

SANTIAGO ESTATES PEDLEY

A MANUFACTURED HOUSING COMMUNITY

3700 QUARTZ CANYON ROAD

RIVERSIDE, CALIFORNIA

COMMUNITY

RULES AND REGULATIONS

SANTIAGO ESTATES PEDLEY

RULES AND REGULATIONS

INTRODUCTION: The following Rules and Regulations have been prepared in accordance with California Civil Code Section 798 et seq. commonly known as the Mobilehome Residency Law and are set forth to advise each Resident of his or her responsibilities as a member of this Community.

PURSUANT TO CIVIL CODE SECTION 798.25 THESE RULES AND REGULATIONS ARE EFFECTIVE AS OF APRIL 13, 2022, UNLESS SIGNED BY HOMEOWNER(S) ON AN EARLIER DATE, AT WHICH TIME THESE RULES AND REGULATIONS SHALL BECOME EFFECTIVE AS TO SAID HOMEOWNER(S). THESE RULES AND REGULATIONS SHALL REMAIN IN EFFECT UNTIL AMENDED OR OTHERWISE SUPERSEDED.

The following Rules are part of your rental agreement with the Community and are incorporated into your rental agreement. Please read these Rules carefully and keep them on file as they constitute a binding agreement between you and the Community. Violations of these Rules will give the Community Owner cause to evict anyone living in the Mobilehome pursuant to section 798.56(d) of the California Civil Code, and/or cause to obtain an injunction against the homeowner/tenant, enjoining the homeowner(s) or their guests from further rule violation, pursuant to section 798.88 of the California Civil Code. A notice of violation of these rules will be sent to any registered owner of the Mobilehome as required by the Mobilehome Residency Law (Civil Code Section 798 *et. seq.*). If any of these Rules are unclear, Community management should be contacted for an explanation.

Management reserves the right to supplement and/or amend these Rules and Regulations according to law, including the Mobilehome Residency Law.

Other rules concerning the use of the Community's facilities are posted throughout the Community and by this reference are incorporated herein as though set forth in full. Residents and guests must read and comply with all posted rules.

DEFINITIONS. The following terms as used in these Rules shall have the meaning set forth below:

A. "**Common Areas**" means and refers to the common areas of the Community which are for the benefit of all of the Residents and their Guests; which Common Areas may be closed, amended, repaired, replaced, added to or altered from time to time by the Community.

B. "**Guests**" includes all of the Resident's agents, and persons sharing the Space pursuant to Civil Code Section 798.34, invitees, permittees, or licensees or other persons in the Community or on the Space at the invitation, request or tolerance of Resident. Guests do not have the right to occupy Resident's Home unless and until approved by Management pursuant to these Rules.

C. "**Additional Occupant**" Guest that Homeowner wishes to remain in the Home more than twenty (20) consecutive days or thirty (30) days in any calendar year, including immediate family members or Guests pursuant to Civil Code Section 798.34 (b), (c), or (d). Such Guest must complete an Additional Occupant Application and obtain approval of Management. Management may accept or reject the registration of such Guest if the Management reasonably determines that, based on the Community Rules, the applicant's

prior tenancies or conduct while a Guest in the Community, they will not comply with the Rules and Regulations of the Community. All Additional Occupants must vacate the Home and Space when the Homeowner is absent from the Home for more than Thirty (30) days (except as otherwise provided by law), or no longer resides in the Home for any reason.

D. "**Home**" means the dwelling unit located upon a Space which shall be a mobilehome or manufactured home as defined in California Health and Safety Code Sections 18008 and 18007, respectively.

E. "**Homeowner**" means the person(s) listed as both the Homeowner on the rental agreement with the Community Owner and the person(s) registered as owner of the Home. Any person who is on title to the Home must be on the rental agreement. Adding persons as a listed "registered owner" on title to the Home does not authorize such persons to reside in the Home; approval to reside in the Home must be obtained through Management in accordance with the Rules. Any additional occupants within the Home are either minors, Additional Occupants or Guests.

F. "**Manager**" or "**Management**" means the onsite manager, management team or other personnel and employees of the Community Owner.

G. "**Community**" means Santiago Estates Pedley mobilehome park. References herein to "Park" or "Community" where appropriate, shall mean and include the Community Owner, Management and their manager, officers, agents, or employees. Community may also be known as Park.

H. **"Community Facilities**" means the streets, walkways, open space areas, Community owned utility lines and connections, clubhouse, pool, and furniture, appliances and personal property within the clubhouse, or pool area. Community Facilities may be closed, removed, added to, repaired, or modified from time to time by the Community Owner in its sole discretion. Community Facilities may also be known as Park Facilities or Facilities.

I. "**Community Owner**" includes the owners of the Community, and all references to Community Owner shall include Management, and their managers, employees and agents. Community Owner may also be known as Park Owner.

J. "**Resident**" for the sole purpose of these Rules means the person(s) identified as a Homeowner herein, their minor children or person(s) identified through an approved application and agreement with Management. Only those persons identified on the rental agreement or those persons that are otherwise approved by the Community Owner or Management to reside within the Home are considered as lawfully occupying a Home within the Community; all other persons residing in the Home shall be considered an unlawful occupant.

K. "**Space**" means and refers to the space rented by Homeowner from the Community Owner for the placement of Homeowner's Home. The boundaries of the Space rented to Homeowner shall be the lesser of either (i) the lot lines as determined by a governmentally approved survey or by a recorded plot plan; or (ii) the apparent physical boundaries of the Space as they exist at the time the rental agreement is/was entered into. Space may also be known as the lot or the premises or the Home Site.

1. **BASIC RULE OF REASONABLE BEHAVIOR AND COMPLIANCE:** Residents and their guests must comply with the Rules and Regulations as well as all federal, state and local laws, including all federal, state and local laws governing Mobilehomes and Mobilehome Parks. Residents and their guests (i) shall behave reasonably and be respectful of the rights of others, (ii) shall not do anything to unreasonably affect the rights of others, and (iii) shall not endanger any person or their property.

Residents and their Guests have the right to use the Space and Common Areas only if they comply with these Rules. Rules as may be posted from time to time within the Community and the other provisions of the Community's residency documents.

The Community will attempt to promptly, equally and impartially obtain the cooperation and compliance of all Residents with respect to the Rules and other conditions of residency. Resident recognizes, however, that Management's ability to obtain compliance is dependent upon a number of factors, including the cooperation of all Residents and their Guests. Residents agrees, therefore, that the enforcement of the Rules and conditions of tenancy are a private matter between the Community and each Resident individually.

Resident must recognize that the Community 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 Community. The Community 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 with the other Resident.

Any violation of the Rules and Regulations shall be deemed a public nuisance. Homeowner and Resident 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, Community Owner shall be entitled to injunctive relief including, but not limited to, restraining Resident from continuing to breach any such Rules or Regulations, term, or condition, or to allow a condition violative of a rule or regulation, term or condition to exist or continue to exist.

2. **PRIVATE PROPERTY:** The Community is private property and is open and available only to lawful Homeowners, Residents, their family members, and personally invited Guests and invitees. The Community may not be opened up to the general public under any circumstances, unless Management is specifically required by law to do so.

3. **OFFICE HOURS:**

A. The office hours of the Community Manager and the Community's phone number are posted outside the office. The office hours may change from time to time. The Community Manager and/or other Community personnel shall be available to Residents and/or their guests during non-office hours for emergencies only. At times, the office will be closed during posted office hours for purposes of conducting Community business outside the office. It is recommended that Residents telephone or email the office to discuss an issue or make an appointment.

B. Neither prospective residents nor members of the general public may 'drop in' during office hours, or at any other time. Any prospective resident and/or member of the general public seeking information regarding Mobilehomes and/or Home Sites in the Community must email and/or telephone the on-site Community Manager with respect to such information.

C. If a prospective homeowner needs to review and/or sign documentation regarding a Mobilehome and/or a Home Site in the Community, the prospective homeowner must make an appointment with the on-site Community Manager, in which case the prospective homeowner shall be considered a guest of the selling Resident and/or the Community. Such guests shall have no right of entry or use of the common area facilities of the Community for any activity that is not reasonably necessary to the review and/or signing of said documentation. In no event shall such a guest be entitled to use the recreational facilities of the Community.

4. **OWNER OCCUPANCY OF MOBILEHOME:** Except as otherwise provided herein, at least one permanent Resident at each Home Site must be a registered and/or legal owner of the Mobilehome as reflected and identified on title to the Home. In the event a Homeowner vacates the Home for more than six (6) consecutive months, the remaining Homeowner shall (i) notify Management of the person vacating the Home, and (ii) such person vacating the Home, regardless of whether Management is notified, shall cease having authority of Management to reside in the Home and may not re-occupy the Home without prior approval of the Management (which approval will include the requirement to submit an application for occupancy). In the event of an armed services deployment or an extended absence for medical purposes, the remaining Homeowner shall notify Management of such deployment or extended absence and the termination of occupancy rights shall not apply to the period of deployment or medical absence. When an Additional Occupant is out of the Home for more than thirty (30) consecutive days, they shall not have the right to return to the Home as an Additional Occupant, but may be a Guest of the Homeowner in accordance with the Guest rules herein.

Occupancy by any person not authorized by the Management is not permitted regardless of the persons listed on title to the Home. Management will take all necessary legal actions to terminate unlawful occupancies within the Community.

The Community does not discriminate based on race, color, ancestry, national origin, religion, disability (mental or physical), sex, gender, sexual orientation, gender identity, gender expression, perceived gender identity or expression, age, medical condition, genetic information, marital status, familial status, immigration or citizenship status, perceived immigration or citizenship status, military or veteran status.

