

February 1, 1999

THUNDERBIRD OAKS MANUFACTURED HOME COMMUNITY

A Community for Persons 55 and Over

2501 Thunderbird Drive
Thousand Oaks, California 91362

RULES AND REGULATIONS

1. INTRODUCTION

A. These Rules and Regulations have been designed to encourage Residents to cooperate with the Owner and Management of Thunderbird Oaks Manufactured Home Community (hereinafter "Community") and to promote the enjoyment and convenience of all residents in the Community. All Rules and Regulations of the Community will be interpreted and applied in a reasonable manner.

B. It is the policy and intent of Thunderbird Oaks Manufactured Home Community to accept applications for tenancy without regard to race, color, creed, religion, sex, marital status, sexual orientation, disability, national origin or ancestry.

C. These Rules and Regulations supersede any other rules and regulations dated prior to the date set forth above.

2. AGE RESTRICTION:

Thunderbird Oaks Manufactured Home Community is a fifty-five (55) and over community. At least one (1) person who is at least fifty-five (55) years of age must live in and occupy the home at all times. All other occupants of the home must be at least forty-two (42) years of age or older. **AS IS TRUE OF ALL OF THE RULES AND REGULATIONS, THIS RULE MAY BE CHANGED OR ELIMINATED AT ANY TIME IN ACCORDANCE WITH THE PROVISIONS OF THE MOBILEHOME RESIDENCY LAW WITHOUT LIABILITY TO YOU AND/OR OTHERS.**

3. OCCUPANCY RESTRICTION:

No more than two (2) persons per bedroom, plus one (1) additional person per mobilehome shall regularly occupy the mobilehome. For purposes of this restriction, "bedroom" is a room intended by the manufacturer of the mobilehome to be regularly used as a bedroom and all bedrooms must contain closet space. "Bedroom" does not include any room which has been or could be converted to a bedroom.

4. USE OF FACILITIES:

Residents and guests may use the space and Community facilities only if they comply with these Rules and Regulations and other provisions of the Community's residency documents. Owner will attempt to promptly, equally and impartially obtain the cooperation and compliance of all residents with 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, the nature and extent of the failure to comply, the expense and practicability of enforcement and the laws then in effect. 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/she is not a third party beneficiary of any other agreement between Owner and any other resident in the Community or the Rules or Community's Rental or Lease Agreements.

5. COMMUNITY PERSONNEL:

A. Owner shall be represented by its Community Manager vested with all the legal right and authority to enforce the Rules and Regulations on behalf of Owner.

B. Community maintenance personnel are employed for maintenance of Community property only. Please do not ask them to do any work in or around your home. If you have any questions concerning the utility pedestal outside your home, or any questions in regard to the Community Rules, please contact the Manager. Maintenance employees do not have any authority to answer questions concerning State, County, City or other laws and ordinances or the Community Rules and Regulations. Community property, tools and equipment are for the use of Community personnel only. Residents shall not use or borrow any of the Community's property, tools or equipment.

6. PAYMENT OF RENT:

All rents are due and payable in advance on or before the first (1st) of each month. All rents shall be paid by check or money order. Owner may, upon ten (10) days' written notice to Resident, require payment to be made in cash or equivalent. If the entire rent owed by Resident is not paid by the sixth (6th) of the month, Resident shall pay a late charge of Fifteen Dollars (\$15.00) to Owner in addition to that month's rent. Resident shall also pay to Owner a Fifteen Dollar (\$15.00) charge for each check of Resident's which is returned or dishonored for any reason by Owner's bank.

7. GUESTS:

A. All guests must register with Management if they stay more than a total of twenty (20) consecutive days or thirty (30) days in a calendar year and are subject to a guest charge as set forth in your rental agreement. Guests under the age of forty-two (42) may not remain in the Park for more than twenty (20) consecutive days or thirty (30) days in a calendar year.

B. Resident agrees to acquaint all guests with the conditions of tenancy of the Community, including, but not limited to, the Community's Rules and Regulations. Resident is personally responsible for all the actions and conduct of his guests including, but not limited to, any damage caused by his guests.

C. Owner reserves the right to determine whether the Community's recreational and other 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 unreasonably detract from the use and enjoyment of these facilities by other residents and guests who are then using the facilities.

D. Guests are permitted to use the facilities of the Community only when accompanied by a responsible resident.

E. If Resident will not be present, then no guests may occupy or otherwise use Resident's home without Management's consent.

