includes, but is not limited to, any unusual, disturbing or excessive noise, intoxication, quarreling, threatening, fighting, immoral or illegal conduct, profanity, or rude, boisterous, objectionable or abusive language or conduct. The use 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. Please be especially considerate of your neighbors between 10:00 p.m. and 8:00 a.m.

- G. Radios, televisions, record players, stereos, musical instruments and other similar devices must be used so as not to disturb others. "Ham" or "CB" radios or other radio transmitters may not be operated in the Park. Quiet hours are between 10:00 p.m. and 8:00 a.m.
- H. Residents and their Guests must act in a respectful and orderly manner and shall not do anything which might be cause for complaint by other Residents. Residents must acquaint all Guests and all occupants of the mobilehome with the Park's Rules and Regulations.
- I. The use of baseballs, basketballs, footballs, or other flying objects within the Park is prohibited.
- J. Resident is responsible for the actions and conduct of all other occupants or residents of Resident's mobilehome and for the actions and conduct of Resident's Guests and invitees. Such responsibility shall include, but not be limited to, financial responsibility for any breakage, destruction, or vandalism of the Park's recreational facilities and common areas.
- K. The number of occupants of a mobilehome shall be limited to two (2) persons per the number of bedrooms present in the mobilehome, plus one (1) additional occupant. A bedroom is defined as a living space determined by the original configuration in which the mobilehome was manufactured and designed for sleeping and which has closet space, but does not have plumbing.
- L. At all times, at least one person who regularly occupies the mobilehome must be the registered owner of the mobilehome and must be a homeowner of the mobilehome.

9. RECREATIONAL FACILITIES.

- A. Recreational facilities are provided for the exclusive use of Residents and their accompanied Guests.
- 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.
- C. No drinking of alcoholic beverages is allowed in or around the recreational area or building, except at special functions approved by Owner prior to commencement of the special function. No glassware or glass containers may be taken into the recreation areas.
- D. No gambling will be permitted at any time.
- E. Persons in swimming suits or trunks, wet or dry, will not be allowed in the Clubhouse. Residents must wear a shirt or jacket at all times in the clubhouse and other Park buildings. Footwear must be worn in all Park buildings.
- F. Screaming, running horseplay and loud noises are not allowed in the recreational areas.
- G. Park Owner reserves the right to restrict smoking in any portion of the facilities. Cigar smoking is not permitted in and around the recreational facilities.
- H. The Park bulletin boards may be used by a Resident for no longer than (30) days to advertise the sale of a specific item or items. Any item placed on the bulletin board must be approved by Owner.
- I. Residents wishing to reserve the clubhouse or rooms in the clubhouse for parties, meetings or other functions must apply by making arrangements with the Owner two (2) weeks in advance. Should the date not conflict with any other applications, social events or planned use of the facilities and upon approval by the Owner, the request will be granted. During such a scheduled event or party, the reserved clubhouse facilities will be available to other Residents and their Guests. There will be no charge for the use of the clubhouse. However, Resident will be required to pay for any additional cleaning that may be necessary after the function or for any damage that may occur. Those scheduling the function will be responsible for normal clean-up immediately after the event or party. If alcohol is allowed at a private special function in the clubhouse pursuant to paragraph 9C above, Resident(s) hosting the function prior to commencement of the scheduled function must provide Park Management

with a written indemnification and waiver of liability and proof of liability insurance binder naming the Park as an additional insured.

10. **LAUNDRY.**

The following rules apply when laundry facilities are provided for Resident use.

- 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 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 washers and dryers as soon as they are washed or dried. Dyeing may not be done in the washers. The laundry is to be left in a neat, clean and orderly condition. Pet laundry may not be done in the washers.
- D. Additional Rules and Regulations governing the use of the laundry and its facilities are posted and are incorporated herein by this reference.

11. **FIXTURES.**

- A. Resident is exclusively responsible for the maintenance of all accessory equipment, structures or other improvements (hereinafter "Fixtures") permanently attached to Resident's mobilehome or embedded in the ground at Resident's Homesite whether installed by Resident or pre-existing as of the date of commencement of Resident's tenancy. Resident shall insure that such Fixtures are kept in a safe condition and comply with these Rules and Regulations, and Resident shall prevent the deterioration of any Fixture and shall be liable for any damage caused by Resident's lack of proper maintenance respecting such Fixtures.
- B. Upon the sale of Resident's mobilehome, Park Management may require the repair or improvement of the exterior of the mobilehome and/or its accessory equipment and structures to comply with local ordinances or state statutes or regulations, or to comply with the then current Rules and Regulations that implements or enforces local or state ordinances, statutes or regulations relating to mobilehomes. Within ten (10) days of receipt of a written request, Park Management will provide a written summary of required repairs and/or improvements.
- C. All landscaping and structures or other improvements permanently attached to or embedded in the ground shall become a part of the realty upon their installation and belong to the Owner. Upon Resident's vacating the Homesite, such improvements shall remain upon and be surrendered with the Homesite. Owner may, however, at its sole option, permit or require Resident to remove at his or her own expense, said improvements. Resident 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 engineering grade intact.
- D. Subject to paragraph C. above, should Resident intend to remove or be required to remove the mobilehome from the Homesite, then Resident shall comply with the following requirements:
 - 1. At least seven (7) business days before any work to remove the mobilehome is commenced, provide in writing to Park Management the name, contact and insurance information set forth in subparagraphs 2 and 3 below, of the contractor and/or transporter Resident will use for dismantling and removal of the mobilehome and restoration of the Homesite.
 - 2. Contractor and transporter must be licensed, bonded and have the required limits of insurance coverage.
 - 3. Insurance requirements as follows:
 - a. \$1,000,000.00 property and liability insurance;

Worker's Compensation Insurance;

- b. PARK must be added as an additionally insured party; and
 - c. PARK must be provided with a certificate of insurance evidencing the insurance requirements above.
4. Provide PARK MANAGEMENT with at least three (3) business days advanced notice, in writing, of the date mobilehome will be removed from the Homesite.