5. **SUBLEASING AND ASSIGNMENT:** Subleasing of the Resident's Home Site is allowed at the Community with prior Management approval. In the event of a sublease, the sublessee must be approved in advance in writing by Management. In the event of a sublease, the sublessor/Resident shall remain responsible for all obligations under his or her rental agreement with Management, including any and all rent, utility or other charges owing during the term of the sublease. Under no circumstances shall Homeowner be permitted to use, rent, sublease, house-swap or otherwise let out the Home on a short-term rental basis, including through any short-term

rental program such as Airbnb, VRBO or similar programs. Assignment of the Rental Agreement is not allowed.

6. GUESTS:

A. It is the Resident's responsibility to inform his or her Guests of the Community's Rules and Regulations. Residents are responsible for the conduct of their Guests and may be held liable for any rule violations, personal injury or property damage at the Community caused either directly or indirectly by a Guest. A Resident who had their occupancy previously terminated from the Community shall not be given any rights to reside within a Home as a Resident, Guest or Additional Occupant.

B. Except as otherwise provide herein, no person shall reside in the Community on a permanent basis except Residents. Unless specifically prohibited by law from doing so, Management reserves the right to require proof of the identity of each person residing at the Home Site, including but not limited to photographic identification.

C. Except as otherwise provided herein, no Guest may stay at the Community for more than thirty (30) days in any one calendar year, unless Management is required by law to allow a longer stay. Guests shall have no rights of tenancy, but shall be required to comply with the Rules and Regulations of the Community. Guests staying in excess of twenty (20) consecutive days, or thirty (30) total days in any calendar year shall be required to register with Management, unless Management is specifically prohibited by law from requiring such registration.

D. Except to enter and exit the Community, Guests may not use the Common Areas of the Community, unless accompanied by an adult Resident.

E. Payment of rent or any other charge by a Guest, or any person other than a signatory to the Rental Agreement, does not create either an express or implied tenancy in the Community.

F. If a Resident is living alone and wishes to share his or her Mobilehome with one person the Resident may do so and no fee shall be charged for that one person. Pursuant to Civil Code Section 798.34(b), that person shall be considered a guest of the Resident.

G. Nothing in this rule shall be deemed to conflict with any Resident's rights under Civil Code Sections 798.23.5 and 798.34, including the right of Residents to share their Mobilehome with a live-in health care or live-in supportive care provider pursuant to Civil Code Section 798.34. Management may require written confirmation from a licensed health care professional of the need for the care of supervision if the need is not otherwise readily apparent or already known by Management. A live-in health care provider shall be treated as an Additional Occupant under these Rules and shall have no rights to use the Community facilities without the Homeowner being present. Once the Homeowner or Resident in need of care is no longer living at the Space, the live-in health care provider is no longer considered a Guest and must vacate the Home and Space.

7. **ANIMALS:**

A. Pursuant to Civil Code Section 798.33, Management permits Resident ownership at each Home Site of two household animals, which may include domesticated dogs, cats, small birds (such as parakeets or canaries), or aquatic animals kept in an aquarium. However, if the aquatic animals kept in an aquarium are fish, Resident may have more than two fish. No exotic animals or non-household animals (such as chickens, roosters, ducks, pigs, ferrets, monkeys, horses, alligators, other farm animals, etc.) or animals which are illegal, dangerous, or poisonous will be permitted.

B. Prior to bringing an animal into the Community, a Resident must (i) submit an Animal Registration form and show the animal to Management; and (ii) receive approval by Management to have the animal. The "**Animal Registration**" form is hereby incorporated by reference and must be submitted for each animal. Management reserves the right to deny an animal if a proposed animal would pose a threat to the health and safety of the Residents of the Community, including animals exhibiting aggressive, bullying, threatening or violent behaviors in Management's reasonable discretion.

C. No aggressive dog will be permitted regardless of the breed of the dog. The following breeds are considered aggressive, bullying breeds and are not allowed to reside within the Community, as the presence of such breeds could result in the loss of insurance or substantial increase in insurance premiums: Pit Bulls, Pit Bull Terriers, Staffordshire Terriers, Rottweilers, German Shepherds, Chow Chows, Doberman Pinschers, Akitas, Wolf-hybrids, Mastiffs, Cane Corsos, Great Danes, Alaskan Malamutes, Siberian Huskies, or Presa Canarias, or dogs of mixed-breed with identifiable characteristics specific to a prohibited breed. Any dog that becomes a nuisance, including excessively barking, jumping on others, biting people or dogs, or exhibiting aggressive, bullying behavior toward other people or dogs may be required to be removed from the Community permanently. Any cat that attacks or bites other animals or people, is allowed to stray and roam free, or causes damage to another person's property will be required to be removed from the Community permanently. Management reserves the right to determine the acceptability of any animals in the Community.

D. If on the effective date of the Rules and Regulations a Resident has more animals than are allowed by this rule, and the keeping of said animals was not in violation of the previous Rules and Regulations, the Resident may continue to keep those animals if they otherwise comply with these Rules and Regulations regarding animals. However, if the additional animals die or no longer live with the Resident, the Resident does not have the right to replace those additional animals.

E. For their protection, as well as the protection of others, all animals other than fish must be registered with Management pursuant to the animal registration form, including service animals, companion pets or household pets. In addition, all animals must be licensed and insured and inoculated in accordance with local law. All state and local leash laws will apply within the Community so that dogs must be on a leash at all times when not within a Home or an enclosed yard (if such enclosure is permitted in accordance with these Rules). All animals must not be left in yards unattended. Animals running

loose in the Community will be taken to Animal Control. Recurring violations of this rule will lead to the loss of the privilege to maintain an animal within the Community. Animals must wear name tags, and must be kept current with proper proof of insurance on hand with Management. All dogs and cats must be spayed or neutered.

F. Other than guide dogs, signal dogs or other service animals as defined by Civil Code Section 54.1 (collectively "Service Animals"), animals will not be allowed in the clubhouse, pool area or any other recreational area at any time.

G. With the exception of walking or otherwise transporting animals to and from the Resident's Home Site to the Community entrance, all animals (including cats) must be kept confined to the Resident's Home Site. Pursuant to Section 1114 of Title 25, animals may not roam free in the Community. Animals must be on a leash while in the common area. No animal may be left outside and unattended by a Resident.

H. Outdoor animal enclosures on the Resident's Home Site are not allowed. Animals may not be housed outside of the Home including on porches, patios or within the yard and no animal enclosure (housing) may be kept outside of Home. This includes, but is not limited to, any type of confining barricade or structure. The tying of animals outside the Home and leaving them unattended is prohibited. All cages, food containers, litter boxes and animal housing shall be kept indoors. There shall be no feeding of stray cats or other animals whatsoever. A Homeowner may keep one bird feeder for outside use provided that it be kept in the rear yard and all droppings are cleaned regularly, however no bird cages may be kept outside of the Home. Animals are not permitted on any other Resident's Home Site at any time. All excrement left by an animal must be cleaned up immediately and disposed of properly by the Resident.

I. Residents are responsible for the actions of their animals. Excessive barking or other noise by animals is not allowed. If an animal causes a disturbance such as barking or other noise, intimidation, biting, or causing personal injury or property damage, permission to keep the animal may be revoked. Residents are responsible for any personal injury or property damage cause by their animals. Residents with animals must ensure that their homeowner's insurance is aware of the animal and covers any damages sustained as a result of the animal.

J. The right to keep any animal may be revoked by Management if the animal is vicious, or if the animal has attacked another person or animal, caused property damage, or is otherwise in violation of these Rules and Regulations. In the event the right to keep an animal is revoked by Management, Resident shall remove the animal from the Community within the time frame provided by Management, which may be immediately in the event of an emergency, or a threat to the health and safety of the other Residents in the Community. If an animal is lost or dies, written permission to acquire a new animal must be obtained from Management. In the event of offspring, Management must be notified and written permission must be obtained for the offspring to stay in the Community for an interim period. Sheltering, fostering, or breeding of animals is not permitted without the prior written consent and approval of Management and any

sheltering or fostering of animals which results in the number of animals in the Home exceeding the permissible amount is not permitted and will not be approved.

K. Guests are not permitted to bring animals to the Community, except for service animals, or leave visiting animals in their car. A Resident who has a frequent Guest may register the Guests' animal as their own provided that the Resident does not already have two (2) animals residing in the Home. Residents are responsible for their Guests' animals, including any damage caused.

L. Nothing in this rule shall be deemed to conflict with a Resident's or any other person's right to have a guide dog, signal dog or service dog. Nothing in this rule shall be deemed to preclude Management from making any accommodation that is reasonably necessary for any reason allowed by law, including any reasonable accommodation regarding a verifiable medical condition and/or disability.

8. <u>MOBILEHOME STANDARDS AND MAINTENANCE:</u>

A. Mobilehomes must meet all local, state and federal standards, including the standards set forth in Title 25 of the California Code of Regulations. Prior to the modification of any existing improvement on the Home Site, installation of any new accessory structure, replacement of a Mobilehome or any accessory structure, including their design and appearance, approval must be obtained in advance and in writing by Management, and where applicable shall require a permit from the applicable government agency. Prior to Management's acceptance of any new or used replacement Mobilehome, Resident shall provide Management notice of any modification, improvement, accessory structure or new or used replacement Mobilehome, Resident shall provide Management a photograph or drawing of the exterior of the Mobilehome and a plot plan showing the proposed location of the Mobilehome and accessory structures on the Home Site, including any and all setbacks with sufficient detail to provide Management with enough information to review the proposed plans. Nothing herein shall be deemed to require Management to accept any new or used replacement Mobilehome at the Community. To the contrary, Management reserves the right to reject any and all new or used replacement Mobilehomes at the Community, in its sole and absolute discretion.