8. LANDSCAPING:

A. Landscaping of unlandscaped Spaces or changes to existing landscaping shall be completed within ninety (90) days of the date Resident signs the rental agreement or the date work is first commenced, whichever is earlier. Because of the infinite variety of living and non-living objects which may be used in landscaping, it is impossible to describe all things which the Owner will or will not accept as landscaping. Consequently, the following general landscaping standards are provided only to assist residents in their preliminary planning. Prior to beginning any landscaping, including changes to existing landscaping, Residents must obtain the prior written approval of Management. Residents are cautioned that there are spaces in the Community which contain landscaping which no longer conform with the present Community standards and regulations. Residents may not assume, therefore, that their plans will be approved because they conform to landscaping existing on other spaces. Any landscaping installed which does not conform to the Community's residency documents or is installed without the required written approval shall be removed by Resident within ten (10) days of receipt of written notice.

B. The Community's general landscaping standards are:

- (1) Residents are encouraged to be as original and elaborate as they wish as far as lawn, flowers, and shrubs are concerned;
- (2) Only live plants may be used;
- (3) The use of odorous manures and fertilizers is prohibited;
- (4) If rock, wood chips or bark is incorporated in your landscaping plan, no more than two-thirds of the unoccupied portion of your space shall be covered with rock, wood chips or bark and black plastic ground cover must be used to prevent weeds from growing up through the rocks, wood chips or bark. The remaining portion of the space shall be planted with greenery (shrubs, flowers, etc.);

- (5) Trees are permitted only with prior written Community approval as to the type and location. No tree or shrubbery is allowed which does or may develop a root structure which causes cracking, buckling, or otherwise interferes with streets, driveways, other Community facilities or other spaces;
- (6) Installation of fences or walls must be approved by Management in writing prior to their construction. Fences and walls built without the approval of Management must be removed by Resident within ten (10) days of receipt of written notice;.
- (7) Waterfalls, statuary and other forms of decor will be permitted only with Community's prior approval; and
- (8) Permanent flagpoles are not permitted. Flagpoles which are four (4) feet or less in length, which are designed to be mounted on the front of the mobilehome and easily removed for storage are permitted.

9. ACCESSORY EQUIPMENT, STRUCTURES AND APPLIANCES:

A. The installation of all required appliances, accessory equipment and structures on ~~incoming homes~~ by Resident shall be completed within ninety (90) days of the date Resident signs the rental agreement or first occupies the mobilehome, whichever is earlier. 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, Resident shall submit for Management's approval a ~~written plan~~ describing in detail the accessory equipment, structure or appliance which Resident 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 Community will or will not accept. Consequently, ~~the following~~ accessory equipment, structures and appliance standards are provided only to assist residents in their preliminary planning. Residents must discuss their plans for accessory equipment and structures with the Community Manager prior to preparing the written plan for Management's approval. Residents are cautioned that there are homes and spaces in the Community which contain accessory equipment, structures and appliances which no longer conform with the present Community standards and regulations. Residents may not assume, therefore, that their plans will be approved because they conform to accessory equipment, structures and appliances existing on other homes and spaces. Any accessory equipment or structure or appliance installed or changed which does not conform with the Community's residency documents shall be removed by Resident within ten (10) days of receipt of written notice.

B. The Community's general standards for accessory equipment, structures and appliances for ~~incoming homes~~ are:

- (1) Owner requires that porches, porch and carport awnings, skirting, steps, and a shed be added;
- (2) Carports, patios and porches must be covered by an awning which covers the entire carport, patio and porch and is aesthetically compatible with the appearance of the home;