12. SOLICITATION.

- A. Advertisements: All mobilehome spaces must be prominently identified by space number and/or address. Park Management will advise as to acceptable size, type and location. Except as specifically permitted by the Park's Residency Documents, no commercial activity or "For Sale" signs or other signs advertising anything else or advertising any other commercial activity are permitted. The prohibition on commercial activity shall apply to any activity, including, but not limited to, any activity requiring a business license or permit and any proposed lease, sale or exchange of a Mobilehome, except as otherwise provided herein. Personal items offered for sale by Residents of the Park may be posted on the bulletin board in the clubhouse. Such items must be approved and dated by Park Management. Each item may be posted for a limit of thirty (30) days.
- B. For Sale Signs: All exterior signs and advertising flags are prohibited. However, Residents may place a sign in the window of the Mobilehome, on the side of the Mobilehome facing the street or in front of the mobilehome facing the street, stating that the Mobilehome is for sale or exchange. Such sign shall not exceed twenty-four inches (24") in width and thirty six inches (36") in height and such sign shall state only the name, address and telephone number of the owner of the Mobilehome and his or her agent. "Open House" signs and flags are permitted, with the condition that they are pre-approved by Management as to size, number and location; and Management is informed in advance of any open-house. Any signs permitted must be put up immediately before and taken down immediately after the scheduled hours of the open house. Signs are not permitted in streets.
- C. Sales (other than Mobilehome): Except for the sale of Resident's Mobilehome, no "auction," or "moving sale" or "garage sale" will be permitted if they involve advertising or other announcements inviting members of the general public to come into the Park. Residents may, however, advertise items for sale to other Residents of the Park.
- D. Mobilehome Dealers: "Caravanning" by realtors or brokers of Mobilehomes which are for sale is specifically prohibited.
- E. Political Campaign Sign. A political campaign sign is permitted in the window or on the side of a Resident's mobilehome, or within Resident's Homesite provided the sign face does not exceed six square feet and the sign is placed on display no earlier than sixty (60) days before the election to which it relates and removed within ten (10) days after the election. No political campaign sign or signs are permitted in the streets.

13. ARCHITECTURAL SPECIFICATIONS.

The following Architectural Specifications are provided to assist Residents in their preliminary planning as to their Mobilehome, accessory equipment, structures and appliances. These Architectural Specifications are part of the Park Rules and Regulations, and may be modified and enforced as such under the Mobilehome Residency Law. Residents should carefully read each section of the Architectural Specifications to see which section applies to them and discuss their plans for accessory equipment and structures with the Park Manager prior to preparing the written plan for Owner's approval.

14. MOBILEHOME STANDARDS.

A. INSTALLATION OF HOMES AND EQUIPMENT.

Any Mobilehome, accessory equipment, structures and appliances must be approved by Owner in writing before moving onto and installation on Homesites in the Park. Installation of such mobile home, accessory equipment, structures and appliances shall be completed within sixty (60) days of the date Resident signs the Rental Agreement or first occupies the Mobilehome, whichever is earlier.

1. Size: Double wide homes may be installed only on spaces which will accommodate them.
2. Awnings: Porch and carport awnings are required, and they must extend a minimum of seventy five percent (75%) of the length of the Mobilehome, except where front parking is provided. All awnings must extend to the front of the Mobilehome and must be "unitized" and vertical supports must be securely anchored to the ground. On those lots where front parking is provided, either a front carport or garage must be installed. The fascia will be a 3-bend unitized style or wood to match the Mobilehome, extending the full width of the Mobilehome and wrapping around the Mobilehome, and then extending the full length of the awnings. On the twenty-foot (20') wide homes, where applicable, a front awning must be installed on the gable to match the pitch of the roofline. Rain gutters with down spouts which extend to the ground must be installed.
3. Siding and Skirting: All homes must have one of the following types of siding: Alcan siding (shiplap type), Masonite or its equivalent. Skirting shall match the siding in both color and material. Masonry skirting is permitted.
4. Driveways: Asphalt, concrete or gravel driveways may be provided. Individual driveway maintenance shall be Resident's responsibility, unless the driveway was installed by the Park. Residents shall keep the street area in front of their Homesite free from debris.
5. Porches: On twenty four foot (24') wide Mobilehomes, the porch must be a minimum size of 8 x 20. For front entry Mobilehomes, the porches will be a raised type, professionally constructed, using tongue and groove or plywood flooring, indoor/outdoor carpeting, metal handrails and have the stairs indented on the corner closest to the Mobilehome on the carport side. For side entry Mobilehomes, the requirements are the same with the exception of the stair location and the size. The stairs will be indented on the front of the porch. The temporary steps provided by the mobilehome dealer must be removed from the Homesite no later than thirty (30) days from the date the mobilehome is moved into the Park.
6. Steps: The rear steps will be of the commercially manufactured type, utilizing metal handrails and indoor/outdoor carpeting.
7. Storage Shed: The Homesite may have one (1) Management approved manufactured storage shed located at the rear of the driveway, not to exceed 120 square feet when combined with any pre-existing storage cabinet on the Homesite and matches the exterior decor and color of the Mobilehome. All sheds must be securely anchored to the ground and must comply with Title 25 setback requirements. Owner must approve of the location and material of the shed.
8. Cooling: The air conditioner will be set at the rear of the driveway, not to interfere with the utility pedestals and be piped away from the Mobilehome so that condensation does not drip onto the side of the Mobilehome, or on the ground around or under the Mobilehome. (See 17E below.) Window air conditioners are not allowed if they will be visible from the street. Evaporative coolers may only be installed on the roof of the Mobilehome.
9. Roofs: Only composition roofs are permitted. No aluminum or other metal roofs are allowed. Roofs must have a minimum 3/12 roof pitch.
10. Hitches: All Mobilehomes must have detachable hitches.