B. All Mobilehomes shall have skirtings, awnings and a carport for one or two vehicles. Complete skirtings, awnings, and carports must be installed within sixty (60) days after a Resident's arrival at the Community or a Mobilehome's installation at the Community. Before installing skirtings, awnings and carports, the Resident must obtain written approval from Management and any necessary or required permits. Residents must provide Management with copies of any permits obtained. Color and materials must be coordinated with the Mobilehome and approved in advance by Management in writing.

C. Damaged skirtings, awnings and carports must be repaired or replaced within thirty (30) days of the date of damage. Written approval of Management, as well as any necessary or appropriate permits, are required prior to beginning repair work. Colors and materials must match the Mobilehome and must be approved in advance by Management in writing. Replacement skirtings shall be made of wood, masonite, block or brick materials,

regardless of the siding material currently on the Mobilehome. Vinyl or aluminum skirting will not be permitted to be reinstalled on the Mobilehome, unless previously approved by Management.

D. A front brick planter is required at every space along with front brick skirting. Bricks shall be maintained in good condition and replaced if at any time they become compromised.

E. The exterior of the Mobilehome must be well-maintained, clean and neat in appearance, including the front, sides and back. All hitches must be removed. The Resident shall make no alterations, additions, or improvements to the Mobilehome or the Home Site, specifically including, but not limited to, porches, decks, awnings, stairways, railings, banisters, gazebos, hot tubs, saunas and other accessory structures without first obtaining the prior written consent of Management. Said consent may be withheld for any reason whatsoever, unless Management is specifically prohibited by law from withholding its consent. All proposed alterations, additions or improvements must also be submitted to any relevant regulatory agencies for any necessary or appropriate permits. Copies of any and all permits shall be given to Management. Installation and location of air conditioners must be approved in writing by Management prior to installation. Unless specifically prohibited by law from doing so, Management reserves the right, in its sole and absolute discretion, to prevent the installation of any electrical appliance in the Mobilehome and/or at the Home Site, including air conditioners. Evaporative/Swamp coolers are not allowed without prior written approval by Management. Window type air conditioning units are not permitted to be installed where visible from the street. Management must approve the location in advance, in writing, and reserves its rights to prohibit the installation of such window type units. Installation of such units must be done in a professional manner with the remaining window intact and with a proper framing and support.

F. All exterior doorway exits shall have an exterior deck, porch, stairway and/or ramp which is installed and maintained in compliance with Title 25 of the California Code of Regulations. Wooden steps, decks, ramps or patios must be painted or treated with weather- resistant material. Carpet used on steps, decks, ramps or patios must be of proper material, and metal strips must be installed to prevent carpet from becoming frayed or unraveled. Carpeted decks, ramps and steps must be all one color and maintained in an attractive and safe condition.

G. All Resident utilities and Resident utility connections, including Resident electrical, gas, plumbing and sewer lines, must be kept in a good, safe and leak-proof condition at all times, and in compliance with all federal, state and local laws and regulations. All Community property, which may include, but not be limited to, gas, electric, water, sewer connections and other equipment associated with utility services and tools and equipment of Management, shall not be used, tampered with or interfered with in any way by Resident or their guests. Any damage caused to Community property by Resident or their guest(s) will be the responsibility of the Resident. Access to all utility connections and/or utility pedestals on the Home Site must remain unobstructed at all times and a clear and unfettered path of travel present. There may be no locked gates or animals preventing the proper access to the utility pedestals and the regular reading of meters, if applicable.

Management will enforce its right to enter the premises for purposes of reading utility meters and will therefore, remove any locks prohibiting access and require the immediate removal of any animals preventing regular access.

H. Residents are responsible for any and all maintenance of their Mobilehome, including any and all Resident utilities and Resident utility connections. Water softeners may not discharge into the Community's sewer system. No grease, lard, paper towels, diapers, wipes, sanitary napkins, cat litter, chemicals, medicines, drugs, or other non-degradable objects are to be put through the sewer system. Management may hold Residents responsible for clearing any clogged, broken or damaged sewer lines where the obstruction or damage is located on the Homeowner's side of the main or common line or where the obstruction or damage was caused by Homeowner, including root intrusions from plants and trees on Resident's space.

I. The Community has limited electrical amperage capacity. As a result, Resident is responsible for ensuring that Resident's Mobilehome, accessory structures and appliances are compatible with the Community's electrical system. Management may prohibit the installation or require the removal of any Mobilehome, accessory structure or appliance (including but not limited to air conditioning units), that exceeds the electrical amperage capacity of the Home Site and/or the Community, unless Management has specifically approved the electrical amperage for that Mobilehome, accessory structure or appliance in writing. If the electrical amperage of a Mobilehome, accessory structure or appliance at a Home Site exceeds or has been modified to exceed the original electrical amperage for the Home Site without Management's express written consent, Management may require that the electrical amperage for the Mobilehome, accessory structure or appliance be reduced by Resident to the original electrical amperage for the Home Site, or such other level as may be approved by Management in writing, in its sole and absolute discretion.

J. Once Management has approved a Mobilehome's electrical equipment and/or the Mobilehome is located on the Home Site, neither the electrical pedestal nor the panel board may be altered or changed by Resident in any way. Resident must obtain written approval from Management, plus any and all required permits, in order to make any alteration or change in the electrical system at the Home Site and/or in the Mobilehome, including any alteration or change to the electrical panel board and/or the pedestal.

K. Nothing in these Rules and Regulations shall be construed to interfere with Management's right to regulate electrical installations at the Home Site pursuant to Section 1188 of Title 25 of the California Code of Regulations.

L. Painting of the Mobilehome, including its color, must be pre-approved in writing by Management and must be consistent with the aesthetics of the Community. Management may, in its sole and absolute discretion, require Resident to paint the Mobilehome if it is damaged, faded, in violation of these Rules and Regulations, or otherwise in need of painting. The paint color must be approved, in advance and in writing, by Management and should be of a neutral, earth tone color. No bright colors will be approved. Colors which are not approved prior to painting may result in the requirement for Resident to

repaint the home and could be costly. If an airless sprayer is used to paint the exterior of the Mobilehome and/or any accessory structure on the Home Site, Resident is responsible for any damage caused by the overspray, including any damage to the common area and/or the property of any other Resident at the Community. Management reserves the right to prohibit outdoor spray painting in the Community.

M. Exterior antennas, satellite receiving dishes and solar panels are allowed only to the extent Management is specifically required by law to allow such devices. Prior Management approval is required and Management reserves the right to regulate the number, size, location and/or operation of such devices in any manner allowed by law. Any exterior antenna or satellite receiving dish must be located in the rear of the Home Site in a manner so that it cannot be seen from either the street or the front of the Home Site, unless Management is specifically required by law to allow the installation at a different location. Flag poles in excess of five feet in height must have Management approval in writing prior to installation.

N. All Mobilehomes must bear a current yearly label, license, serial number and/or registration, whenever required by law.

O. Should Management be required to make any repair, addition, or alteration to the Resident's Home Site and/or Mobilehome in order for the Resident's Home Site and/or Mobilehome to comply with any law or regulation, Management shall have the right to bring an action against the Resident for damages. This provision specifically applies to any repair, addition or alteration to the Resident's Home Site and/or the Resident's Mobilehome resulting from any inspection by HCD and/or any violation of Title 25 of the California Code of Regulations.

P. A Resident may not replace the Mobilehome on his or her Home Site without first obtaining approval in writing from Management and any and all necessary or appropriate permits.

Q. In the event a Resident removes his or her Mobilehome from the Community, Management reserves the right to require any replacement Mobilehome to be a new (not used) Mobilehome in compliance with these Rules and Regulations. The location and placement of any replacement Mobilehome on the Home Site shall be determined by Management, in its sole and absolute discretion, in accordance with any applicable law. If available, refer to the Community's Mobilehome Standards for a summary of guidelines.

R. Nothing herein shall be construed as requiring Management to consent to the installation of any improvement or addition proposed by Resident. To the contrary, Management specifically reserves the right to prohibit Resident from installing any improvement or addition on his or her Home Site. Any third party retained by Resident to provide work or services at the Home Site, including the installation of any improvement or addition, must be licensed and insured. Management specifically reserves the right to prohibit any improvement or addition by Resident, at Management's sole and absolute discretion, unless Management is specifically required by law to allow the addition or improvement.

S. All Mobilehomes are subject to architectural approval of Management. All designs, materials and architectural concepts must be approved by Management in writing. Pursuant to Section 1110 of Title 25 of the California Code of Regulations, the occupied area of the Home Site, consisting of the Mobilehome, and all accessory buildings and structures, including but not limited to awnings, stairways, ramps and storage cabinets, shall not exceed seventy-five percent (75%) of the Home Site area.

T. All setbacks shall equal or exceed the minimums established by Title 25 of the California Code of Regulations, with the final determination to be made by Management, in its sole and absolute discretion. Any variation must be approved in writing by Management and, where applicable, by any relevant government agency. If available, Resident must refer to and comply with the Community's Mobilehome Standards for additional guidelines regarding setbacks.

