South Peak Mobile Home Park

145 South Street
San Luis Obispo, CA 93401

PARK'S RULES AND REGULATIONS

This Park is an Equal Housing Opportunity Provider

We do business in accordance with

the Federal Fair Housing Law

IT IS ILLEGAL TO DISCRIMINATE AGAINST ANY PERSON BECAUSE OF RACE, COLOR, NATIONAL ORIGIN, RELIGION, SEX, HANDICAP OR DISABILITY, FAMILIAL STATUS, MARITAL STATUS, SEXUAL ORIENTATION OR ANY OTHER PROTECTED CLASS.

This Park is designated as an all-age facility with no minimum age requirements for residency.

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1. INTRODUCTION

These Rules and Regulations have been developed as a basis for good relations within South Peak Mobile Home Park (Park) and to promote uniformity and consistency of standards and practices for the betterment of the management and residents. The spirit behind these Rules and Regulations is the Golden Rule: "Do unto others as you would have others do unto to you." We trust we have your complete cooperation not only to keep Park standards high and to maintain a happy and friendly atmosphere, but also to assure each a maximum of convenience and comfort. All Rules and Regulations will be integrated and applied in a reasonable manner.

Our Park is a friendly and enjoyable place to reside. We ask that you treat your neighbors as you would like to be treated and refrain from acts that may disturb the peaceful enjoyment of others and work together to continue to make the Park a pleasant place to call home for the duration of your stay.

2. DEFINITIONS

These Park Rules and Regulations are an important part of your rental agreement. Please read them carefully and direct any questions you might have to the Park manager. In these Rules and Regulations, the following terms will have the following definitions unless the context or their usage indicates that a different definition is intended. Note, unless otherwise stated, the terms defined herein are not the definitions set forth in the Mobilehome Residency Law (California Civil Code §§ 798 *et seq.)*:

A. "Park" means South Peak MHP and also includes any and all owners and/or management of Park.

B. "Homeowner" means the person(s) who have a tenancy in the Park under a rental agreement.

C. "Resident" is a Homeowner or other person who lawfully occupies a mobilehome.

D. "Owner" means the legal owner of the Park and includes both ownership and management (past, present, and future) and each of their past, current and future legal and beneficial principals, and each and all of their past, current and future partners, directors, members, representatives, officers, employees, attorneys and agents. means the legal owner(s) of the Park, except for the following: For those provisions of this Agreement that are for the protection or benefit of Owner (including, but not limited to, provisions that waive Homeowner's claims or rights, release or discharge Owner, or acknowledge, represent or warrant to Owner), "Owner" includes Owner's past, present and future principals, and representatives including but not being limited to Owner's professional management companies, independent

contractor's, employees, agents and attorneys. The parties agree that this definition provides more protection to these managers and other representatives than they would otherwise enjoy, but the parties acknowledge that said managers and representatives have such protections here.

E. "Park Facilities," "Recreational Facilities," or "Common Areas" represent those facilities and areas of the Park which are generally open for use by Homeowners, Residents and their accompanied guests.

F. "Lot" or "Space" means the real property portion of the Park designated or used for the occupancy of one mobilehome, which real property is rented to Homeowner by Owner, and the area one foot below and 16 feet above grade. The boundaries of the real property rented to Lot shall be the lesser of either (1) the lot lines as determined by a governmentally approved survey or by a recorded plot plan, or (2) the apparent physical boundaries of the Lot as they exist at the time of execution of the rental agreement. However, if the area necessary to comply with setback requirements of state and local agencies comprises a smaller area than stated above, then this smaller area shall comprise the "Lot" or "Space."

G. "Mobilehome Residency Law'" represents the most current version of the California Civil Code §§ 798 et seq., which is commonly known as the MRL.

H. "Additional Occupant" includes persons sharing occupancy of the Lot pursuant to California Civil Code § 798.34, such as a guest, companion, live-in caregiver, or family member under the care of a senior homeowner.

I. "Approval" means that the Owner's prior written approval must be obtained by Resident before Resident commences any such action requiring Owner's approval. If Owner's prior written approval is required, Resident shall submit a written request to Owner, which describes the action Resident proposes to take and for which Resident seeks approval. Without limiting the foregoing, Resident agrees that if Resident does commence any construction, alterations and/or improvements without Owner's approval, Resident will remove such unapproved items immediately upon notice by Owner.

J. "Management" or "Park Management" means the Owner or managers of the Park, or any authorized agent acting on their behalf in connection with matters relating to the Park.

3. PARK STATUS

Park is an all-age community with no minimum age requirements for Residents. AS IS TRUE OF ALL OUR OTHER RULES AND REGULATIONS, THIS RULE MAY BE CHANGED OR ELIMINATED AT ANY TIME ON SIX MONTHS' NOTICE AND WE WILL HAVE NO LIABILITY TO RESIDENT OR OTHERS IF WE DO SO.