11. Colors and materials used for all improvements, appliances, equipment and structures are subject to Park Management approval.
12. The location, set-back and final position of each home will be under the overall direction and supervision of the Park Management. Park Management reserves the right to redesignate or close lot areas and relocate Resident's Mobilehome within the Park to accommodate reconfiguration or closure of Park lots or other improvements pursuant to the Mobilehome Residency Law or other law.
13. Mailboxes: All Residents shall provide and maintain their own USPS approved mailbox and mailbox post unless common postal boxes are provided by park management then resident shall be responsible for any locking mechanism on the individual resident postal box. In addition, resident shall provide a location on the mobile home or below the USPS with a park approved receptacle i.e. PVC tube for Park related material to attached or inserted into.

15. EXISTING HOMES.

As to Mobilehomes already located in the Park, Owner requires that the Resident maintain in good condition and repair all accessory equipment, structures, and appliances which are presently installed or may be installed on the Homesite. This obligation includes replacement of any such items which are missing or are damaged to the point that they cannot be reasonably repaired. The obligation also includes the repainting of the Mobilehome, accessory equipment, structures, and appliances when they are reasonably in need of repainting. In addition, all such items shall be required to comply with all applicable laws and regulations including its location or relocation within the Park. Color and materials used are subject to Park's approval. Persons who were Residents prior to the standards for new Mobilehomes being instituted will not be required to adhere to them unless the Resident voluntarily undertakes to make the change or addition to Resident's Mobilehome or Homesite, accessory equipment, structures or appliances. Resident will also only be required to adhere to the new standard(s) which apply to the change or addition actually being made. For example, if new standards were established for skirting and awnings after the date individual became resident, and he or she subsequently voluntarily made a change to his or her awnings, he or she would only be required to adhere to the new awnings standards. Resident will be given sixty (60) days in which to complete the change or addition to the Mobilehome, accessory equipment, structure or appliance. If Resident fails to complete the work of improvement within the specified time period, Resident will be required, upon written notice from Park Management, to either complete the work of improvement within a specified time period or remove the work of improvement and restore the Homesite to its previous condition. The choice as to the two alternatives will be Resident's option.

16. REMOVAL OF HOMES ON SALE.

As set forth in Rental Agreement, the Park may, in order to upgrade the quality of the Park, require the removal of Mobilehomes from the Homesite upon their sale to a third party, in accordance with the provisions of the Mobilehome Residency Law and other applicable laws.

17. ACCESSORY EQUIPMENT, STRUCTURES AND APPLIANCES.

- A. Prior to commencing installation of or a change in accessory equipment and structures or installation of or a change in any appliance which is to be connected to the gas, electric, or water supply, Homeowner shall submit for Owner's approval a written plan describing in detail the accessory equipment, structure or appliance which Homeowner proposes to install or change. Because of the wide variety of types and styles of available appliances, accessory equipment and structures, it is impossible to describe all those which owner will or will not accept. Residents are cautioned that there are, or may be, Mobilehomes and/or Homesites in the park which may contain accessory structures and equipment which no longer conform to Park standards. Therefore, Residents may not assume that their plans will be approved because they conform to others that may exist in the Park.
- B. Homeowners should discuss their plans for accessory equipment and structures with the Park Manager prior to preparing the written plan for Owner's approval. Any accessory equipment structure or appliance installed or changed which does not conform with the Park's Residency Documents, shall be

removed by Homeowner within ten (10) days of receipt of written notice. Management's written approval is required before any work requiring a building permit commences.