U. Exterior shades and screens must be constructed of aluminum and maintained in accordance with these Rules and Regulations. Plastic, canvas, cloth and bamboo exterior shades and screens are prohibited. Interior shades, screens, curtains and other window coverings that may be seen from the exterior of the Mobilehome must be normal, manufactured coverings and must be properly maintained, neat and attractive at all times. Windows may not be covered with sheets, blankets, flags, aluminum foil, wood, newspapers, lattice or the like. Windows at the front of the home or visible from the street must have window coverings in nonpatterned, neutral white, tan or gray tones. Management reserves the right to require removal or replacement of any exterior or interior shade, screen, curtain or window covering that is not maintained in accordance with these Rules and Regulations. Security bars on windows are not permitted due to fire safety concerns. Screened in porches are prohibited unless properly permitted and installed professionally. Any use of lattice or privacy screens must be approved by Management prior to installation and must comply with Title 25. No easy ups, make shift awnings made of canvas or other materials, or tarps may be permanently installed on the Home Site.

V. Regarding the following items, most spaces will not be able to accommodate these items due to restrictions in size of space. However, for those that can, prior written approval from Management is required. Spas and/or hot tubs and above ground pools are permitted with prior written Management approval. They must be professionally installed, above ground and must be covered and locked behind a properly fenced in area, not visible or accessible from the street. Fences must comply with local laws and all other regulations complied with regarding the use of a spa/pool. Portable, temporarily erected swimming pools, not more than 2 feet in depth are permitted at the rear of the space, not visible from the street, and must be drained and properly stored on a daily basis. Backyard style trampolines, with side safety netting installed, may be permitted at the rear of the home, in a fenced in area, not visible from the street. This rule to allow backyard style trampolines, spas and above ground pools under certain conditions may be changed at any time to disallow them as required by local authorities and/or insurance companies. Inground, built-in trampolines, pools or spas/hot tubs are not permitted. Ponds (whether fish pond or other) are not permitted.

W. Any accessory equipment or structure installed at the Home Site must be prefabricated or otherwise manufactured. No "homemade" accessory equipment or structures are permitted.

X. Nothing in these Rules shall be deemed to conflict with the right of any heir, joint tenant or personal representative of an estate under Civil Code Section 798.78, including the right of an heir, joint tenant or personal representative of an estate who gains ownership of a Mobilehome through the death of the owner to replace an existing Mobilehome with another Mobilehome, in accordance with Civil Code Section 798.78 and the standards set forth in these Rules and Regulations, including but not limited to the space and size limitations set forth in these Rules.

Y. Management may require the removal of a Mobilehome from the Community for any reason allowed by law, at any time allowed by law, including pursuant to Civil Code Section 798.73. Nothing in these Rules and Regulations shall be deemed a waiver of Management's right to require the removal of a Mobilehome from the Community for any reason allowed by law, at any time allowed by law.

9. STORAGE UNDER THE MOBILEHOME:

A. Storage of any items or materials under the home, other than the tongue, wheels and axles, is expressly prohibited.

B. It is the Resident's responsibility to assist Management in assuring the natural flow and drainage of water on the Home Site. This requires that the Resident do nothing which would impede the natural flow and drainage of water, or assist in the build-up of water. Resident irrigation systems shall be properly maintained and Resident shall not allow water to run off and/or flood any Home Site or the common areas of the Community. Residents are required to have rain gutters on the Mobilehome and to use proper irrigation techniques on all areas of the Home Site. The Resident shall "level" the Mobilehome on a consistent basis. Residents shall be personally liable for any personal injury, property damage or other loss resulting from their change of water flow or drainage on the Home Site or in the Community.

C. All water that falls on the Mobilehome must be channeled to the street on which the Mobilehome is located and away from any embankments, slopes or other Home Sites, using a standard and professional system of overhead gutters, down spouts and down spout extensions.

D. The soil at the Home Site can expand and contract significantly when exposed to moisture and heat, including sun light. Resident shall be responsible for any damage, repairs, maintenance or other problems caused by expansion or contraction of the soil, including any leveling of the Mobilehome, awning, skirting or other accessories resulting from the expansion or contraction of the soil. Nothing herein shall relieve Management of any obligation it may have with respect to the maintenance of trees or driveways under Civil Code Section 798.37.5.

10. LOT USAGE:

A. The Home Site may be used only for a Mobilehome. The Home Site and the Mobilehome shall be used for private residential purposes, and no business or commercial activity shall be conducted thereon, particularly including, but not limited to, activity that increases traffic within the Community, causes parking problems or is such that causes a disturbance to adjacent neighbors.

B. Unless specifically pre-empted by federal, state or local law, the number of people residing in the Mobilehome is not to exceed two (2) persons per bedroom plus one (1) additional person. Thus, the maximum number of people residing in a two bedroom Mobilehome would be five (5) and the maximum number of people residing in a one bedroom Mobilehome would be three (3). For the purposes of this count, an enclosed patio or cabana or a converted living room are not considered a bedroom; a bedroom is required to have a built-in closet and egress window.

C. Patio furniture, live potted plants and no more than one barbeque are the only items permitted outside the home. Live, potted plants include those placed in permanent potted containers, not the black, plastic, container that plants are originally placed in and used for purposes of resale. Potted plants cannot be so excessive in number that the path of utility access or ingress and egress out of the Mobilehome is impeded. Neither the area under the Mobilehome nor any other area of the Home Site may be used for storage, including the porch, the carport or the driveway. No towels, rugs, wearing apparel, or laundry of any description may be hung outside the Mobilehome or on the Home Site at any time. Free standing basketball hoops are expressly prohibited. No bounce houses will be permitted anywhere in the Community, including on individual Home Sites, unless the Resident obtains prior Management approval and provides proof of liability insurance with the Community named as an additional insured.

D. Large trucks, commercial vehicles, inoperative and/or unregistered vehicles, storage vehicles, dune buggies, trailers, detached campers, aircraft, boats, personal watercraft, jet skis and/or wave runners are not to be stored on the Home Site or at any location within the Community, except in a specifically designated RV storage area pursuant to a separate agreement and separate fee with Management. In the event Management has not specifically designated an RV storage area, or space in a specifically designated RV storage area is not available, Resident must store any such items outside of the Community. Management does not guarantee any Resident the right to use the RV storage area as this area is not considered part of the common area facilities of the Community. Inoperative vehicles are not permitted anywhere in the Community.

E. Tampering with Community utilities and Community utility connections is strictly prohibited. Please contact Management in the event of any problem.

F. The Community and its facilities are not open to the general public. Garage sales, rummage sales, yard sales and other similar commercial activities are not permitted in this Community, without advance written consent from Management, which may be withheld by Management in its sole and absolute discretion. Any function or activity that would result

in all or part of the Community being opened up to the general public is prohibited, unless Management is specifically required by law to allow said function or activity. Any function or activity that would have the effect of transforming all or any part of the Community into a "place of public accommodation" is prohibited.

G. Winter holiday lights and decorations may not be used outside the Mobilehome prior to Thanksgiving and must be removed no later than January 15th. In no event may holiday or decorative lights be used year-round outside of the Mobilehome. Other specific holiday or festive decorations, including but not limited to Halloween, anniversaries, graduations and birthdays, may not be used outside of the Mobilehome earlier than two (2) weeks before the holiday or celebration and must be removed within one (1) week following the holiday or celebration.

11. ALTERATIONS/LANDSCAPING:

A. Each Resident will be required to landscape their Home Site within sixty (60) days of occupancy and/or the installation of a Mobilehome. Landscaping plans must be approved in writing by Management prior to installation of any landscaping. Other Home Sites in the Community may have landscaping that does not conform to Management's current standards. Accordingly, Resident shall not assume such landscaping will be approved at their Home Site after the effective date of these Rules and Regulations. All landscaping (including flowers) must be well-maintained, neat and attractive. Written permission by Management is required prior to any digging in the Community or on the Home Site. Management may require Resident to identify and locate any and all underground utilities prior to digging, at Resident's expense.

B. The maintenance of trees on the Resident's Home Site is governed by Civil Code Section 798.37.5 and these Rules and Regulations. Resident shall be responsible for the maintenance of all trees on Resident's Home Site, whether it was existing or planted by Resident, except in those instances where Management is responsible for such maintenance, pursuant to Civil Code Section 798.37.5. No Resident may plant a tree on the Home Site without advance written consent from Management, which may be withheld by Management in its sole and absolute discretion. The following may not be planted in or on any Home Site: trees and shrubs with invasive root structures and giant birds of paradise. Cypress trees, if permitted, must be topped off at 10 feet. Except where required by law to do so, no Resident may remove a tree at the Home Site without advance written consent from Management, which may be withheld by Management in its sole and absolute discretion.

C. All plants, shrubs or trees on the Resident's Home Site are the property and personal responsibility of the Resident, regardless of when they were planted or by whom. They must be maintained by Resident, in a safe, attractive manner, and to ensure that they do not pose a hazard or nuisance to the Community or neighbors and will not endanger the Community's or a neighbor's property. This includes maintenance of roots so as not to interfere with any improvements at the Community, including utility lines, sidewalks, streets, driveways, or any other concrete, asphalt or foundation work. The Resident will be responsible for any personal injury or property damage caused by the failure to maintain

such plants, trees and shrubs, including any failure to prevent the encroachment of root systems into Community improvements.

D. Any hills or slopes at the rear of or adjacent to a Resident's Mobilehome are part of the space/Homesite and as such must be maintained by the Resident with proper landscaping.