4. COMPLIANCE WITH RULES AND REGULATIONS AND RENTAL AGREEMENT

A. **<u>Compliance with Rental Agreement</u>:** Homeowner shall at all times have a signed, unexpired written rental agreement with Park and shall not violate any term, condition or provision of the rental agreement applicable to Homeowner's tenancy in the Park.

B. **<u>Compliance with Rules and Regulations</u>:**

1. Homeowner will ensure that Homeowner and Homeowner's guests shall comply with these Rules and Regulations. The basic rule and regulation applicable to everyone is that all will (1) behave reasonably and be respectful of the legitimate rights of others; (2) do nothing to unreasonably adversely affect others; (3) not create a disturbing or loud condition that unreasonably disrupts the peace of others; (4) do nothing which unreasonably endangers anyone or other persons' property; and (5) not trespass, enter, invade or touch the property of another without express or implied permission.

2. If one of your neighbors, another Resident or their guest is disturbing you, it is agreed that you will affirmatively contact the person and make a reasonable effort to resolve and remedy the disturbance. Owner shall have no responsibility, duty, or obligation to intercede in a "neighbor vs. neighbor" dispute, except as required by law. If the disturbance is of a criminal nature, then you should immediately contact the appropriate authorities or law enforcement agency and then contact the Park Management and fill out a complaint form. To report and in-progress, life threatening emergency, call 9-1-1.

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

4. The promises, duties and conditions of these Rules and Regulations are a private matter of contract between Homeowner and Management. These Rules and Regulations are not for the benefit of any other Resident, guest or person. It is agreed that no other Resident's rental agreement, or Rules and Regulations benefit you and that these Rules and Regulations do not benefit others; there is no third-party beneficiary to this document. Thus, no claim against management may be made for the decision or policy to refrain from enforcement of the Rules and Regulations, including covenants to maintain the peace and quiet, bars against encroachment, or any disagreement with a neighboring or other Resident or person residing or upon the Lot of the Park, for any reason, including advice of counsel. Thus, in the event, for example, that a Resident is claiming a neighbor

to be violating a rule and regulation, such violation, if any, only gives rise to a remedy that is available to management, and such a rule violation, if any, does not give rise to a claim to the complaining Resident against management for not enforcing rules and regulations. This provision is the essence of these Rules and Regulations. It is not subject to any waiver by the management unless expressed in writing and executed by an Owner of the Park. Management has no authority to waive the provisions of this paragraph.

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

5. OCCUPANCY LIMITS

The number of occupants of a mobilehome shall be limited to two (2) persons per the number of bedrooms present in the mobilehome, plus one (1) additional person per mobilehome. A bedroom is defined as a living space which is designed for sleeping and which has closet space, but does not have plumbing.

6. USE OF SPACE

A. No Commercial Activity:

The mobilehome and Lot shall be used only for private residential purposes and no business or commercial activity of any nature shall be conducted thereon. Unless otherwise prohibited by law, this prohibition applies to any commercial or business activity, including, but not limited to the following:

1. Any activity requiring the issuance of a business license or permit by any governmental agency.

2. Sharing residency of any Lot through a referral service (whether commercial or nonprofit) including but not limited to any website such as Air B&B, Vacation Rentals by Owner (VRBO), etc.

3. Any activity inconsistent with lawful and enforceable Park zoning and any conditional use permits, which would increase the risk of harm to the Owner or to any other person or property.

4. Any activity which increases insurances costs to Owner or Resident or affects the ability to obtain insurance.

5. Any activity which would increase noise, dust, vibration, odors or fumes, smoke or any other condition offensive to the senses, traffic (vehicle or pedestrian), congestion, deliveries and delivery or mail trucks, require storage of anything outside the mobilehome, or result in manufacturing of anything, require additional employees or other persons on the Lot or affect parking.]

B. **Mobilehome Occupancy By Registered Owner**: At all times at least one (1) Homeowner must regularly reside in the mobilehome and must be the registered owner on title of the mobilehome that occupies the Lot. The registered owner of a mobilehome on the Lot must apply and qualify for tenancy and must occupy the mobilehome upon acceptance to reside at the Lot. Each application for residency is based solely upon the applicant's qualifications; guarantors are not accepted. Each applicant for residency must represent, in writing, to the Park that the Lot is, and will be, the applicant's permanent and primary place of residency and that no other person will reside in the mobilehome on the Lot without the applicant's presence regardless of whether they have been listed on the application or rental agreement as an Additional Occupant.

7. ADDITIONAL OCCUPANT(S)

A. **Additional Occupant(s) and Guests:** Guests must register with the Owner if they stay with Homeowner more than a total of twenty (20) consecutive days or a total of thirty (30) days in a calendar year. With the exception of a companion, live-in caregiver or family member under the care of a senior homeowner, as set forth in Civil Code § 798.34, if any Additional Occupant stays beyond the foregoing periods, Homeowner will be charged a reasonable Additional Occupant fee, as set forth in the rental agreement, for each day following the expiration of such period. For emergency reasons, Homeowners should register any overnight guest with the Park Manager.