- (3) All exterior siding of the mobilehome must be of a material approved by the Owner, with skirting to match and compatible with existing homes;
- (4) Owner requires that exterior steps, both patio side and carport side be of an approved material matching the exterior material of the home. Treads and porch surfaces, unless masonry, must be covered with outdoor carpet or other approved material;
- (5) The temporary steps provided by your dealer must be removed from the Community no later than sixty (60) days from the time the home is moved into the Community. Steps must have approved handrails;
- (6) Resident must install one storage shed, with a maximum of 100 square feet, placed in a spot approved by Management. A second storage shed may be installed provided that together they do not exceed 100 square feet. Storage sheds must be of an approved manufactured type, of anodized material and painted to match the exterior of the home;
- (7) All homes moving into the Community must have detachable/removable hitches and tongues which must be removed when the home is installed;
- (8) Only new models which have never previously been occupied, which will fit on the space, will be permitted to move onto any empty space in the Community. Only double-wide homes will be permitted to move onto double-wide spaces;
- (9) Drippings from air conditioners or evaporative coolers are not allowed to fall onto the ground under the home but must, instead, be piped away from the home in a manner satisfactory to Management. Management must approve the location and type of all air conditioning and evaporative cooler units. Air conditioning units must be compatible with the electrical output of the Community. Window units are not permitted;
- (10) All appliances must conform with all applicable federal, state and local laws and ordinances. Resident is responsible for making sure that the home and all accessory equipment and appliances are compatible with the electric service now available and do not exceed 75 amps;
- (11) TV or dish antennae may only be installed at a location approved by Management on the rear one-half (1/2) of the space or home. All such antennae must not be visible from the street. If placement of the antennae in accordance with these rules sufficiently impairs the quality of reception, the antennae must be installed in the most inconspicuous location possible and out of view to the greatest extent possible. TV and dish antennae may only be as high as reasonably necessary to receive acceptable quality signals provided that no TV or dish antennae may extend more than twelve feet (12') above the home roof. Only dish antennae, which do not exceed thirty-nine inches (39") in diameter, are permitted. All other dish antennae are prohibited. Every TV and dish antennae must be installed and secured in compliance with all applicable codes, city and state laws and regulations. TV and dish antennae must be installed and secured so as not to jeopardize the safety

of any neighboring property and/or person. Resident is responsible for the maintenance and repair of any TV or dish antennae installed on resident's space or mobilehome and all such devices must be maintained in good condition and repair. Resident is responsible for all costs associated with the installation, maintenance, use or removal of any TV or dish antennae. TV and dish antennae are not allowed to encroach onto any common area or the space of another resident, or placed in such a way as to obstruct a driver's view of any street, driveway, sidewalk or intersection;

- (12) Homes must have a State of California approved tie down and earthquake bracing system;
- (13) The installation of spas, hot-tubs and jacuzzis are prohibited;
- (14) Color and materials used are subject to Owner's discretion and must be of an earth-tone variety; and
- (15) In order to maintain the aesthetic beauty of the Community, Owner reserves the right to impose additional standards on those residents who have corner spaces or spaces in unique locations. Owner further reserves the right to allow homes and/or accessory structures, equipment and appliances which are otherwise prohibited but which are aesthetically compatible with existing homes and accessory equipment, structures and appliances.

C. The Community's general standards for accessory equipment, structures and appliances for existing homes are:

- (1) Owner requires that the Resident maintain in good condition and repair the home and all accessory equipment, structures and appliances which are presently installed or may be installed on the space. This obligation includes the replacement of any such items which are missing or are damaged to the point that they cannot be reasonably repaired. This obligation also includes the repainting of the mobilehome, accessory equipment, structures and appliances when they are reasonably in need of repainting. Color and materials used are subject to Owner's discretion. In addition, all such items shall be required to comply with all applicable laws and regulations; and
- (2) Those who were residents prior to the standards for incoming homes being instituted will not be required to adhere to them unless they voluntarily undertake to make a change or addition to their space, home, accessory equipment, structures or appliances. Residents will also only be required to adhere to the new standard(s) which apply to the changes or additions they are actually making. For example, if you added a storage shed, you would only be required to adhere to the storage shed standard. In other words, the standards for skirting and awnings would not apply to you unless you voluntarily made some change or addition to your skirting or awnings.

10. LOT AND MOBILEHOME MAINTENANCE AND APPEARANCE:

A. Residents shall maintain their space and home 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. Lawns must be mowed regularly and weeds must be kept under control. Residents shall maintain and trim all trees located on their space regardless of whether they planted the trees or the trees were planted by a prior

resident/occupant of the space. While Owner will be responsible for the trimming of the Oak trees located throughout the Community, Residents must preserve and care for the oak trees in accordance with the regulations of the City of Thousand Oaks. All concretes, asphalt and other surfaces, including parking spaces, shall be maintained in good condition and repair, kept clean and maintained free of oil, and all other sticky or oily substances. Resident is responsible for the maintenance of Resident's driveway. When Resident is away, it is Resident's responsibility to have someone maintain his home and space.

B. Wheels, hitches and other items permitted by law are the only objects which may be stored under the mobilehome. Unless specifically permitted by the Community's residency documents or approved by Management, nothing may be placed or stored outside of the home 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, operable bicycles and barbecue equipment, all of which are to be maintained in an attractive and neat condition, are the only items permitted outside of the home or storage shed. Nothing is to be hung outside of the home or shed to dry or air or for any other purpose.

C. Only outdoor patio furniture approved for use by Management, such approval not to be unreasonably withheld, may be used on the patio, porch, yard or other portions of the space.