E. Management reserves the right to require the removal of any and all plants, trees or shrubs on the Resident's Home Site that interfere with any improvements at the Community, including utility lines, sidewalks, streets, driveways or any other concrete, asphalt or foundation work, except pursuant to Civil Code Section 798.37.5. Management also reserves the right to require the removal of any and all plants, trees or shrubs, including flowers that are dead, dying, and unsightly or otherwise not maintained in accordance with these Rules and Regulations.

F. The front, back and sides of the Home Site must be landscaped. With the exception of live flowers in containers of two gallons or less, the Resident must obtain Management's written approval of the size and type of any tree, plant or shrub to be planted on the Home Site. Management may withhold permission for any reason whatsoever. All landscaping materials, including rock gardens, bark and woodchips, must be well maintained and kept free of weeds, litter and other debris. If grass is installed, by seed or sod, a sprinkler system must also be installed in order to properly maintain it. Artificial turf, installed in a professional manner, is permitted outside of the Mobilehome, with prior, written Management approval. Artificial flowers and other artificial greenery must be properly maintained in a neat and attractive manner or Management will require their removal.

G. Fruit and vegetable gardens are permitted on the rear of the Home Site only and must be properly maintained at all times.

12. FENCES: All fences may be constructed of only masonry, wood, wrought iron or vinyl and may not exceed six (6) feet in height. No chain link fencing is allowed. Material, style and locations of any new fences must be approved in writing by Management prior to installation. Fences installed without Management approval will be required to be removed. Fencing not to exceed six (6) feet in height will be allowed along the side lot lines with a six (6) foot setback from the street, not to extend past the front of the home. However, all cross fencing on the space must not exceed past 50% from the rear lot line. Access must be available to the utility pedestals at all times therefore no cross fencing is allowed in front of the utilities, it must be behind them, and cross fencing is not allowed in the middle of the driveway. A fence exceeding forty-two (42) inches in height, parallel to a unit or habitable accessory building or structure, shall not be located closer than three (3) feet to that unit, habitable accessory building or structure. "Mixed-material" fencing is strictly prohibited (i.e. part vinyl and part masonry on the same space). Fencing in the front of the home and/or space is also prohibited, unless it is for aesthetic purposes, i.e. a picket fence less than three (3) feet in height. At any time, Management may revoke the ability to install fencing at the front of the space/home. Fences that were installed prior to the effective date of these Rules and Regulations may remain on the Home Site provided said fences were installed in compliance with the then existing Rules and Regulations and are properly maintained, neat, attractive and do not prevent access to the utility pedestals. If a fence that was installed prior to the effective date

of these Rules and Regulations is not properly maintained, neat or attractive, Management may require the Resident to remove said fence, at Resident's sole expense. Upon sale of a home, all fencing not in compliance with these Rules must be removed. Resident shall have no automatic right to replace a fence that was installed prior to the effective date of these Rules and Regulations.

13. STORAGE CABINETS (SHEDS):

A. Written approval of Management must be obtained before a storage cabinet or shed may be installed. Storage cabinets or sheds must comply with all federal, state and local laws, including all federal, state and local laws regarding installment requirements, location and size restrictions. Storage cabinets or sheds must be commercially manufactured and/or constructed by a licensed contractor, must have the same type of siding as the Mobilehome and must be color-coordinated with the exterior of the Mobilehome.

B. No more than two (2) storage cabinets or sheds may be placed on the site, with the combined square footage not to exceed 120 square feet or the requirements of Section 1510 of Title 25 of the California Code of Regulations. All types of storage containers, including small patio style containers, will be considered a storage cabinet for this purpose. Management may take special circumstances into consideration in approving small additional storage containers on a case by case basis only. Storage cabinets or sheds must be maintained in a clean and attractive condition. Any damage to the storage cabinet or shed must be repaired within thirty (30) days from the date of damage. Storage cabinets or sheds may not interfere with the use of the Resident's driveway for parking purposes.

C. Storage cabinets or sheds must remain locked when not in use. Electrical service may not be supplied to a storage cabinet or shed unless such electrical service is in compliance with all federal, state and local laws, including Section 1436 of Title 25 of the California Code of Regulations.

D. Storage cabinets or sheds may not be used to store hazardous or unlawful substances or for habitation.

14. LOT AND/OR YARD MAINTENANCE:

A. Residents shall maintain their lots and/or yards, including the front, sides and back, in a clean, well-kept, weed free and attractive fashion. All trash, boxes, newspapers and other debris are to be disposed of properly. Items such as barrels, brooms, ladders, tools and recycling collections must be stored out of sight. The space around each Mobilehome, including grass, plants, flowers, trees and shrubs must be neatly trimmed and/or well maintained at all times. All Home Sites must be kept free of weeds. Resident shall also keep the street and gutter area in front of their Home Site free of debris, trash, grass, leaves and the like. NOTE: The Community does not supply tools for yard or lawn maintenance. You must provide your own.

B. If a Home Site is neglected, after written notice, Management reserves the right, but is not obligated to assume care of the Home Site and bill the Resident for this service.

C. Management shall have a right of entry upon the land on which a Mobilehome is situated to the full extent allowed by law, including the full extent allowed by Civil Code Section 798.26 for maintenance of utilities, trees and driveways, for maintenance of the Home Site in accordance with these Rules and Regulations when the Resident fails to so maintain the Home Site, and for protection of the Community at any reasonable time, but not in a manner or at a time which would interfere with the Resident's quiet enjoyment.

D. Management shall have no right of entry to Resident's Mobilehome and/or enclosed accessory structures without the prior written consent of Resident, unless specifically allowed by law, as in the case of an emergency pursuant to Civil Code Section 798.26(b) or for inspection purposes.

E. If the Resident is vacationing or otherwise absent from the Home Site, it is the Resident's responsibility to make alternative arrangements for the maintenance of the Mobilehome and the Home Site, in accordance with these Rules and Regulations.

F. Nothing herein shall be deemed to prevent Management from exercising any of its rights, including but not limited to the right to bring legal proceedings for injunctive relief and/or damages based on Resident's failure to maintain all or any part of the Home Site.

15. TRASH:

A. All trash must be disposed of in accordance with Community procedures, which may be changed from time to time. For your convenience, written copies of the Community's current procedures are available from the Community Manager and incorporated herein. Trash containers stored outside of the Mobilehome may not be visible from the street.

B. Management is not responsible for the pickup of large items such as couches, refrigerators, mattresses, television sets and other furniture or appliances. Disposal of such items is the Resident's responsibility, and they must be stored out of sight until they are disposed of by the Resident, not to exceed 3 day's time. These items may not be disposed of in or around Community dumpsters. Throwing garbage, which is not in "drip proof rap" in dumpsters is prohibited. Leaving any item outside the dumpster, in the dumpster area, is prohibited and a fine could be assessed. Overfilling the dumpsters, past the dumpster rim, is not permitted and may result in a fine being charged to the space. All cardboard boxes must be broken down prior to being placed inside the dumpsters. Dumpsters are for Resident use only and not for commercial purposes.

C. State or local government may require the Resident to recycle. In that event, the Resident must comply with any and all mandatory recycling procedures. At no time may you collect or accumulate recycled materials (i.e. bags of cans, water bottles, newspaper, etc..) outside of your Mobilehome and on the Home Site.

16. VEHICLES AND PEDESTRIAN TRAFFIC:

A. All vehicles, including motorbikes, must be registered and/or licensed in compliance with the California Department of Motor Vehicles, or if from out of state, with the registration

and/or licensing authority of the relevant jurisdiction. Management may require the Resident to provide a copy of the vehicle registration for any vehicle at the Community.

B. All vehicles must be properly equipped with a muffler to insure quiet performance. Any vehicle which creates excessive noise, exhaust or a disturbance of any kind will not be permitted to operate in the Community.

C. Inoperative vehicles are not permitted in the Community. Management may request verification of operability. Resident's vehicles are not permitted in the Community if they are not regularly maintained in normal operating condition and are not kept neat and clean in appearance. This includes, but is not limited to, vehicles whose exterior appearance has deteriorated to a point where they are unsightly and detract from the appearance of the Community or vehicles which contain unsightly loads that are visible to other persons.

D. Any vehicle dripping gasoline, oil or any fluid must be repaired immediately. No car repairs or maintenance of any type will be permitted on the Home Site, including on the driveways and carports, or in any Common Area of the Community, including the streets. No drip pans are permitted.

E. Vehicles may be washed in the driveway when using a hose with an automatic shutoff nozzle. Should drought regulations be implemented, Residents must abide by local ordinances. At any time, Management may discontinue the allowance of car washing inside the Community.

F. Pedestrians and vehicles must share the streets. For this reason, MOTORISTS MUST DRIVE WITH EXTREME CAUTION AT ALL TIMES WHILE DRIVING THROUGH THE COMMUNITY. Speeding and unsafe driving are strictly prohibited. No motorized vehicle may be operated within the Community by any person who is not licensed to drive and/or who doesn't have the proper insurance on their vehicle.

G. Pedestrians shall use extreme caution when walking in any street and shall look both ways before crossing any street. Pedestrians assume the risk of walking in any street in the Community.

17. VEHICLE PARKING AND TOWING:

A. Each Home Site has a designated parking area and/or carport for one, two or three vehicles. Vehicles may be parked in the designated parking area and/or carport only. In spaces accommodating three vehicles, the third vehicle may be parked in the carport as long as the vehicle does not extend passed the front of the space or obstruct access to the utility area. No parking on the grass, on landscaped areas, on landscape intended areas or between Home Sites is allowed. Neither Residents, nor their Guests, are to park on another Resident's Home Site, without prior permission from that Resident or on a vacant Home Site. The streets in this Community may be designated as fire lanes. Street parking is strictly prohibited. Anyone parked in violation of these Rules and Regulations is subject to having their vehicle ticketed and/or towed away at the vehicle owner's expense, pursuant to Civil Code Section 798.28.5 and/or Vehicle Code Section 22658.