Homeowner agrees to acquaint all Additional Occupant(s) with the conditions of tenancy of the Park, including, but not limited to the Park's Rules and Regulations. Additional Occupant(s) shall have no rights of tenancy in the Park, and any agreement between Homeowner and any Additional Occupant(s) will not change the terms and conditions of the rental agreement between Park and the Homeowner.

A violation of the Park Rules and Regulations by an Additional Occupant shall be deemed a violation of the Rules and Regulations by the Homeowner and subject to termination pursuant to Civil Code § 798.56(d).

B. **Companions:** A Homeowner who is living alone in the mobilehome and who wishes to share occupancy of their mobilehome with one other person, to be designated as the Homeowner's companion, may do so. A Homeowner may

only designate one person at a time as a companion and shall not designate more than three companions in total during any calendar year, unless otherwise authorized by management. Management may refuse to allow a Homeowner to share his or her mobilehome with a companion if Homeowner does not provide documentation showing the proposed companion meets any age restrictions of the Park.

C. **Live-in Caregiver:** Homeowner may share their mobilehome with any person over 18 years of age if that person is providing live-in health care, live-in supportive care, or supervision to the Homeowner. Management may require written confirmation from a licensed health care professional of the Homeowner's need for the care or supervision, as provided for in Civil Code § 798.34(c).

D. **Responsibility of Homeowner:** Homeowner(s) is/are personally and fully legally liable and responsible for all the actions and conduct of their Additional Occupant(s) while in any location within the Park, as though the actions and conduct were the Homeowner's or Resident's. Homeowner releases and agrees to indemnify and provide a defense to Owner from and against all liability resulting from, in whole or part the presence of an Additional Occupant while on or near Park property.

8. ADDITIONAL OCCUPANT(S) USE OF PARK FACILITIES

Additional Occupant(s) are permitted to use the Park Facilities only when accompanied by an adult Resident.

Owner reserves the right to make a reasonable determination whether the Park's recreational and other facilities can accommodate all Residents and their Additional Occupant(s) and, therefore, Owner may refuse any Additional Occupant access to said facility if the Additional Occupant's presence would reasonably detract from the use and enjoyment of these facilities by other Residents and any Additional Occupant who are then using the facility.

9. PARK PERSONNEL

A. **Park Management:** Owner shall be represented by Park Management, including a manager ("Manager"), who is vested with all the legal rights and authority to enforce the Rules and Regulations on behalf of the Park's Owner.

B. **Prohibition:** Resident shall not use or borrow any of the Park's property, tools or equipment. Residents shall not threaten, harass, intimidate, verbally abuse, follow, stalk, or engage in a course of conduct over a period of time, however short, that threatens, harasses, intimidates, verbally abuses or follows or stalks the Park Management, Manager, and/or Park personnel in the performance of their duties on behalf of Owner. Any such conduct shall

be deemed a nuisance for which remedial action under the MRL any other law that may be brought against Resident, including without limitation, restraining orders pursuant to Code of Civil Procedure Sections 527.6 and 527.8 to prohibit harassment and work-place violence, orders for injunctive relief, and/or termination of Homeowner's right to possession of the Lot.

Please do not request the Manager to make promises or seek special favors. Residents are not to request that Park employees receive notices, mail, service of process, gratuities, deliveries or packages (in particular mail or parcel post) or other property from anyone for safekeeping, storage or any purpose on behalf of any Resident or Additional Occupant. Resident shall not request that the Manager work in or around any Homeowner's mobilehome in the Park except as needed to fulfill Park management duties. Resident shall not request that Management refer contractors for such work. Resident shall not ask the Manager to represent or give opinions about home values, quality, utility, condition or merchantability.

Park maintenance personnel are employed for maintenance of Park property only. Park employees, including maintenance personnel, are prohibited from performing tasks for Residents except in emergencies and as specifically authorized by Management. If Resident has any questions concerning the utility pedestal outside the home, or any questions in regard to the Park rules, please contact the on-site Park Manager. Park property, tools and equipment are for the use of Park personnel only.

10. PARK OFFICE AND COMPLAINTS

A. **Business Hours:** The business hours of Management are posted at the Park office/clubhouse. For life threatening emergencies call 911. For property endangering emergencies after business hours, contact Management by telephone. If the Park Manager works out of their private residence, Homeowner shall not contact Park Management at their private residence outside of business hours.

B. **Complaints:** All Homeowner complaints must be submitted to Park Management in legible handwritten or typed format during normal business hours. Homeowner complaints regarding Park Facilities and Management must include details such as the nature of the problem, the date, time and place it occurred or was observed. Any such complaints must be signed and dated by the submitting Homeowner.