D. Garbage and refuse must be placed in plastic trash bags or trash cans and kept inside the mobilehome, storage shed(s) or kept in a location not visible from the street or an adjacent home until placed in the Community's disposal bins or placed at the curb on the designated trash pick-up day. Containers provided for recycling are not to be used for trash or other refuse but for recycling only. Residents are not to remove any item placed in recycling or disposal bins without approval of Management. Sanitary and health laws must be obeyed at all times. Resident is responsible for clogged sewage lines from Resident's home to the main line.

E. Large items such as furniture, boxes, old carpets, appliances, etc., shall not be placed in the Community's disposal bins.

F. Resident shall not dispose of any hazardous waste, substance or household products in the Community disposal bins and shall not dump any such substance on any Community property, on any space within the Community, in any drain connected to the sewer system or in the Community streets. All hazardous waste, substances and household products including, but not limited to, used motor vehicle oil, engine coolant, pesticides, toxins, paints, cleaning products and other similar substances shall be taken by resident to a hazardous waste collection center or otherwise disposed of in accordance with all applicable local, state and federal law.

G. Anything which creates a threat to health and safety shall not be permitted on the space. No flammable, combustible, or explosive fluid, material, chemical or substances, except ones customarily used for normal household purposes, may be stored on the space and then only in quantities reasonably necessary for normal household purposes.

H. As major repair and painting can cause damage to the property of others if not properly conducted, Resident is required to obtain Management's consent before undertaking such action.

I. If any portion of the exterior of the home or its accessory equipment, structures or appliances, or the space is damaged, the damage must be repaired within thirty (30) days. This obligation includes, but is not limited to, damage to the siding, awning supports, downspouts, skirting, porch or storage shed.

J. The utility pedestals (water and utility hookups) must be accessible at all times. If one of the Community's utility shut-off valves is located on Resident's space, it must be uncovered and accessible at all times. Resident shall not connect, except through existing electrical or natural gas outlets or water pipes on the space, any apparatus or device for the purposes of using electric current, natural gas or water. Residents are not to open, remove or tamper with any utility meter and/or system without the prior written approval of the Community.

K. Trees and shrubs may not extend beyond lot boundary lines. All trees and shrubs must be trimmed so as not to obscure the street view of persons driving in the Community. Residents will keep trees located on their space trimmed if so requested by Management. Residents will not remove trees located on their space without the prior written consent of Owner unless the removal is requested by Owner in which case Resident will be responsible for the removal.

L. Resident shall bear the cost of repairs to any utilities or Community property damaged by Resident. To avoid damage to underground facilities, Residents must have Management approval before digging or driving rods or stakes in the ground.

M. Drainage of the space must be maintained at all times so that water will drain away from Resident's home to the street and not onto other spaces or common areas.

N. Resident shall not sweep or hose dirt, clippings or debris into the street or the neighboring space.

O. 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 and structures and appliances and all such appliances, equipment and structures must comply with all federal, state and local laws and ordinances. Only licensed contractors having liability and worker's compensation insurance are permitted to work in the Community and/or install items which are required to be connected to the electrical, gas or water supplies.

P. Except in those instances where the electrical system capabilities may be insufficient to supply adequate power to all appliances or where there are specific restrictions on the installation of certain items, reference in the Rules and Regulations or other 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" to an electrical plug or attaching a water hose to an existing outlet or making a similar connection to a gas outlet. Rather, the Community 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 or the installation of items which require building permits or installation by a licensed contractor or where the Community or other persons may be adversely affected by the installation of the particular item.

Q. Because the Community's electrical service delivery system is subject to minor momentary and transient voltage surges, fluctuations and disruptions which may occur in the normal operation of the Community's electrical system

and which are beyond the control of Community, it shall be the responsibility of Resident, at Resident's own expense, to install and maintain any and all special and/or auxiliary protective devices on the load side of the service delivery point as deemed necessary by Resident to protect Resident's electrical equipment and devices from voltage surges, fluctuations and disruptions resulting from causes beyond the control of the Community.

R. Only accessory equipment, structures and appliances which are aesthetically compatible with the appearance of the mobilehome are permitted and no such "homemade" equipment, structures or appliances may be installed without Owner's prior written approval.

S. Residents shall maintain and respect all lot boundary lines and not infringe on other residents' spaces. Management reserves the right to modify any lot line at any time provided that such modification does not violate applicable law.

T. Christmas decorations and lights may not be put up outside of Resident's mobilehome before Thanksgiving and must be removed by mid- January. Other seasonal and holiday decorations may not be put outside of Resident's mobilehome any earlier than two weeks before the holiday and must be removed within two weeks following the holiday.