- C. Building permits, licenses and other similar permission from governmental or quasi-governmental bodies or agencies are required and must be obtained before construction or installation of certain accessory equipment, structures and appliances, and all such appliances, equipment and structures must comply with all federal, state and local laws and ordinances. Written approval is required before any work requiring a building permit commences.
 - D. Except in those instances where the electrical system capabilities may be insufficient to supply adequate power to all appliances or there are specific restrictions on the Rules and Regulations or in other of the Park's Residency Documents to items "...connected to the gas, electric or water supply..." are not intended to include normal household appliances that can be installed by simply "plugging in" an electrical plug or attaching a water hose to an existing outlet or making a similar connection to a gas outlet. Rather, the Park is only concerned with items which require more extensive installation efforts where the method and quality of the installation may present health or safety problems if not performed correctly, the installation of items which require building permits or installation by a licensed contractor, or where the Park or other persons may be adversely affected by the installation of the particular item.
 - E. Appliances used for heating and cooling, such as refrigerated air conditioning units, electric furnaces or other space heating units may not be installed without prior Management approval. Drippings from air conditioners are not allowed to fall onto the ground under the Mobilehome. They must be piped away from the Mobilehome in a manner satisfactory to Owner. Owner must approve both the type and location of all air conditioning and cooling units.
 - F. Homeowner shall bear the cost of repairs to any utilities or Park property damaged by Homeowner. To avoid damage to underground facilities, Homeowner must have Owner's consent before digging or driving rods or stakes into the ground.
18. **LANDSCAPING.** All occupied Homesites within the Park must be fully landscaped. Bare, unlandscaped lots are not permitted. The following are the Park's general requirements:
- A. Landscaping of unlandscaped Homesites or changes to existing landscaping shall be completed within ninety (90) days of the date Resident signs the Rental Agreement or first occupies the Mobilehome, whichever is earlier.
 - B. Prior to commencing any landscaping, including changes to existing landscaping, Resident shall submit in writing a detailed landscaping plan to Owner for approval. All changes by Resident already residing in the Park must be completed within sixty (60) days of approval. Owner encourages everyone to be as original and elaborate as they wish as far as lawn, flowers and shrubs are concerned.
 - C. The following general landscaping standards are provided only to assist Resident in their preliminary planning.
 - 1. No construction rock, pea gravel or bark is permitted. Only live plants, decorative or colored rock approved by Management may be used. If rock is used, plastic sheeting must be placed beneath, leaving a ring around any trees for watering and edging must be used in order to contain the rock within the homesite, and it must be kept in a neat condition.
 - 2. Evergreen grasses, ground covers, flowers and small shrubs are generally acceptable, and Residents are encouraged to install and maintain same.
 - 3. Resident shall not, unless authorization is given by Owner, remove any plants upon his vacating the Park.
 - 4. Owner expressly prohibits the use of any manures or odorous chemical fertilizers.

5. Waterfalls, statutory and other forms of décor will be permitted only with Management's prior approval.
 6. Some form of planted ground covers, acceptable by Owner, is required.
 7. Small vegetable or fruit gardens not to exceed 100 square feet are permissible in the rear of the Homesite providing they are out of view from the Park streets. Resident must contact Owner to determine 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 are expressly prohibited.
 8. A tree may be planted on Resident's Homesite only with prior written approval of Owner. The Owner retains the option to determine the location of and the type of tree which may be planted.
 9. To avoid damage to underground utilities, Resident must have Owner's consent before digging or driving rods or stakes into the ground. Resident shall bear the cost of repairs to any utilities or Park property damaged by Resident.
 10. The existing drainage pattern and grading of the Homesite may not be changed without Owner's consent. Resident is responsible for insuring that water does not puddle or stand and drains away from Resident's mobilehome into the street, but not onto other Homesites or common areas. Resident may be required to correct improper drainage at Resident's expense, including, but not limited to, re leveling or otherwise adjusting Resident's mobilehome or repairing and/or replacing any improvements.
- D. All landscaping, including, but not limited to, shrubs, vines, bushes and lawns shall be well maintained. Such maintenance shall include, but not be limited to:
1. The frequent, at least twice each month, mowing of any lawns.
 2. Homesite shall be kept free of weeds and other 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.
 4. The trimming and maintenance of all trees and shrubs in a manner that prevents them from developing a root structure that causes cracking or buckling or otherwise interferes with the streets, driveways or other community facilities.
 5. Except as set forth in Civil Code Section 798.37.5, Resident is responsible for the maintenance of all trees located on his or her Homesite. The Resident will not trim trees or shrubs on Park property other than on his or her Homesite without Owner's written consent.
 6. When vacationing or absent for any other reason, it is the responsibility of the Resident to arrange for someone to water and maintain the Homesite.
 7. Homeowners are required to water and maintain their yards. Homeowner agrees to avoid having the water overflow into the streets or neighbors' yards, since it is a waste of water, a nuisance to other Homeowners, and causes damage to the Park's streets.
 8. Installation of fences or walls is prohibited without Owner's prior written consent. Park Management reserves the right to approve or reject any fences as to height, material and location. Fences on the Homesite that face the street may not exceed four feet (48") in height. Fences on the sides and rear of the Homesite that do not face the street must not exceed six feet (72") in height.

9. All landscaping must be maintained in a manner that is acceptable to management. Any lawns with bare or dead spots must be either reseeded or resodded within fourteen (14) days. Any lawns that are of an annual nature must be reseeded during the winter season. Those lots which may still have rock on them will be kept neat and clean. This is to include, but not be limited to, keeping the rocks free of weeds and other debris. When rockscaped yards have deteriorated to the point where the rocks are sparsely placed or the plastic underlayment is non-functional or non-existent, Owner will require that the Homesite be relandscaped pursuant to the then current Architectural Standards. All bushes and shrubs will be trimmed back so they do not protrude into the gutters and streets.