Homeowners should be aware that it is the responsibility of the Residents of the Park to settle among themselves such issues as would normally occur in any neighborhood. Management will not interfere in or attempt to settle disputes of this nature. Homeowner, when appropriate, should notify City or County authorities. Documentation of Homeowner complaints regarding the conduct or activities of other Residents must include details such as the

nature of the complaint or activity, the date, time, and place it occurred or was observed and the names, if known, of the persons involved. The complaint must be typewritten or otherwise written to be legible, and any such complaints must be signed and dated by the submitting Homeowner. These complaints will be retained in the Park files. Should the situation escalate into a Park-related rather than a neighbor-related issue, Homeowner agrees that any submitted complaint may, if necessary, be used in court and the complaining party may also be required to appear in court to testify. All complaints should be mailed to the Park office or delivered to Park Management.

11. INTERPRETATION AND APPLICATION

A. **Interpretation:** It is Park's intention to interpret and apply all of these Rules and Regulations reasonably and lawfully. If, for any reason, any portion of these Rules and Regulations are unlawful, that is the result of an inadvertent mistake and the portion which is unlawful will be automatically deleted without further action on the Park's part, but all of the remaining rules will remain in full force and effect.

B. **Conflicts:** If any of these rules are in direct conflict with the terms of any rental agreement having an original term of longer than twelve (12) months signed by an individual Homeowner and Owner, the terms of the rental or lease agreement will prevail with regard to that Homeowner until the original term of the rental or lease agreement ends.

12. ARCHITECTURAL SPECIFICATIONS FOR ALL HOMES, LOTS, ACCESSORY EQUIPMENT, STRUCTURES AND APPLIANCES

A. **Timing of Installation of Improvements**: Within sixty (60) days of placing a mobilehome on a mobilehome site, Homeowner shall, at his or her expense, landscape the Lot; and within thirty (30) days, install an awning and improvements for porches, carport, and utility shed to the satisfaction of Park Management.

B. **Prior Written Approval:** All exterior accessory buildings, and/or modifications on a Lot, including exterior painting, roofing, gutters, fences, landscaping, exterior lighting, must receive prior written approval by Park Management prior to application for building permits and/or start of work. Homeowner should always check with Park Management when planning any exterior change to his or her mobilehome or Lot before incurring any costs associated with the change.

C. **Proposal for Work, Alterations and Additions:** Prior to the commencement and contracting for work to be performed on the mobilehome, structures or accessory equipment, including the exterior of the mobilehome home (including painting), Resident must: (1) Submit to Management, in writing,

the proposal for the work to be performed, specifying what is proposed to be done, the materials to be used, the identity of the persons to do the work, the length of time to do the work, proof of permits where required by the local enforcement agency; all in substantially the following form:

PROPOSAL FOR WORK

I, _____ (Resident name), propose to contract for and do the following work: _____ (describe what Residents proposes to do) on space number _____(insert space number), beginning _____ (date). The work is expected to be completed by _____, 20__. I propose to contract with the following contractor(s) for the work: _____ (contractor(s) name(s)), California License Number(s) _____. Contractor carries liability insurance and workers compensation insurance with the following insurers: _____. Attached is a copy of proof of valid contractor's license and proof of liability and workers compensation insurance. I understand that I may not commence any work until this proposal is reviewed and approved by the management and where required, all permits from the local enforcement agency have been obtained. I understand that this proposal may be disapproved if the proposed work would result in violation of the rules and regulations of the Park. I understand that I am responsible for any harm, injury, or damage which results from the work I propose to do or have done.

Dated: _____, 20__
By: _____ (Resident signature)
(Resident Name)

(2) Submit a true copy of a valid and current state contractor's license; and (3) submit proof of liability and workers compensation insurance, as applicable.

D. **<u>Steps/Decks/Landings/Porches/Ramps</u>:** Steps, decks, landings, porches and/or ramps with sturdy handrails are required for each exterior door of the mobilehome. All improvements must be in accordance with all laws and regulations, with building permits and Management's prior written approval obtained for each project. Construction must be in a "workmanlike" manner that is aesthetically compatible with the mobilehome and be constructed out of material which has obtained written permission from Park Management. Walking surfaces shall be covered with indoor/outdoor carpeting, stained redwood, or other materials approved by Management. No animal enclosures, accordion type folding gates, wire screens, or mesh are permitted at steps or on decks, and lattice on porches and carports is not permitted. Each mobilehome, where possible, will be required to have two (2) (front and rear) with landings, covered with indoor/outdoor carpet, and approved railings around any porches, platforms, or stairs more than thirty inches (30") high.

E. **<u>Skirting</u>:** Skirting is required and must be constructed of the same material as the exterior siding of the mobilehome or may be a Park approved material.

Skirting shall securely surround the entire mobilehome to prevent animals from entering, with adequate cross ventilation provided. Any damaged skirting must be repaired within seven (7) days upon receipt of notice from Park Management. If a skirting material is no longer available, one of the other Park approved skirting materials may be used.