11. ENTRY UPON RESIDENT'S SPACE:

Community personnel shall have a right of entry upon the land upon which a home is situated for maintenance of utilities, for maintenance of the Space where the Resident fails to maintain the Space in accordance with these Rules and Regulations, and for the protection of the Community at any reasonable time, but not in a manner or at a time which would unreasonably interfere with Resident's use of the Space.

12. RECREATIONAL FACILITIES:

A. The hours for the recreational facilities are posted. The facilities will be closed from time to time for cleaning and repairs. Recreational facility rules are posted and incorporated by this reference.

B. Use of the recreational and other facilities by residents and their guests is a privilege, not a right, and may be revoked if you, or your guests, abuse the privilege by failing to act reasonably and in accordance with these Rules and Regulations.

C. Residents wishing to reserve the clubhouse for social events may apply to Community Management. Should the date not conflict with any other applications, social events or planned use of the facilities, and upon approval of Community Management, the request will be granted. There will be no charge for the use of the facilities, however, those scheduling the function will be responsible for the normal cleanup afterwards. A security deposit may, at the sole discretion of Community Management, be required. All such functions must be conducted in full compliance with the Community's residency documents.

D. Children under eighteen (18) years of age and guests must be accompanied at all times by a responsible resident while using the recreation facilities.

E. Swimming pool area rules are posted and are incorporated by this reference. **DO NOT SWIM ALONE. NO LIFEGUARD IS ON DUTY.** Resident assumes full responsibility while using the swimming pool.

F. Smoking is prohibited in the clubhouse and the Community's recreational and other facilities. Including pool area.

13. CONDUCT:

A. Actions by any person of any nature which may be dangerous or may create a health and safety problem or unreasonably disturb others are not permitted. This limitation includes, but is not limited to, unreasonable and 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 fireworks and any weapon, including, but not limited to, bow and arrow, BB guns, knives and guns are expressly prohibited.

B. Persons under the influence of alcohol or any other substance shall not be permitted in any area of the Community which is generally open to Residents and guests.

C. Radios, televisions, record players, musical instruments and other devices must be used so as not to unreasonably disturb others. Only FCC-approved radio transmitters may be operated in the Community.

D. No nuisance or waste is permitted. Residents and guests shall not encroach or trespass on any other Resident's space or on any area which is not open for general use by Residents and their guests. All Community property which is not for the use of Residents and guests, including but not limited to gas, electric, water and sewer connections and other equipment connected with utility services and tools and equipment of Community shall be avoided and not used, tampered or interfered with in any way.

E. Residents and their guests must not encroach or trespass on other Resident's spaces without that Resident's approval, or do anything which might unreasonably disturb other residents. Residents must acquaint all visiting guests with the Community Rules and Regulations.

F. Except for fireplaces, barbecues and other appliances in Resident's home, fires are not permitted.

G. The violation of any law or ordinance of the city, county, state or federal government will not be tolerated.

14. VEHICLES:

A. No repair or maintenance work of any kind on any vehicle, boat or trailer (other than Resident's home) may be done in the Community. Under no circumstances are guests permitted to undertake repairs to their vehicles within the Community. Car washing is permitted provided Resident does not allow water to run in the street and uses a hose with a trigger activated device so as not to allow water to flow freely.

B. Vehicles, including bicycles, must be operated in a safe manner. Pedestrians, electric carts and bicycles shall be granted the right of way. No motorized vehicle may be operated within the Community by any person who is not licensed. Vehicles operated in the Community must be properly licensed and registered. Residents must obey all posted traffic control signs (e.g. stop signs, no parking signs, signs, etc.).

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

Vehicles dripping gasoline, oil, or other fluids or substances must be kept out of the Community until repaired in order to prevent damage to the pavement. Oil and other drippings must be removed by Resident and Resident is responsible for the repair of damage to pavement. A drip pan may be used if it is cleaned frequently.

D. Bicycles may only be ridden on the roadways and not on sidewalks, grass, vacant Spaces or any other paved area. Bicycles must obey the same traffic regulations as other vehicles. Visiting children must be supervised by a responsible adult while riding bicycles within the Community.

E. Motorcycles, motor scooters, mopeds or other licensed two and three wheel motorized vehicles brought into or operated in the Community must be driven by the most direct route between the Community's entrance and Resident's mobilehome. Mini-bikes, dirt bikes and other loud off-road vehicles are not permitted within the Community. Guests are not permitted to bring any such prohibited vehicle into the Community.