B. All vehicles parked at the Home Site must be fully operational and have a current registration. Except as provided herein, vehicle parking on the Home Site is limited to automobiles, small trucks, motorcycles, mopeds, golf cart, and motor scooters. No vehicle of any other kind may be parked or stored at the Home Site, including non-operative vehicles, storage vehicles, dune buggies, trailers, detached campers, aircraft, boats, personal watercraft, jet skis and/or wave runners. No Resident may park or store large trucks or commercial vehicles at the Home Site.

C. Short-term parking for loading and unloading of recreational vehicles is permitted, however not in fire lanes and may not exceed-twenty-four (24) hours.

D. Visitors or guests who cannot utilize the Resident's on-site parking must park their vehicles in designated Guest parking areas, or outside of the Community. Residents may not use Guest parking areas for their personal vehicles. Signs are posted in Guest parking areas that provide specific rules and may be changed from time to time at Management's sole discretion.

E. Driveways and carports must be kept clean at all times. Oil drippings or damage to pavement caused by any Resident or guest must be repaired and cleaned by the Resident, at his or her cost. Except where specifically prohibited by law, Residents are responsible for the maintenance, repair and/or replacement of any driveway or carport. Resident's failure to use or maintain his or her driveway and/or carport for parking shall not entitle Resident to park his or her vehicles at any other location in the Park, in violation of these Rules and Regulations.

F. Guest parking spaces or Resident overflow parking areas are limited and designed for temporary use. No person may park in any guest parking or Resident overflow parking space for more than twenty-four (24) consecutive hours, or for such other period of time as may be posted. No person may use a guest parking or Resident overflow parking space for full time parking of any vehicle. Reserving a parking space with a cone, trash can, or any other item is strictly prohibited.

G. **WARNING:** Anyone parked in violation of these Rules and Regulations is subject to having their vehicle ticketed and/or towed away at the vehicle owner's expense, pursuant to Civil Code Section 798.28.5 and/or Vehicle Code Section 22658. If a vehicle is parked in the street or otherwise in violation of these Rules and Regulations and a tow company is called for its removal, the owner of the vehicle may be charged by the tow company whether the vehicle is towed or not.

18. <u>MOTORCYCLES, MOPEDS AND SCOOTERS</u>: Motorcycle, motor scooter, mini bike, moped, or other two or three wheel motorized vehicle may not be operated within the Community at any time except directly to and from the Community entrance and the Resident's space in such a way that does not cause excessive noise. Such vehicles must be registered with the California Department of Motor Vehicles. Mufflers are mandatory. No all-terrain vehicles, dirt bikes or unregistered vehicles may be driven in the Community at any time for any reason. Nothing herein

shall be construed as preventing Resident from using a motorized or non-motorized wheelchair, or similar device, that is reasonably required due to a medical condition or disability. The use of go-carts and pocket bikes is strictly prohibited.

19. CONDUCT: The following conduct actions are considered a substantial annoyance to the Community

A. Actions by Residents or their guests which endanger the health or safety of any person, including Management and all Community staff, are prohibited. Said actions include but are not limited to public intoxication, use of illegal substances, drug abuse, loud or boisterous behavior, assault or battery and the use of profanity or other offensive, rude or threatening language. Persons who are intoxicated or under the influence of legal or illegal substances may not use the common areas or facilities of the Community.

B. Residents and their guests shall not encroach or trespass upon any other Home Site or any other area of the Community that is not open to the Residents and their guests. Please respect your neighbors' property by not trespassing on their Home Sites. Such trespassing is strictly prohibited.

C. Residents must keep the noise level from televisions, stereos, musical instruments and other sources so it may not be heard inside of any other Mobilehome in the Community at any time and shall reduce their noise level so that it may not be heard outside of their own Mobilehome between the hours of 10:00 p.m. and 8:00 a.m. Radios, televisions, stereo equipment and other audio or video devices may not be used in a manner that disturbs other Residents. Unusually loud noise from cars or motorcycles is also prohibited. Excessive noise under this provision constitutes a substantial annoyance. Residents are reminded that the Homes are in close proximity to each other, and noise levels are subjective to each person.

D. Residents shall not engage in any conduct which constitutes a substantial annoyance to other Residents, nor shall Residents use or allow the Home Site to be used for any illegal, unlawful or immoral purpose. Such conduct includes but is not limited to police responses for reported criminal or nuisance activity or disturbances of the peace at the Home Site.

E. No loitering, trespassing or playing in vacant Mobilehomes, on vacant Home Sites, or in the streets is allowed.

F. Bicycles, skateboards, roller skates, rollerblades and tricycles may be ridden on the Community's streets, provided the rider obey the same rules of the road as automobiles, including any law regarding the use of helmets and other protective devices. No hopping, jumping speed bumps, rail sliding or ramps are allowed in the Community. Please be extremely cautious when riding in the Community. All riding in the Community is at the rider's own risk. Riders must not impede the flow of traffic or get in the way of vehicles.

G. Being under the influence of legal and illegal drugs and public drunkenness are not allowed in the Community under any circumstances. Driving through the Community while

intoxicated is illegal and strictly prohibited and is considered a substantial annoyance and threat to the safety of other Residents and guests within the Community.

H. Smoking is prohibited in the common areas of the Community, including e-cigarettes and vaping. Management reserves the right to limit or prohibit smoking in all areas of the Community, to the full extent allowed by law.

I. Violent acts, including assault or battery, are strictly prohibited.

J. Fighting words, profanity, threats of violence, acts of violence, harassment, verbal attacks and other confrontational verbal activity are strictly prohibited.

K. The illegal brandishing or use of any weapon is expressly prohibited, including but not limited to rifles, guns and knives. BB guns, paintball guns and fireworks are also prohibited.

L. No fires are permitted on the Home Site or in any other area of the Community. The only exceptions are in a properly maintained fireplace in a Mobilehome, in a properly maintained barbeque on the Home Site, in a properly maintained barbeque in a designated barbeque area approved in advance in writing by Management, or in a properly manufactured and enclosed firepit. Should a gas firepit be utilized, no cover is necessary. The use of a smoker and/or barbeque on your Home Site should not create excessive smoke and be placed in a location so as to not disturb a neighbor. Additionally, smokers and barbeques may not be used on porches or steps.

M. The Community Owner is represented by a Manager and other personnel who are vested with all the legal rights and authority necessary to enforce the Rules on behalf of the Community. The Manager, any of its agents and all other employees, must be treated with respect and must not be subject to intimidating behavior, excessive phone calls, excessive interruptions, harassment, abusive language, retaliatory behavior, or violence by Homeowner, Resident or their Guests. A violation of this provision will constitute substantially annoying behavior. This provision includes Community agents and vendors of the Community. Homeowners and Residents shall not request assistance from Management employees for personal reasons.

N. Neither Management nor any of Management's employees are legally empowered to act as law enforcement officers and will not act in that capacity. Homeowners and Residents shall submit all complaints and maintenance requests in writing to Management and must identify the name of the person submitting the complaint or request. Management may not follow up on anonymous complaints or maintenance requests and will not act as a mediator between Resident disputes. Resident disputes that involve Management and/or affects other Residents constitutes a substantial annoyance.

O. **Zero Tolerance Policy Regarding Controlled Substances**. Residents, any member of the household, or any Guest or other person present under the Resident's control or acquiescence, shall not engage in criminal activity, including drug-related criminal activity, on or near the Space or in any Common Areas. "Drug-related criminal activity" means the

illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802) and all comparable provisions of state law as set forth in the California Penal Code and the Health and Safety Code. Resident, any member of the Resident's household, or a Guest or other person under the Resident's control or present by reason of Resident's acquiescence, shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the Space or in any Common Areas. Resident(s) or members of the household will not permit the Home to be used for or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a Guest.

ANY VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THIS POLICY AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this policy shall be deemed a serious violation and a material noncompliance with the terms of tenancy. It is understood and agreed that a single violation shall be good cause for termination of the rental agreement. Failure to comply with this policy is agreed to be a material, non-curable breach of the rental agreement and may result in an eviction notice being served upon Resident(s) requiring that every member of the household, and any Guests or other person(s) under Resident's control vacate the Space on proper notice, all in accordance with California law. California law provides for an extraordinary remedy to regain possession when illegal activity is being carried out on or near the premises which constitutes a public or private nuisance.

P. **Marijuana.** Management may enforce, as covenants and conditions of tenancy, such drug laws as interpreted and applied by local, state and federal law enforcement, as may change from time to time, in respect to possession, cultivation, sale and use of marijuana. Mobilehome park living requires special restrictions for the safety and enjoyment of all residents including families who choose to reside in the Community. Mobilehome living entails many compromises for the benefit of community standards, and thus, covenants are enforced despite being more restrictive than other residential accommodations. The use, possession, sale, distribution or cultivation of controlled substances raises the risk of harm to others. Therefore:

   i. No use of marijuana is permitted in the Common Areas of the Community;

   ii. No cultivation outside the walls of the Home structure is permitted (including screened or other patios, under awnings, driveways, inside sheds);

   iii. Any use of marijuana in the vicinity of a minor shall be reported to law enforcement as contributing to the delinquency of a minor;

   iv. Any illegal sale, use, possession or growth of marijuana or other controlled substance, as enforced in accordance with local, state or federal policy, may result in termination of tenancy.