F. **Rain Gutters:** All mobilehomes must be fitted with rain gutters and down spouts which extend to the ground and drain water to the street.

G. **Carports and Awnings:** Carport and patio awnings are required and must be a minimum of ten feet (10') wide by forty feet (40') long, with exceptions for unique Lot limitations. Awnings must be attached in compliance with all state and city codes and regulations. Awning, columns/awning supports and downspouts must be manufactured and vertically plumb and specifically engineered for local weather conditions, including snow load, if applicable, and wind. Runoff water shall be directed into the roadway gutters. Structurally damaged awning columns/awning supports shall be repaired immediately. Individual awnings ("eyebrow awnings") may be installed over windows, if the awnings are aesthetically compatible with the mobilehome and other awnings on the Lot and Homeowner obtains prior written permission from Park Management. No lattice, corrugated fiberglass or metal, canvas, cloth, screen, or roll-up type units are permitted to be installed on the stanchions.

H. **Storage Cabinets:** A storage cabinet may be located immediately adjacent to the mobilehome on the Lot, so long as: (1) the required exits and openings for light and ventilation of the mobilehome, cabana, or building component are not obstructed; (2) the location does not prevent service or inspection of the mobilehome's or Lot's equipment or utility connections; and (3) the separation requirements from structures on adjacent Lots maintained.

Storage cabinets must not exceed ten feet (10') in height from the foundation to the highest peak. The total, combined floor area of all storage cabinets on a Lot shall not exceed one hundred twenty (120) square feet. Homeowner may have two (2) storage cabinets on a Lot. Any utilities installed must have appropriate building permits. All homes with "hardboard" or Masonite type siding must have their storage cabinet constructed of the same material as the mobilehome. Shingle roofs, hardboard siding, and colors shall be compatible with the appearance of the mobilehome. Plastic and Rubbermaid storage cabinets are prohibited.

I. **Cabana:** A cabana, as defined in Title 25 of the California Code of Regulations (25 CCR § 1002), is not permitted.

J. **Ramada:** A ramada, as defined in Title 25 Code of Regulations (25 CCR § 1002), is not permitted.

K. **Awning Enclosures:** Awning enclosures may be placed only on certain Lots and will be approved only on an individual basis, in the sole discretion of Park

Management, and all applicable permits must first be obtained. All Homeowners must obtain prior written permission from Park Management prior to the commencement of construction. Enclosures shall be manufactured, engineered units that are aesthetically compatible with the appearance of the mobilehome and are constructed of aluminum and professionally installed with valid building permits. A minimum of fifty percent (50%) of the wall area of the enclosure shall be "open" and may be screened or enclosed with glass or "glassine" type plastic windows. All awning enclosures shall comply with § 1474, Title 25 of the California Code of Regulations. The construction requirements for room/awning enclosures are contained in the California Building Code, Chapter 31, Title 24 of the California Code of Regulations.

L. **Electrical Service:** Due to the potential for overloading the Park's electrical distribution system, Homeowner must obtain prior written approval from Park Management before the commencement of installation of electrically operated appliances such as central air conditioners, electric clothes dryers, heat pumps, electric water heaters, electric kitchen ovens/stoves, and other electrical units. Homeowner shall not change, connect to or modify any Park-owned utility located on site or anywhere else in Park.

Homeowner agrees not to install electrical appliances that will use energy in excess of the engineered maximum capacity for Homeowner's mobilehome. Homeowner shall not install additional breakers into the Park's service pedestals to increase their amperage. If Homeowner's electrical burden exceeds the calculated electrical capacity, Homeowner shall reimburse the Park within ten (10) days for all expenses incurred in remedying the situation created by the excessive electrical demands. Homeowner also agrees to hold Park harmless against any loss or damage incurred by reason of any injury to persons or property that occurs as a result of Homeowner’s electrical service.

The safe connection of the mobilehome's utility system to the Park distribution system is Homeowner's responsibility. The Park retains the right to prohibit the use of any electrical appliance which would overload and strain the electrical distribution system in the Park. All appliances installed must be in good operating condition and must not generate excessive noise or vibration.

All appliances must be energized by the mobilehome's electrical system, meaning that Homeowner is not allowed to install additional breakers into the Park's service pedestals to increase amperage.

M. **Air Conditioning:** No electrical, refrigerated, or central air conditioners are allowed to be hooked up to the Park’s utility system. Air conditioning condensation water must be piped away from any structure and not be allowed to accumulate. No window type room air conditioners or evaporative swamp coolers will be permitted. All installations pertaining to a heating and/or cooling system must be performed by a state licensed contractor and

Resident must obtain any permits required for installation. All outside electrical wiring, if any, must comply with state codes and regulations and be of weatherproof material.