15. IMPROVEMENTS:

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 Community and shall remain upon and be surrendered with the space, unless Resident obtains permission from Community to remove, at his own expense, said improvements. Resident shall repair any damage to the space caused by the removal, including, but not limited to, the filling in and leveling of holes or depressions and shall leave the space in a neat, uncluttered condition with the Community's original engineered grade intact.

16. PARKING:

A. Residents are permitted only as many vehicles as will fit in their carport without extending onto the landscaped portion of the space or into the street. Unless otherwise posted or permitted by these Rules and Regulations, **STREET PARKING IS PROHIBITED AT ALL TIMES.** Vehicles parked on Resident's space may only be parked on the driveway, and not on the landscaped or other areas of the space or other vacant spaces within the Community. Vehicles parked on the driveway must not extend beyond the property line into the street. Guests may only park on the host resident's space, in designated guest parking spaces, or outside of the Community. Residents may not park in designated guest parking spaces at any time. Because of limited parking facilities, traffic congestion, noise and the need to insure a safe and pleasant environment for all Residents, Community reserves the right to restrict the number of guests bringing automobiles or other vehicles into the Community. Sleeping in parked vehicles is prohibited.

B. Motorhomes, buses, travel trailers, boats, boat trailers, and other similar vehicles that are not self-propelled may not be parked on Resident's space. All such prohibited vehicles will be parked in the Community's limited recreational vehicle parking area or outside of the Community. Space within the recreational vehicle parking area shall be on a first-come, first-served basis and shall be subject to a charge. Community is not responsible for providing space for all residents' recreational vehicles within the recreational vehicle storage area.

C. These parking limitations do not apply to service vehicles of contractors or other persons performing services for Resident during the time the service is being performed. Vehicles which are otherwise prohibited may be temporarily parked on Resident's space or on the street for purposes of loading or unloading (no more than 15 minutes and only while loading or unloading).

D. No vehicle may be "stored" on the mobilehome space. "Storage" shall include, but not be limited to, the parking of an inoperative vehicle for a period exceeding two (2) weeks or the parking of more than one vehicle for the purpose of selling those vehicles.

E. Vehicles parked in violation of these Rules and Regulations are subject to being towed at the vehicle owner's expense.

17. LAUNDRY:

Laundry facilities are for use by residents and their guests only. The facilities will be closed from time to time for cleaning and repairs. Additional Rules and Regulations governing the use of the laundry and its facilities are posted and are incorporated by this reference.

18. COMMUNITY OFFICE/COMPLAINTS AND SUGGESTIONS:

The normal business hours for the Community office are posted. Except in an emergency, please do not telephone or contact the Management of the Community after normal business hours. The Community office phone is for business and emergency use only. Except for emergencies, all complaints and suggestions must be in writing and signed by the person making the complaint and/or suggestion.

19. FOR SALE SIGNS AND COMMERCIAL ACTIVITIES:

A. Except as specifically permitted by the Community's residency documents, no "For Sale" signs or other signs advertising anything for sale or advertising any other commercial activity are permitted. Signs with Resident's name and address are permitted. Any sign advertising the sale or exchange of Resident's mobilehome shall be limited in size as presently provided in the Mobilehome Residency Law; no more than one (1) such sign shall be displayed and it shall be displayed only in accordance with the provisions of the Mobilehome Residency Law. Any change in the Mobilehome Residency Law or other laws affecting the restriction on signs shall automatically become applicable and be part of the Rules and Regulations. Except as provided for above, all other exterior signs are prohibited.

B. The home and space shall be used only for private residential purposes and no business or commercial activity of any nature shall be conducted thereon. This prohibition applies to any commercial or business activity, including, but not limited to, the following:

- (1) Any activity requiring the issuance of a business license or permit by any governmental agency; and
- (2) Any activity which increases traffic within the Community, requires the storage of material on the space, results in deliveries within the Community or unreasonably interferes with other residents' quiet enjoyment of their homes and spaces.

C. Except for the sale of Resident's mobilehome, no "auction," "moving sale" or "garage sale" will be permitted except on designated days.

D. Throw-away newspapers, distribution of handbills and door-to-door selling or solicitation are not permitted. Solicitations for political purposes will be permitted so long as they do not unreasonably disturb Residents of the Community, the Community has been notified in advance and the solicitor is accompanied by a resident.

E. "Caravaning" by realtors or brokers of homes which are for sale is specifically prohibited.

F. All exterior "For Sale" signs must comply with the provisions of the Mobilehome Residency Law. For sale flags and banners are prohibited.