19. LOT AND HOME MAINTENANCE AND APPEARANCE.

- A. General: Homeowners shall maintain their Homesites and Mobilehomes and all landscaping, structures, improvements and other things attached to or placed thereon in good condition and repair and in a neat, clean, attractive and well-kept fashion. This obligation includes replacement of any accessory equipment, structures and appliances which are missing or are damaged to the point that they cannot reasonably be repaired. In addition, this obligation includes the repainting of the Mobilehome, accessory equipment, structures and appliances when they are reasonably in need of repainting. Any change in the color of a Mobilehome or accessory structure must have Management's prior written approval. (See paragraph J below.) When a Homeowner is away, it is the Homeowner's responsibility to have someone maintain his or her Mobilehome and Homesite.
- B. Equipment: It is the Homeowner's responsibility to maintain and repair Mobilehome and Homesite using their own equipment, such as lawn mowers, ladders, tools, etc. Borrowing equipment from the Park is prohibited.
- C. Windbreaks: Bamboo, reed, matchstick or other types of hangings or windbreaks are expressly prohibited from being placed on the Homesite or Mobilehome. Use of corrugated fiberglass must have Management's prior approval.
- D. Lighting: Outside lights shall not exceed sixty (60) watts and shall not glare or shine away from Homeowner's Mobilehome so as to cause a nuisance to other Homeowners.
- E. Storage: Wheels, hitches and other items permitted by law are the only objects which may be stored under the Mobilehome. Unless specifically permitted by the Park's Residency Documents or approved by Owner, nothing may be placed or stored outside of the Mobilehome or storage shed(s). This includes, but is not limited to overstuffed furniture, appliances, ironing boards, brooms, mops, tools, gardening equipment, debris, refuse, litter, firewood or any item which is unsightly in appearance. Patio furniture that complies with these Rules and Regulations and barbecue equipment, all of which are to be maintained in an attractive and neat condition, are the only items permitted outside of the Mobilehome or storage shed(s). Nothing is to be hung outside of the Mobilehome or shed to dry or air or for any other purpose.
- F. Patio Furniture: Only outdoor patio furniture approved for use by Owner, such approval not be unreasonably withheld, may be used on the patio, porch, yard or other portions of the Homesite.
- G. Garbage and Trash Disposal: Any garbage that cannot be placed in a mechanical garbage disposal must be wrapped and with other refuse must be placed in plastic trash bags and then placed in the trash bins or removed from the Park. Furniture and large appliances, or other similar hard-to-handle items are not to be placed in the trash bins or trash area for disposal. Any personal trash bins used by Residents are to be kept covered with lids at all times, kept concealed from public view and emptied on a regular basis. Sanitary and health laws must be obeyed at all times. Liquids shall not be placed in the trash bins, they leak easily and cause undesirable conditions. Disposal of hazardous materials is prohibited in the Park. This includes, but is not limited to, automotive fluids such as oil and transmission fluid, paint, and pesticides. Combustible noxious or hazardous materials should be removed from the Park and not placed in containers. Residents are responsible for proper disposal of their own hazardous materials. Garbage must be wrapped and, with other refuse, must be placed in

plastic trash bags and kept in an approved container. Trash will be picked up periodically by a local refuse hauler.

- H. Signs: No signs, other than the Homeowner's name and address or "For Sale" sign and/or a political campaign sign permitted by these Rules and Regulations shall be visible on the Homesite. "For Sale" signs and political campaign sign are further discussed at Section 12 of these Rules and Regulations.
- I. Damage: If any portion of the exterior of the Mobilehome or its accessory equipment, structures or appliances or the Homesite are significantly damaged to the extent that the Mobilehome is uninhabitable, the damage must be repaired promptly. This includes but is not limited to, damage to the siding, awning supports, downspouts, skirting, porch or storage building. If a Resident's Mobile home has not been repaired, reconstructed or restored within a reasonable time after work has been commenced on it, the Resident shall remove the Mobilehome from the Park at Resident's expense. However, Resident is prohibited from making any repairs or improvements at the expense of the Park. If Management approval or authorization is required in any matter, Resident is expressly prohibited from giving such approval or authorization on behalf of the Park.
- J. Exterior Painting: The exterior paint on Resident'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 the Owner prior to any painting.
1. The color of the paint and trim on exterior of the home must be approved in writing by the Park Manager. The Park Manager will provide Resident with 4" x 6" wood material. A sample of the requested colors must be submitted to the Park Manager on the 4" x 6" wood material with the color formula of the base and trim and the brand name of the paints.
 2. Only licensed contractors may do spray painting in the Park or install items which are required to be connected to the electrical, gas or water supplies. As major repairs and painting can cause damage to the property of others if not properly conducted, Resident is required to obtain Park Manager's written consent before undertaking such action.
- K. Utility Pedestal: The utility pedestal (water and utility hookups) must be accessible at all times. (Title 25 §§ 1183, 1226) Utility pedestals may not be covered or blocked in any way that would limit access to shut off valves or hamper reading of the utility meters. This includes, but is not limited to any type of shrubbery, brick work or construction of any kind. 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. Resident 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 electrical current, natural gas or water.
- L. Drainage: Existing drainage patterns and grading of the Homesite may not be changed without Owner's written consent. It is the Resident's responsibility to assure the natural flow and drainage of water on the Homesite. This requires that Residents do not impede the natural flow and drainage of water, or assist in the buildup of water under the Mobilehome, on the Homesite or adjacent Homesites, or in the streets. Residents are required to use proper irrigation techniques. Running sprinklers or hoses are not to be left unattended. Sprinklers or hoses may not spray or overflow onto neighbors' Homesite, or cause flooding into streets. (Also see Section 18C(10) above.) Manufactured Accessories: Only manufactured accessory equipment and structures and appliances are permitted and no such "homemade" equipment, structures or appliances may be installed without Owner's prior written approval.
- M. Concrete: All concrete, asphalt and other surfaces shall be kept clean and maintained free of oil and all other sticky or oily substances. Park is responsible for Resident driveways only to the extent required by Civil Code Sec. 798.37.5.
- N. Antennas and Satellite Dishes: Resident must abide by the following standards regarding the installation of any exterior satellite dish or antenna on Resident's Homesite:

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 of Resident's mobilehome, unless such location interferes with the quality of reception.

Due to changes in the installation policy of DirecTV and Dish respecting satellite dishes, any installation of satellite dishes now requires prior Park approval for placement of the same. Please contact the Park Manager's office if you are having a satellite dish installed and the Park Manager will make arrangements to be available when the installer is at Resident's home. In all instances, trip hazards must be avoided. If any satellite dish placement is not pre-approved, then Resident may be required to have the same relocated at Resident's sole cost.

Any installed satellite dish must be properly maintained. An installer (including Resident) of a satellite dish must indemnify or reimburse Park for loss or damage caused by the installation, maintenance, or use of Resident's or satellite dish.

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 Resident'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.

Other than for television, no other antennas (including, but not limited to, ham radio and CB antennas) are permitted in the Park.

- P. 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 Resident's mobilehome by any county, state or federal agency must be paid by Resident. Resident shall provide to Park Management, on three (3) days' written notice, a copy of the registration card issued by the Department of Housing and Community Development for the mobilehome occupying the Resident's homesite. For Mobilehomes which are on the property tax rolls, Resident shall provide Park Management, upon three (3) days written notice, proof that the property taxes are paid current.
- Q. Flags. No flags, other than small United States and California flags on short flagpoles mounted on the front of the mobilehome shall be visible on the Homesite.
- R. Holiday Decorations. Holiday decorations may be placed outside the home, but must be tasteful and properly cared for. The time allowed for decoration display must be immediately before the Holiday and must be removed immediately after the Holiday. Christmas decorations may be displayed only from Thanksgiving weekend through the first weekend in January. This includes outdoor lighting.
- S. Solar Panels. Solar heating panels are permitted with prior Park approval. Manufacturer specifications must be followed regarding installation. Solar heating equipment or other similar devices will not extend more than twelve inches (12") above the existing roof or awnings. All exposed surfaces, except the solar collecting surface must be of a non-glare material and/or painted to match the existing roof and mobilehome.
- T. Special Standards. In order to maintain the aesthetic beauty of the Park, Park Management retains the right to impose additional standards on those Residents who have corner Homesites or Homesites in unique locations.
- U. Work Done By Contractors. Management must give prior written approval of all work to be done by contractors in the Park.

IF THE SPACE IS NOT MAINTAINED IN ACCORDANCE WITH THESE RULES, AND REGULATIONS MANAGEMENT MAY SERVE RESIDENT WITH A NOTICE TO COMPLY. IF RESIDENT DOES NOT COMPLY WITHIN 14 DAYS FROM THE NOTICE, MANAGEMENT MAY HAVE THE WORK COMPLETED AND CHARGE RESIDENT FOR

20. SWIMMING POOL RULES AND REGULATIONS.

The following rules apply when swimming pool and/or spa facilities are provided for Resident use.

- A. Please note that this section only applies if the Park has an existing swimming pool. In order to avoid any embarrassment to you, your Guests, or Management, please familiarize yourself with these Rules and Regulations and do not violate them. They apply to all Homeowners and their Guests.
- B. The pool is only for the use of Homeowners and Residents.
- C. Homeowners and Residents who use the pool must first sign the Park's Residency Documents.
- D. Anyone who uses the pool does so at his/her own risk. Swimmers should not swim alone; there are no lifeguards.
- E. Children under 14 years of age must be accompanied by a responsible adult when in the pool.
- F. Incontinent persons must wear plastic pants in order to be permitted in the pool.
- G. Only two accompanied Guests per Homeowner family are permitted.
- H. Everyone must shower and remove body oils and lotions before using the pool.
- I. Remove all hairpins, clips, rubber bands and any other hair devices before entering the pool.
- J. No glass objects are to be brought onto the pool deck of the pool area.
- K. No alcoholic beverages of any kind are permitted in the pool area.
- L. No running, splashing, chasing, rough-housing or disturbing activity is allowed.
- M. No pets of any kind are allowed in the pool area other than service animals.
- N. No bare feet, bare chests, swim wear or bathrobes are allowed in the clubhouse.
- O. Only bathing suits shall be worn in the pool; no cutoffs, walking shorts or shirts.
- P. Footwear must be worn when walking from the streets to the pool area.
- Q. All Homeowners, Residents and their Guests must abide by the Park's Rules and Regulations at all times.
- R. The pool is open to all Residents and their Guests during the hours posted at the pool. Additional Rules and Regulations may be posted above the pool area and they are incorporated by this reference.
- S. No rafts, inner tubes, boogie boards or other flotation devices, beach balls, volleyballs, basketballs, tennis balls or any other toys or sporting equipment that Management may, in its sole discretion, deem to be a nuisance or a cause for complaint by other pool users, may be brought into the pool area.
- T. The Management may restrict Homeowners, Residents, their family members or their Guests from using the pool if these Rules and Regulations are not adhered to.