N. **Solar**: Installation of solar photovoltaic systems on the mobilehome is permitted, subject to the following requirements: (1) all installations must be performed by a solar company licensed by the Contractors State License Board; (2) all permits, including any required by the California Department of Housing and Community Development, must first be obtained; (3) installation must comply with all state and city building codes and regulations; (4) the structural integrity of the mobilehome, including but not limited to the roof joists, must conform with all state and city codes and regulations related to load, including dead load, requirements for supporting solar panels; (4) all installations must have interconnection approval by the local utility company; (5) installation must not violate any interconnection agreement that the Park has with local utility companies; and (5) Homeowner must enter into an interconnection agreement with the Park, for which Park may charge a reasonable fee.

O. **Fencing:** Resident must obtain prior written approval of Park management before erecting any fence on Resident's Lot. All fences must be painted or stained to match Resident's mobilehome. No fence may exceed six feet (6') in height (if located to the side or rear of the Lot) or thirty-six inches (36") (if located between Resident's mobilehome and the street). Any fence must be placed inside Resident's lot line and not infringe on any adjacent Lot or common area.

P. **Antennas and Satellite Dishes:** Small satellite dishes one meter or less in diameters shall be permitted. Satellite dishes in excess of one meter in diameter are prohibited. Such location site shall be as unobtrusive as possible without significantly decreasing the satellite dish's efficiency or performance, shall not extend beyond the lot line and, unless otherwise provided by law, shall not exceed one (1) foot above the rooftop of the mobilehome. No reception device may be installed in such a way that it encroaches onto the common areas or the lot of another Resident or obstructs a driver's view of any street, driveway, sidewalk or intersection. The satellite dish must be installed and securely affixed and placed in a manner that will not constitute a hazard and complies with all applicable codes, city and state laws and regulations and manufacturer instructions.

Any antenna that is designed to receive video programming services via broadband radio service (wireless cable), or to receive or transmit fixed wireless signals other than via satellite must be one meter or less in diameter.

Antennas used for AM/FM radio, HAM radio, CB radio, digital audio radio services or antennas used as part of a hub to relay signals among multiple locations are prohibited. Resident shall be responsible for all costs associated with any reception device that he/she installs including, but not

limited to, all costs to (i) repair, maintain, relocate and remove any such reception device; (ii) repair damage to other property caused by the installation, maintenance or use of any person injured by the installation, maintenance or use of any such reception device, (iii) pay medical expenses incurred by the installation, maintenance or use of any such reception device; and (iv) reimburse and hold the Park harmless for all damages caused by the installation, maintenance and use of any such reception device.

Due to aesthetic considerations, indoor antennas and/or cable distribution is preferred for receiving over the air broadcast signals. The laws applicable to satellite dishes and outside antennas are subject to change. Therefore, Resident is advised that changes in the law, court decisions and rulings by the FCC may affect their rights and obligations regarding the installation of satellite dishes and antennas in the future.

Q. **Spas, Hot Tubs, Pools:** Installation of any spa, hot tub, or pool is prohibited.

R. **Structure Limitations:** Only manufactured accessory equipment and structures installed by professionally licensed contractors are permitted. No "homemade" equipment or structures are allowed. This includes, but is ·not limited to, storage sheds, room additions and the like. For the safety of Homeowner and the Park, Park retains the right to place additional requirements on Lots in unique locations, such as hillsides, terraced, or corner Lots.

S. **Earthquake Systems:** The Park strongly suggests that a California approved earthquake bracing/tie down system be installed under Homeowner's mobilehome. If Resident installs a mobilehome with earthquake-resistant bracing system, such system must be installed in compliance with the California Health & Safety Code and Title 25 of the California Code of Regulations and any requisite permit must first be obtained.

T. **Water Softeners:** Water Softeners that discharge salt-water brine into the Park sewer system are not permitted. Whole house water filter/conditioners are permitted so long as they do not require a modification to the Park's utility pedestal. In such a case, prior Park approval and a permit is required before such installation.

U. **Damage to Common Areas Caused by Homeowner:** Any damage to Park Common Areas or the property of others shall be Homeowner's financial responsibility.

V. **Digging or Driving Rods/Stakes:** Due to underground utility hazards, Homeowner is required to receive prior written consent from Management before digging or driving rods or stakes into the ground.

W. **Accessory Equipment:** Prior to commencing installation of or changing the exterior accessory equipment and structures or installation of or changing any

appliance which is to be connected to the gas, electrical or water supply, Homeowner shall submit for the Park's approval a written plan describing in detail the accessory equipment or structure or appliance which Homeowner proposes to install or change.

Any accessory equipment, structure, or appliance installed or changed which does not conform to the Park's standards shall be removed by Homeowner upon receipt of written notice from Park.

If a Resident does make a change in existing accessory equipment, the standards for incoming mobilehomes must be met, and all work shall be completed within sixty (60) days of approval. Resident is cautioned that there are mobilehomes and Lots in the Park which contain accessory equipment and structures which no longer conform with present Park standards and regulations. Nonetheless, Resident may not assume their plans will be approved because they conform to accessory equipment and structures existing on other mobilehomes or Lots.