20. SUBLETTING:

Resident shall not sublease, or otherwise rent all or any portion of Resident's home or the space except as specifically permitted by Resident's lease/rental agreement. The rental of a mobilehome and/or space owned by Owner is not subletting.

21. INDEMNIFICATION:

Owner and Management shall not be liable for any loss, damage or injury of any kind whatsoever to the person or property of any resident or any of the employees, guests, invitees, permittees, or licensees of any resident, or of any other person whomsoever, caused by any use of the Community or space, or by any defect in improvements erected thereon, or arising from any cause whatsoever, unless resulting from the negligence or willful act of Owner or Management. Owner strongly urges residents to keep their mobilehomes secured and all personal effects insured for their protection. It is strongly recommended that residents fully secure all windows with locking devices and that a deadbolt lock with a one inch throw be installed on all doors. It is suggested that each resident carry personal liability and property damage insurance and replacement coverage on their mobilehome and belongings.

22. APPROVAL OF PURCHASER AND SUBSEQUENT RESIDENTS:

If the prospective buyer/transferee/assignee of Resident's home intends for the home to remain in the Community, or for the buyer/transferee/assignee to reside in the Community, said buyer/transferee/assignee must do the following before occupying the home:

- (1) Complete an application for tenancy;
- (2) Be accepted by the Community;
- (3) Execute a rental agreement or other agreement for the occupancy of the Space; and
- (4) Execute and deliver to Management a copy of the Community's then effective Community Rules and Regulations and other residency documents.

IF THE BUYER/TRANSFeree/ASSIGNEE FAILS TO EXECUTE THE COMMUNITY'S LEASE OR RENTAL AGREEMENT, HE/SHE SHALL HAVE NO RIGHTS OF TENANCY.

23. REMOVAL ON SALE:

Owner may, in order to upgrade the quality of the Community, require the removal of homes from the Space upon their sale or transfer to a third party, in accordance with the provisions of the Mobilehome Residency Law and other applicable law. Any such rights granted Owner due to amendments, deletions, or modifications of the Mobilehome Residency Law and other applicable law may be enforced by the Owner at its option.

24. PETS:

A. Special permission to keep a house pet must be obtained from Management. A house pet is defined as a pet that spends its primary existence within Resident's home.

B. The type of pets permitted are small dogs, cats, small birds, such as parakeets and canaries, fish and other usual household pets approved by Community Management. Small dogs which will not exceed thirty (30) pounds in weight at maturity are allowed. Farm animals (chickens, etc.), animals which are dangerous (Pit Bulls, etc.) and exotic animals (snakes, etc.) are not allowed. No more than one (1) dog or cat will be allowed per home. All non-house pets are prohibited.

C. Each pet must be licensed and inoculated in accordance with local law.

D. Pets will not be allowed in the laundry or common areas at any time. Pets are not permitted to invade the privacy of other residents' spaces, flowerbeds, shrubs, etc.

E. Any pet running loose in the Community will be impounded at the pet owner's expense and the resident may be notified to vacate his Space or give up his pet. Should a resident lose his pet he must obtain written permission from Community Management before acquiring another one.

F. Pets must be kept inside the mobilehome at all times ~~except~~ when taken for exercise. When taken for exercise, pets must be transported outside of the Community by the most direct route.

G. Regardless of the area, any excrement left by a pet must be picked up immediately and disposed of properly.

H. Pets will not be allowed to cause any unreasonable disturbance or harm. If a pet causes any unreasonable disturbance or harm, such as excessive barking, growling, biting, or any other unreasonable noises or damage to property, permission to keep the pet will be revoked.

I. Guests are not permitted to bring their pets into the Community.

J. No exterior pet housing is permitted in the Community, including, but not limited to, any type of confining barricade or structure.

K. Tying of pets outside the mobilehome and leaving them unattended is prohibited.

L. Feeding stray animals in the Community is prohibited.

25. AMENDMENT OF RULES:

Owner reserves the right to amend any and all of the Community's Rules and Regulations in accordance with the provisions of the Mobilehome Residency Law and any other applicable law.

26. PARAGRAPH HEADINGS:

The heading and titles of the paragraphs within these Rules and Regulations are included solely for the purpose of convenience, and shall not affect the construction or interpretation of any of the provisions contained herein.

27. ACKNOWLEDGMENT:

I have had an opportunity to read the above Rules and Regulations. I have received a copy of the Rules and Regulations and all documents incorporated herein. I agree that I, each member of my household, all guests and other persons in the Community with my permission or the permission of any member of my household, will comply with these Rules and Regulations.