Q. **Second-Hand Smoke.** Resident smoking, vaping or use of e-cigarettes or any other product which produces second-hand smoke or vapors must do so in a manner as to contain such to the Home and not bother other Residents. Any complaints of odors or second-hand smoke or vapors of any kind emanating from within a Home or from a Space

may result in the termination of tenancy, because it may impair the senses of others in close and inescapable proximity to the Space resulting in dangers and risks posed to health and safety including exacerbation of medical frailties, equilibrium, unsafe operation of a motor vehicle or other machines and appliances.

20. COMMUNITY FACILITIES:

A. The Community facilities are provided for the exclusive use of the Community Residents and their Guests and are used at Residents' and Guests' own risk. Homeowner, Residents and their Guests waive any and all claims for damages, injuries or otherwise, resulting from the use of the Common Areas and/or Community facilities. All Guests must be accompanied by an adult Homeowner or Resident when using any Community facility. The rules and hours of the Community facilities are posted at the facility and may be amended at the discretion of Management in accordance with law. Resident users are responsible for cleanup and trash removal after the use of Community facilities.

B. Management reserves the right to restrict or change the use of any Community facility as to hours, purposes and conduct, in accordance with the law. Community facilities may be closed from time to time by Management or in compliance with local laws, including for maintenance, training and/or other management purposes.

C. The possession and consumption of alcoholic beverages, illegal substances or any substances that impairs your abilities is strictly prohibited in all recreational and Community facilities and all Common Areas throughout the Community. Should Management find any Resident or Guest to be under the influence of alcohol or drugs, in that they are physically or emotionally impaired, Management shall have the right to require the Resident or Guest to leave the Common Areas or Community facilities.

D. Any Homeowner (including their Residents and Guests) whose tenancy has been terminated for nonpayment, rule violation or substantial annoyance reasons will be restricted from using the Community facilities until such time as their tenancy is reinstated.

21. CLUBHOUSE:

A. The clubhouse is provided for the exclusive use of the Community Residents and their Guests. The rules and hours of the clubhouse are posted at the facility and may be amended at the discretion of Management in accordance with law. Management reserves the right to restrict or change the use of the clubhouse as to hours, purposes and conduct, in accordance with law. The clubhouse may be closed from time to time by Management or in compliance with local laws, including for maintenance, training and/or other management purposes.

B. A private function is a function that is not open to all Residents of the Community. The clubhouse may be available for private functions when they do not conflict with Community activities. Residents interested in having a private function must contact Management and reserve space well in advance of the planned function. Private functions are the Resident's sole responsibility and Management reserves the right to require the sponsoring Resident

to procure appropriate insurance for any private function to the full extent permitted by law. Attendance at any private function shall not exceed the capacity limit as required by the local Fire Marshall. Resident users are responsible for cleanup and trash removal after use. Nothing herein shall be deemed to supersede the Resident's rights under Civil Code Sections 798.50 and 798.51.

C. Management reserves the right to require a security deposit for any private function. If a Resident fails to cleanup sufficiently after use, Management may have the cleanup work done and charge the Resident a cleanup fee, deduct the cleanup fee from the security deposit and/or bring legal action against the Resident for all damages and refuse future use of the clubhouse. The use of the clubhouse for private functions shall be on a first come, first served basis and a clubhouse reservation form must be completed and submitted two weeks in advance of the event. Management reserves the right to deny use of the clubhouse for a private function for any reason whatsoever. Nothing herein shall be deemed to supersede the Resident's rights under Civil Code Sections 798.50 and 798.51.

D. Residents may use the clubhouse for meetings, forums and other social and educational purposes, in accordance with the Mobilehome Residency Law. Residents interested in having such a meeting must contact Management in a reasonable period in advance of the planned meeting in order to make reservations and other necessary arrangements. The use of the clubhouse for such purposes shall be on a first come, first served basis and a clubhouse reservation form must be completed and submitted two weeks in advance of the event. Nothing in this rule shall be construed as allowing Residents to open up all or any part of the Community to the general public, including all or any part of the clubhouse.

E. The possession and consumption of alcoholic beverages is strictly prohibited in the clubhouse. No one in wet bathing suits, with bare feet or without a shirt will be permitted in the clubhouse. Management reserves the right to restrict and/or revoke use of the clubhouse by any Resident or Guest who does not comply with the Rules and Regulations regarding its use, including all posted sign.

22. SWIMMING POOL AND SPA:

A. Swimming pool and spa hours are as posted at the facility and may be amended at the discretion of Management in accordance with law. Management reserves the right to close down the pool/spa area for maintenance, repairs due to acts of vandalism, training, governmental mandate, and/or other management purposes. In addition, Management reserves the right to close down the pool/spa area and/or store all pool furniture indoors, as dictated by the weather or local ordinance. Rules regarding the use of the pool and spa are posted in the pool/spa area. NO LIFEGUARD IS ON DUTY IN THE SWIMMING POOL AND SPA AREA. **As required by State law, a sign is posted at the swimming pool and spa advising, among other things, that no lifeguard is on duty and that children should be under the direct supervision of a responsible adult when in the pool and spa area and that the use of the spa by children is restricted. No person should use the spa alone.**

B. Guests in the pool/spa area must be accompanied by a Resident. No more than two (2) Guests per Home Site will be allowed to use the pool and spa at any one time and Resident and their Guests must vacate the area at the direction of Management if Management determines that posted rules are being violated or if the pool needs to be closed for any purposes. **All use of the swimming pool and spa is at the user's risk.** WARNING: ALL PERSONS INCLUDING PERSONS WITH HIGH BLOOD PRESSURE OR HEART CONDITIONS, OR IN PREGNANCY, SHOULD CONSULT THEIR PHYSICIAN BEFORE USING THESE FACILITIES. Management assumes no responsibility or liability for physical problems or personal injury connected with the use of the pool and spa. **It is recommended that no person use the swimming pool and spa unless accompanied by at least one other person.**

C. All persons must shower before using the swimming pool/spa. No sun tan oil may be used prior to entering the pool and spa. All persons must wear only manufactured swim wear in good condition in the swimming pool and spa: no cut offs, gym shorts, T-shirts or similar attire is permitted. Nudity is strictly prohibited at the swimming pool and spa and at all of the common areas of the Community. Swimmers must not use any object in the pool and spa that may leave rust stains or damage the filter pumps if lost. No glass of any kind is allowed around the pool/spa area, including bottled drinks or foods. No person may wear diapers in the water. No person may urinate, vomit or defecate in the pool and spa. Food is not permitted in or around the pool/spa area. No alcoholic beverages, animals or smoking of any kind, including e-cigarettes and vaping, are allowed in the pool/spa area.

D. No running or unsafe activity of any kind is allowed around the pool and spa. No jumping or diving from the sides of the swimming area is allowed. Pool games, hard balls and large flotation devices are strictly prohibited, except life vests or swimming safety devices. No radios or audio listening devices of any kind are allowed in the pool/spa area, except if used with headphones or earphones in a manner that does not disturb other Residents. Each person using the pool and spa must respect the rights of others. Any person who is a substantial annoyance to others using the pool/spa may be required to leave the pool/spa area. Continued violations of pool rules will result in privileges being revoked.

E. No person who does not know how to swim may use the pool and spa unless accompanied by at least one person who knows how to swim and is capable of assisting a non-swimmer in the event of an emergency. All persons using the pool and spa are requested not to swim alone under any circumstances as no lifeguard is on duty at the pool and spa.

23. **VANDALISM**: Any Resident who vandalizes, alters, or otherwise destroys Community property will be responsible for paying all costs incurred in restoring that property to its original condition. Residents will be responsible for any damage done by their guests or family members. Residents are encouraged to report to Management all incidents of vandalism. Nothing herein shall preclude Management from exercising any right in the event of vandalism, including any right to evict the Resident on the ground that said vandalism constitutes a "substantial annoyance" to other Residents of the Community, pursuant to Civil Code Section 798.56(b).

24. SOLICITING: This Community is private property and is not open to the general public. Management reserves the right to refuse admittance to anyone and to prevent trespassing. No soliciting or door-to-door selling will be permitted without the express written permission of Management.

25. REGISTRATION AND INSURANCE:

A. Resident shall furnish to Management a copy of the registration and insurance of the Home located on the Home Site. Registration must be kept current at all times in the name of the Homeowner of record and payment made annually. Resident will furnish a copy of paid registration providing proof of payment and to ensure there were no changes in the legal or registered ownership. *At all times, at least one person identified as Homeowner on the rental agreement shall be on title to the Home. In the event a person is added to title on the Home's registration, without prior approval of Management, such person shall not have rights to occupy the Home.*

B. Mobilehomes and their contents are the responsibility of Resident.

C. Resident shall obtain an insurance policy, at Resident's sole expense, which includes coverage for bodily injury, property damage, personal injury, earthquakes and other acts of God, in an amount of no less than one hundred thousand dollars ($100,000) for any single occurrence. Resident shall provide proof of said policy within sixty (60) days of a written request by Management to do so.

D. Said policy obtained by Resident shall be primary to any insurance that may be carried by Management. Any insurance that may be carried by Management shall be considered excess only.

E. Resident shall not use the Home Site, the Community or any part thereof in a manner that will increase the risks or rate of insurance or cause the cancellation of any insurance policy covering the Home Site, the Community or any part thereof.