Owner may, in its sole discretion, publish new standards for, without limitation, awnings, steps, porches, landscaping and other accessories at any time that it, in its sole discretion, determines would be in the best interest of the Park and Residents. It is Resident's responsibility to verify that Resident's contractors are licensed and insured, and Park has no liability if such persons are not adequately bonded or insured. Resident shall not suffer or permit to be enforced against Owner's title to the Park, or any part thereof, any lien, claim or demand arising from any work of construction, repair, restoration or maintenance of the Lot or Resident's mobilehome. Should any lien, demand or claim be filed, Resident shall cause it to be immediately removed.

It is not the responsibility of the Park to inspect or warrant the condition or quality of any work (including, but not limited to, the installation or repair of Resident's mobilehome, driveway, walkways, fences or any other equipment, structure, or improvement) performed by either Resident or Resident's contractor(s), agents, or employees.

X. **Permits:** Building permits, licenses, and other similar permission from governmental or quasi-governmental bodies or agencies are required and must be obtained before construction or installation of certain accessory equipment, structures, and appliances and all such appliances, equipment, and structures must comply with all federal, state, and local laws and ordinances.

Y. **Contractors Performing Work:** Only licensed contractors may do spray painting in the Park or install items which are required to be connected to the electrical, gas, or water supplies. Each contractor performing work in the Park on the Lot must be registered with Management and must be properly licensed and adequately insured. It is the Homeowner's responsibility to see that anyone performing work at his or her Lot has proper authorization from

Management prior to soliciting a bid or commencing work. The Park assumes no liability, express or implied, for the quality of work performed by contractors hired by the Homeowner or for any damages sustained. All work, improvements and repairs that require a permit must be performed by a licensed contractor or by an owner-builder that meets such requirements under California law. Only licensed contractors having adequate liability insurance and, if applicable, Worker's Compensation insurance, are permitted to work in the Park. Park may require contractors to provide proof of license and insurance in advance of beginning any work.

Z. **Liens and Claims:** Resident shall not allow any lien (*i.e*. mechanic's lien, materialman lien, lis pendens, etc.), claim, demand or other claim arising from any work of construction, repair, restoration, maintenance or removal done to or regarding the mobilehome or Lot, to be enforced against Owner and/or recorded against the Park property, and Resident will pay all liens, claims and demands before any action is brought to enforce them. Resident shall immediately take all possible action to protect Park's interests at all times. Resident shall hold Park free and harmless from all liability for any and all such liens, claims or demands, together with all costs and expenses, including, but not limited to, attorney's fees and court costs incurred by Park in connection with them. If any such lien, claim or demand is made, Park may require Resident to discharge same within thirty days by either payment, deposit, or bond. If Resident fails to do so, in addition to any other rights or remedies Park may have, Park may procure the discharging of the lien, claim or demand by either paying the amount claimed to be due by deposit in court or bonding. Any amount Park pays or deposits plus all other costs and expenses incurred, including reasonable attorney's fees and costs in defending any such action or procuring the discharge of the lien, claim or demand, shall be payable by Resident as additional monthly rent on the first of the calendar month together with rent after written notice to the Resident on the next monthly billing.

AA. **Hours of Work:** No work, including the delivery of materials or other things which would cause noise or other disturbances, may begin before 8:00 a.m. All work, including the removal of equipment, materials and other things which might cause noise or other disturbances, must cease by 6:00 p.m.

BB. **Exterior Lighting:** Any exterior lighting must be of a type and placed so as not to be objectionable or a nuisance to other Residents in the Park or as would constitute a traffic hazard. Outside lighting is recommended by Management within these guidelines. Park Management reserves the right to reasonably determine whether exterior lighting is objectionable or a nuisance to other Residents. Any lights used on the exterior of Resident's mobilehome may only be a maximum of an incandescent lightbulb of 60 watts or the equivalent 6 watts for light-emitting diode (LED) and must be aimed only to portions of Resident's Lot, but not to any other Resident's Lot or mobilehome.

CC. **Utility Easements:** Easements for the installation and maintenance of utilities and drainage facilities have been reserved throughout the Park. Within these easements no structure, planting, or other material will be permitted that may damage or interfere with the installation and maintenance of utilities or which may change the direction or flow for drainage channels in the easement.

DD. **Mobilehome Exterior Colors:** All Residents must obtain written approval of colors, both body and trim, from Park Management prior to the commencement of painting the exterior of the mobilehome.

EE. **Resident Obligations:** The Resident shall indemnify and hold the Owner and Park harmless for any and all liabilities, related to or arising from the work contemplated by the rules herein, including, but not limited to: (1) Personal injuries suffered by any party related to or arising from the performance of such work; and (2) Property damage suffered against the property of the Park, any other Resident of the Park, or any third party related to or arising from the performance of such work.