Dated: _____

RESIDENT

Dated: _____

RESIDENT

Dated: _____

RESIDENT

THUNDERBIRD OAKS MANUFACTURED HOUSING COMMUNITY

A Community for Persons 55 and Over

2501 Thunderbird Drive
Thousand Oaks, California 91362

AMENDMENT TO RULES AND REGULATIONS

The following is added to and hereby made a part of those certain Rules and Regulations dated February 1, 1999.

10. LOT AND HOME MAINTENANCE AND APPEARANCE:

A. Residents must maintain their space and home 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. Lawns must be mowed regularly and weeds must be kept under control. Residents must maintain at Resident's sole cost all trees located on their space regardless of whether they planted the trees or the trees were planted by a prior resident/occupant of the space. Management shall be responsible for the trimming, pruning, or removal of trees located on Resident's space only upon a determination that a tree poses a specific hazard or health and safety violation. While Owner will be responsible for the trimming of the oak trees located throughout the Community, Residents must preserve and care for the oak trees in accordance with the regulations of the City of Thousand Oaks. All concrete, asphalt and other surfaces, including driveways and parking spaces, shall be maintained in good condition, kept clean and maintained free of oil, and all other sticky or oily substances. Resident shall be responsible for the cost of repairing damage to and/or the replacement of Resident's driveway caused by an act of Resident, any member of Resident's family, any occupant of Resident's home, and any guests, workers, contractors or invitees of Resident. When Resident is away, it is Resident's responsibility to have someone maintain his home and space.

11. ENTRY UPON RESIDENT'S SPACE:

Community personnel will have a right of entry upon the land upon which a home is situated for maintenance of utilities, trees and driveways, for maintenance of the space where the Resident fails to maintain the space in accordance with the Rules and Regulations, and for the protection of the Community at any reasonable time, but not in a manner or at a time which would interfere with the occupant's quiet enjoyment. Owner may enter a home without the prior written consent of the occupant in the case of an emergency or when the occupant has apparently abandoned the home.

24. PETS:

A. Permission to keep a house pet must be obtained from Management. A house pet is defined as a pet that spends its primary existence within the home.

B. The type of pets permitted are cats, small dogs, small birds, such as parakeets and canaries, fish and other usual household pets approved by Management. Small dogs are defined as those which, at maturity, will measure no more than eighteen (18) inches in height at the shoulder. Guide dogs, signal dogs, and other service dogs, as defined by Civil Code, Section 54.1, are exempt from the size limitation otherwise applicable to dogs. Farm animals (chickens, etc.), animals which may be dangerous or have unpredictable behavior (Pit Bulls, Rottweilers, etc., or mixed breeds thereof) and exotic animals (snakes, etc.) are not allowed. Owner reserves the right to request Resident to have the pet examined by a veterinarian to have it certified as to weight, breed or potential dangerous character. With the exception of fish and caged birds, no more than two (2) pets will be allowed per home. All non-house pets are prohibited.

C. Each pet must be licensed and inoculated in accordance with local law. Upon request by Management, Resident must provide evidence of licensing and inoculation within seven (7) days of the request.

D. Pets will not be allowed in the laundry or common areas at any time with the exception of guide dogs, signal dogs and other service dogs as defined by Civil Code, Section 54.1. Pets are not permitted to invade the privacy of other residents' spaces, flowerbeds, shrubs, etc.

E. Any pet running loose in the Community will be impounded at the pet owner's expense and the resident may be notified to vacate his Space or give up his pet. Should a resident lose his pet he must obtain written permission from Community Management before acquiring another.

F. Pets must be walked on a short leash at all times. When walking a pet within the Community, the individual walking the pet is responsible for picking up and disposing of any excrement from the pet.

G. Regardless of the area, any excrement left by a pet must be picked up immediately and disposed of properly.

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

I. Except for guide dogs, signal dogs and other service dogs as defined by Civil Code, Section 54.1, guests are not permitted to bring pets into the Community.

J. Tying of pets outside the home and leaving them unattended is prohibited.

K. Feeding stray cats, other stray animals and wild animals in the Community is prohibited.

As amended hereby, said Rules and Regulations shall continue in full force and effect. No changes other than those changes specifically set forth herein have been made.

I have received a copy of and had an opportunity to read the above Rules and Regulations. I agree that I, each member of my household, all guests and other persons in the Community with my permission or the permission of any member of my household, will comply with these Rules and Regulations.

Dated: _____

RESIDENT

Dated: _____

RESIDENT