F. Resident shall indemnify and hold Management harmless from and against any and all claims arising from Resident's use of the Home Site or the Community, or from any activity or thing done, permitted, or suffered by Resident in or about the Home Site or the Community and shall further indemnify and hold Management harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Resident's part to be performed under the terms of any agreement with Management, including these Rules and Regulations, or arising from any act or negligence of Resident, or any of Resident's agents, contractors, employees or invitees, and from and against any and all costs, attorneys' fees, expenses, and liabilities incurred in connection with such claim or any action or proceeding being brought against Management by reason of any such claim.

G. Nothing herein shall be construed to require Resident to obtain insurance for any purpose prohibited by law, including the use of the common area facilities for the purposes specified in Civil Code Sections 798.50 and 798.51.

26. MOBILEHOME RESALES:

A. Resident must notify Management in writing at least sixty (60) days prior to the intended date of sale of his or her Mobilehome. Following receipt of said notice, Management may notify Resident in writing of any violation to be corrected pursuant to Civil Code Section 798.73.5 and/or Management's intent to exercise its rights to have the Mobilehome removed pursuant to Civil Code Section 798.73. Signs advertising the sale of the Mobilehome must comply with the provisions of the Mobilehome Residency Law.

B. Residents may conduct "Open Houses" to sell their homes, however at any time, Management may, in its sole and absolute discretion, revoke that privilege. Residents may display a sign advertising the sale of the Home during the period of time that the Home is offered for sale. For a lawn sign, it may not exceed 24"x36" and shall be displayed in a neat and secure manner. A window sign is also permitted. No handwritten signs are permitted. Open House signs are permitted only between the hours of 10:00am and 4:00pm on the days a representative is on site. No "Open House" signs, for sale signs, balloons or other marketing tools are permitted in the Community common areas, including on the Community streets and sidewalks, without prior written approval from Management, which may be withheld in Management's sole and absolute discretion. No "Real Estate Caravans" are permitted in the Community.

C. Before the sale of a Mobilehome has been completed, a prospective Resident (Buyer) must fill out a Resident Application form and be approved. Then they must sign (1) a Rental Agreement (2) the Community Rules and Regulations and (3) any other documents required by law. **A prospective Resident or Buyer does not become a Resident and has *no* rights of tenancy, unless he or she has signed each of the above documents *and* been approved and accepted in writing by Management.**

D. Nothing herein shall be construed to limit any of Management's rights, including Management's right to close all or part of the Community or to reject the purchaser of a Mobilehome for any reason allowed by law, including any reason allowed by Civil Code Section 798.74(a).

E. Management specifically reserves the right to require the removal of any Mobilehome, recreational vehicle or any other property at the time of its sale or transfer to a third party to the full extent allowed by law, including Civil Code Section 798.73.

27. REMOVAL OF MOBILEHOME: Only licensed and insured contractors are permitted to move Mobilehomes to or from the Home Site. Resident must notify Management in writing at least sixty (60) days prior to removing his or her Mobilehome from the Community and terminating his or her tenancy. Resident shall remain responsible for all rent and other charges of the Community until such written notice is provided to Management, the sixty (60) day period set forth in said notice has expired and the Mobilehome has been removed from the Community.

28. COMPLAINTS: All Resident complaints, except emergencies, must be presented to Management in writing, during normal office hours.

29. **HAZARDOUS MATERIALS**: Proper hazardous substance and waste disposal, removal or remediation is required of all Residents at Resident's sole cost and expense. Typical hazardous substances include automobile, boat and motorcycle fluids, oils or batteries; household batteries; light bulbs; cleaning fluids and solvents; gasoline, paint and other thinners; oils, brake fluids and transmission fluids. Federal or state law may require you to provide written notice to Management if you discover the presence or suspected presence of any hazardous substance on or beneath the Home Site you are renting. Management reserves the right to prosecute Residents and/or terminate tenancies of those Residents who cause hazardous substances to be located on or beneath their Home Site. Additionally, if a Resident is planning to use airborne toxins that can affect others, such as pesticides, herbicides, and solvents, they must notify their immediate neighbors before use so those neighbors can, if desired, protect themselves by closing their windows or leaving the premises for the duration of use.

30. **ENFORCEMENT OF RULES AND REGULATIONS**: The enforcement of the Rules and Regulations is a private matter between the Management and the affected Resident and any lack of enforcement will not support a claim for breach of contract against Management. The Resident is not a third-party beneficiary of any other Rental Agreement or the Rules and Regulations with respect to Management and other Residents in the Community. Any Resident who maintains that another Resident's violation of the Community Rules and Regulations is substantial may have the right to bring an action against that Resident, pursuant to Section 798.87 of the California Mobilehome Residency Law and/or other provisions of law.

31. **WRITTEN RENTAL AGREEMENT REQUIRED**: Management may require any Resident to sign a written rental agreement. In the event Resident refuses to sign a written rental agreement, Management reserves all of its rights, including the right to issue a seven (7) day notice for violation of this rule and/or the right to amend the terms of the rental agreement pursuant to law, including Civil Code Section 827.

32. **CONFLICT OF LAW:** It is Management's intention for these Rules and Regulations to comply with all federal, state and local laws, including all federal, state and local laws regarding Mobilehome parks. In the event of a conflict between federal, state and/or local laws, Management contends that federal law supersedes state and local law, and that state law supersedes local law.

Management maintains that in the event it decides to close all or part of the Community and/or cease operating the property as a Mobilehome Park, Management has the right under the federal constitution to exclude any person from the property, including Resident. Management also recognizes that in the event of its closure or cessation of use of all or part of the property as a Mobilehome Park, the state of California and/or other governmental entities may attempt to require Management to pay relocation costs to Resident.

Management hereby notifies Resident that Management maintains that any such relocation costs are unconstitutional and/or otherwise illegal. Management hereby further notifies Resident that in the event of its closure or cessation of use of all or part of the property as a Mobilehome Park, Management reserves the right to contest any such relocation costs in state or federal court.

Nothing in these Rules and Regulations shall preclude Management from contesting the validity of any law, either on its face or as applied, including any law regarding the closure or "change of use" of all or part of the Community.

Nothing in these Rules and Regulations shall be construed as a waiver of either Resident's or Management's rights under the Mobilehome Residency Law. Nothing in these Rules and Regulations shall be deemed to preclude Management from making any accommodation that is reasonably necessary for any reason allowed by law, including any verifiable medical condition. In the event any portion of these Rules and Regulations are declared to be invalid by a court of competent jurisdiction, the remainder of these Rules and Regulations shall remain in full force and effect.

33. ASSUMPTION OF RISK RE: VALUE OF MOBILEHOMES: The economic risk assumed in purchasing and/or owning a Mobilehome is different than permanent housing. A Mobilehome is movable housing with a limited life span. Judgment about Mobilehome value should not include factors relating to land value, location or current rent because such factors are variable and because Management has reserved the right to close and/or "change the use" of all or any portion of the Community. Other risks include but are not limited to Mobilehome deterioration or obsolescence, changes in the supply of or demand for Mobilehomes, interest rates and terms, economic climate, neighborhood and tenant transition, and many other factors beyond Management's control.

Except where specifically prohibited by law from doing so, Resident shall assume all risk regarding the value of Resident's Mobilehome. Except where specifically prohibited by law from doing so, Resident shall discharge, release, and hold Management free and harmless in the event of economic loss, diminution in market value, or depreciation of Resident's Mobilehome, or its accessory structures or equipment, which results from closure or "change of use" of all or any part of the Community.

34. MEGAN'S LAW NOTICE: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP code in which he or she resides.

35. ZONING AND PERMIT NOTIFICATION: The zoning or use permit under which the Park currently operates is properly designated for mobilehome parks. At this time, Management is a party to a ground lease with respect to the underlying land for the Park.

36. COMPLIANCE WITH RENTAL AGREEMENT: Resident must comply with all terms of the rental agreement for the Home Site, including all terms regarding the payment of rent, utilities, and any other charges allowed by law.

37. RIGHT TO EVICT RESIDENT: Management may terminate Resident's tenancy for any reason allowed by law, including any reason allowed by the Mobilehome Residency Law. Management reserves all of its rights, including all of its rights under the state and federal constitutions, the Mobilehome Residency Law and Title 25 of the California Code of Regulations. Nothing in these Rules and Regulations shall be deemed to result in a waiver of Management's right to evict any Resident for any reason allowed by law, including but not limited to any right Management may have to evict any Resident on the ground that the violation of one or more of these Rules and Regulations also constitutes a "substantial annoyance" to other Residents at the Community, pursuant to Civil Code Section 798.56(b).

38. WRITTEN CONSENT: Wherever written consent of Management is required by these Rules and Regulations, said written consent must be obtained in advance. Management reserves the right to withhold written consent, in its sole and absolute discretion, unless Management is specifically prohibited by law from doing so.

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

40. SEVERABILITY: If any provision of these Rules and Regulations is found to be unenforceable, in whole or in part, the remainder of these Rules and Regulations shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the remainder of these Rules and Regulations.

I HAVE READ AND UNDERSTAND THE ABOVE STATED RULES AND REGULATIONS OF THIS MOBILEHOME COMMUNITY. I UNDERSTAND THAT FAILURE TO COMPLY MAY RESULT IN TERMINATION OF MY TENANCY.

Date: _____ Space Number: _____

Print Resident Name: _____ Resident Signature: _____

Print Resident Name: _____ Resident Signature: _____

Print Resident Name: _____ Resident Signature: _____

Print Resident Name: _____ Resident Signature: _____

Print Resident Name: _____ Resident Signature: _____

SANTIAGO ESTATES PEDLEY

By: Jan Spivey
Community Manager