21. PET RULES.

- A. Written approval to keep a pet in the Park must be obtained from Park Management, and Resident must sign a pet agreement. Park Management reserves the right to deny a Resident a pet if a proposed pet would pose a threat to the health and safety of residents of the Park.
- B. No more than one (1) pet is allowed per mobilehome.
- C. A pet is defined as a house pet that spends its primary existence within the mobilehome and is limited to a domesticated bird, cat, dog, or aquatic animal kept within an aquarium.
- D. Non-house pets (including farm animals) are prohibited under any circumstances. Strange and exotic pets are not permitted.
- E. The types of pet permitted are: a domesticated bird, cat, dog, or aquatic animal kept within an aquarium. Only medium-sized cats or dogs (which, at maturity, do not exceed forty pounds (40 lbs.) in weight or twenty inches (20") in height when measured at the shoulders in a standing position) are permitted. Guide dogs, signal dogs, and other service dogs as defined by Civil Code § 54.1 or Title 28 Code of Federal Regulations § 36.104 are exempt from the size limitation otherwise applicable to dogs. **Pit Bulls, Pit Bull mix, Chow Chows, Rottweilers, Doberman Pinschers, Doberman Pinschers mix, miniature Doberman Pinschers, Boston Terriers, Wolfhounds, Dingoes, German Shepherds, Bull Terriers, Great Danes, Mastiffs, Boston Bull Terriers, Pugs and other aggressive breeds are expressly prohibited.**
- F. Park Management must approve all pets before application to rent is accepted. A Pet Agreement must be executed between the Park and Resident for each pet. Said Pet Agreement, by reference hereto, is made a part of these Rules and Regulations as though fully set forth herein.
 - G. If a pet is lost or dies, written approval to acquire a new pet must be obtained from Park Management.
 - H. If any of the rules regarding pets or the Pet Agreement is violated, and such violation is noted by Park Management or a valid complaint is made by another Resident, the Resident owner of the pet may receive an official notice of the rule violation, which is the commencement of a legal process against the tenancy.
 - I. Each pet must be licensed and inoculated in accordance with local law. Evidence of licensing and inoculation and a photograph of Resident's pet, or the pet brought into the Management to take a photograph, shall be submitted to Park Management within seven (7) days of receipt of written request for such information.
 - J. Pets must be on a leash when not inside the mobilehome.
 - K. Any pet running loose in the Park will be taken to Animal Control.
 - L. Pets will not be allowed in the clubhouse or any recreational area at any time other than service.
 - M. Pets will not be allowed to cause any disturbance which might annoy neighbors, including, but not limited to, barking, growling, 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 annoyance 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 Resident's pet.
 - N. All pet waste must be cleaned up immediately and disposed of in a sanitary fashion.
 - O. No exterior pet housing is permitted in the Park. This includes, but is not limited to, any type of confining barricade or structure, unless for a dog in a fenced yard with prior written Management approval.

- P. Guests are not permitted to bring any pet into the Park, unless kept on a leash and tended to at all times.
- Q. Feeding of stray cats and other animals is prohibited.
- R. The tying up of pets outside the mobilehome and leaving them unattended is prohibited.
- S. The Park encourages pets to be spayed or neutered. In the event of offspring, the Management must be notified and written permission must be obtained for the offspring to stay in the Park for an interim period.

22. INSURANCE.

Owner does not carry public liability or property damage insurance to compensate Resident, Resident's Guests, or any other persons from any loss, damage, or injury except those resulting from actions where Owner would be legally liable for such loss, damage or injury. Resident is responsible for obtaining, at Resident'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 Resident, Resident's invitees or others from loss or liability, and Resident hereby agrees to indemnify and hold harmless Owner from any liability therefore. Resident shall provide to Park Management, on three (3) days' written notice, proof of Resident's homeowner insurance policy (or policies) on Resident's mobilehome and homesite. Prior to approval of any application for pets, subleasing (if permitted) and installation of improvements to Resident's homesite, mobilehome, or its accessory equipment and structures, Resident will be required to provide to Park Management written proof of liability and homeowner insurance and will be required to make Owner an additional insured under such policy.

23. ZONING AND CONDITIONAL USER PERMIT INFORMATION.

- A. The nature of the zoning under which the Park operates is as follows: MHP
- B. The date of expiration or renewal of any conditional use or other permits required to operate the Park which are subject to expiration or renewal is as follows: The Park is operating pursuant to a conditional use permit which has an unknown expiration date.
- C. The duration of any agreement of the Park or any portion thereof in which the Park is a Lessee is as follows: The Park is not subject to any underlying ground lease.
- D. If a change occurs concerning the zoning or permit under which the Park operates, all Residents shall be given written notice within thirty (30) days of such change.

24. RENTING, SUBLETTING OR ASSIGNMENT.

A. Resident shall not sublease, rent or assign Resident's Homesite or any rights or interest that Resident may have under Resident's rental agreement, except as permitted by the Mobilehome Residency Law and other applicable law. Park may place such restrictions upon subletting as are permitted by law, may increase the rent charged to Homeowner as permitted by law, and may amend these Rules and Regulations to include provisions regarding subletting.

25. OCCUPANCY QUESTIONNAIRE.

Resident shall complete, sign and provide to Park Management, on three (3) days written notice, an "Occupancy Questionnaire." Such executed Occupancy Questionnaire shall contain the following:

- A. The names of all occupants of the Homesite;

- B. Nature of occupancy for each individual occupying the Homesite, i.e., extra person, Resident, shared tenancy under California Civil Code § 798.34(b), family member;
- C. The legal owner and registered owner of the mobilehome;
- D. Names and addresses of all lienholders of the mobilehome;
- E. A copy of the registration card or certificate of title issued by the Department of Housing and Community Development or other government agency for the mobilehome occupying the Homesite.
- F. Proof of Resident's insurance policy (or policies) on Resident's mobilehome.

26. PARK OFFICE AND COMPLAINTS.

Except in an emergency, please do not telephone or contact Park Management after normal business hours. 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 community business is conducted during posted office hours. Appointments may also be made in advance with the Resident Manager for other reasonable hours if necessary.
- C. Resident shall not request Park maintenance personnel to perform jobs for Resident, nor shall Resident give instructions to Park maintenance personnel. All Park repair or maintenance requests shall be submitted in writing to Park Management.

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

28. APPROVAL OF PURCHASER AND SUBSEQUENT HOMEOWNERS.

Prior approval of Park Management must be obtained if the prospective purchaser of the mobilehome intends for the mobilehome to remain in the Park. Among other requirements, any purchaser must do the following before occupying the mobilehome: (a) complete an application for tenancy (which may include a fee for obtaining a financial report or credit rating); (b) be accepted by the Owner; (c) execute a new rental agreement or other agreements for the occupancy 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. A list of the other requirements for approval of purchasers of mobilehomes to remain in the Park, as allowed under the Mobilehome Residency Law, can be obtained from Park Management upon request. In addition, see the requirements under paragraph 29 of these Rules which are incorporated herein by this reference.

29. 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 move or sell Homeowner's mobilehome before the expiration of the Sixty Day Notice period.

- B. After the expiration of such Sixty Day Notice period, and the mobilehome has neither been sold nor moved, the mobilehome may not remain at its present location and must be removed.
- 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 completion of all of the following:
- (1) Purchaser must complete an application for tenancy (which may include a fee for obtaining a financial report or credit rating);
 - (2) Purchaser must be accepted as a tenant by the Owner;
 - (3) Purchaser must execute a new rental agreement or other agreements for the occupancy 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 OR AN ASSIGNMENT OF THIS 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 this Agreement, the Rules and Regulations, and other residency documents now in effect;
 - (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. Notwithstanding anything contained herein to the contrary, 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. Any rights granted either party by the Mobilehome Residency Law and by other applicable law may be enforced by either party at that party's option.
- E. Notwithstanding anything contained herein to the contrary, upon the sale or transfer of Homeowner's mobilehome, if the mobilehome is to remain in the Park, Homeowner shall make all repairs or improvements to Homeowner's mobilehome, to its appurtenances, or to accessory structures as may be required by Owner, pursuant to California Civil Code § 798.73.5, as amended.

30. PARAGRAPH HEADINGS.

The heading 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. COMPLIANCE WITH LAW AND RULES AND REGULATIONS.

A. Residents and their accompanied Guests have the right to use the Homesite and Park Facilities only if they comply with these Rules and Regulations and the other provisions of the Park's residency documents.

B. Resident agrees to abide and conform with all applicable laws and ordinances, all terms and conditions of these Rules and Regulations, all rules, regulations, terms and provisions contained in any document referred to in Resident's Rental Agreement, and said rules, regulations, terms and provisions as may, from time to time, be amended, modified or otherwise changed by Owner.

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 or she is not a third party beneficiary of any other agreement between Owner/Park Management and any other Resident in this Park.

D. Resident must recognize that Park Management will not be responsible to Resident for normal, day-to-day disturbances that may result from the close proximity of other Residents and persons within the Park. Park Management will not be liable to Resident for monitoring each routine disturbance, disagreement or minor problem that may occur between neighbors. If Resident is unreasonably disturbed or bothered by the activity of another Resident or the Guest of another Resident, Resident should attempt to reasonably resolve any such problem.

E. Any violation of the Rules and Regulations shall be deemed a public nuisance. Resident Homeowner agrees that a breach of any of the Rules and Regulations cannot reasonably or adequately be compensated in damages in an action of law and, therefore, Owner shall be entitled to injunctive relief including, but not limited to, restraining Resident from continuing to breach any such Rules and Regulations, term, or condition, or to allow a condition in violation of a rule or regulation, term or condition to exist or continue to exist.

32. ACKNOWLEDGMENT

Resident(s), which includes each of the persons set forth in the Rental Agreement, acknowledge that they have read, understand, and received copies of these Rules and Regulations, and a copy of the Mobilehome Park Residency Law. Resident(s) understand that by executing these Rules and Regulations; or that by having been served with a copy of these Rules and Regulations in accordance with the Mobilehome Residency Law (§798.25), they will be bound by the terms and conditions; thereof.

RESIDENT

RESIDENT

RESIDENT

WITNESSED BY:

Manager

DATE _____