13. ARCHITECTURAL SPECIFICATIONS FOR "NEW" ACCESSORY EQUIPMENT, STRUCTURES AND APPLIANCES

A. **Prior Approval:** Resident may not install the mobilehome or accessory structures, make any alterations, improvements, additions or utility installations to, on or about the Lot or mobilehome, nor install, remove or change any existing improvements, or modify the drainage or landscaping nor make any contract for such work without Owner’s prior written consent and approval.

B. **Completion:** With the exception of the installation of the mobilehome, the installation of all required items must be completed within sixty (60) days after installation of the mobilehome, unless Homeowner obtains prior written approval from Park Management.

C. **General Standards:** Because of the wide variety of mobilehomes and other improvements, it is impossible to describe all improvements that are acceptable in this Park. Consequently, Park standards are listed only to assist Homeowner in preliminary planning. Homeowner is cautioned that there are Lots in the Park that do not conform to the Park’s present standards; therefore, do not assume Homeowner's plans will be approved because they are similar to other existing spaces.

Homeowner must maintain the Lot and other improvements in good condition and repair, including replacement of any items which are missing or damaged. Standards which were previously applicable to Homeowner's Lot and other improvements will remain applicable until Homeowner replaces, modifies, improves, repairs, or replaces the Home or improvement. At the time Homeowner constructs, remodels, or repairs, Homeowner is obligated to

adhere to the current Park standards.

D. **Plot Plan:** A plot plan drawn to scale must be submitted for Park Management written approval and it must show the following: (i) the placement of the mobilehome,(i) exact measurements of Lot lines and structures; and (iii) actual placement of all other structures and landscaping design.

E. **Utility Connections:** Homeowner's utility connection to the Park's utility distribution system is the responsibility of Homeowner' s licensed contractor.

F. **Inspections:** The Park is not responsible to inspect and approve any work done by Homeowner or for Homeowner by others, including, but not limited to, installation of the mobilehome, driveway, walkways, fence, or any other equipment or improvement of any type. To the extent that the Park may require work be completed and inspect or approve something, it is for the Park's own purpose only; and Homeowner is not entitled to rely on that inspection or approval to ensure that the item has been installed or constructed correctly or that work has otherwise been done as required. Instead, Homeowner is responsible for all required inspections and approvals and Homeowner agrees to indemnify and hold the Park harmless for any work which is improperly done.

14. MOBILEHOME AND LOT MAINTENANCE AND APPEARANCE

A. **Homeowner Responsibility:** This section applies to all Homeowners, regardless of whether Homeowner is the original occupant of the Lot or mobilehome. Homeowner must maintain and be financially responsible for the repair and maintenance of the Lot and all improvements to keep them in good condition and repair and in a safe, neat, clean, attractive, and well-kept fashion at all times. This includes, without limitation, the following: the mobilehome, accessory equipment, structures, fences, hillside banks, and landscaping. This will require Homeowner to wash, clean, paint and treat the Lot improvements as necessary to maintain their original appearance.

B. **Garbage and Trash Disposal:** All trash must be kept in a concealed place, and Homeowner shall not litter any area of Park, nor shall any trash or rubbish be stored outside the mobilehome. Resident is responsible for ensuring all of his or her trash is securely sealed inside plastic bags, so as not to attract insects or other pests.

Any park trash bins are for household trash only. Do not take or sift through trash in Park trash bins. Do not reach into, step, or climb into trash bins or dumpsters. Dumpster “diving” is prohibited. Resident shall not use the Park trash bins for dumping material other than daily trash. If an item does not fit into a large sized trash bag, it should not be dumped into the Park trash bins. For example, dumping furniture, oversized boxes, etc., is prohibited. Items are not to be left outside of the Park trash bins. Combustible, noxious or hazardous materials must be removed from the Park and not placed in the

Park trash bins. Bringing trash from outside the Park to be disposed of in the Park trash bins is not permitted. Sanitary and health laws must be obeyed at all times. Trash includes all grass cuttings, leaves, and other yard debris.

C. **Driveways:** Homeowner is responsible to repair damage to the Lot concrete and/or asphalt surfaces caused by, but not limited to, oil drippings, anti-freeze, or gasoline spillage. All carports, concrete, asphalt, and other surfaces shall be kept clean and free from vehicle fluids and damaging substances. If carport asphalt or concrete was installed by anyone other than the Park, the Homeowner will be responsible for the upkeep and maintenance.

D. **Storage on the Lot:** Unless specifically permitted, nothing may be placed or stored outside of the mobilehome or storage cabinets except as follows: Patio furniture that is designed for outdoor use, operable bicycles and barbecue equipment, all of which are to be maintained in an attractive and neat condition. No appliances, including, but not limited to water heaters, freezers, refrigerators and washing machines, may be placed outside of the mobilehome. Storage is not allowed under the mobilehome, and all materials or debris gathered or accumulated there must be removed immediately upon request of Management.

E. **Furniture:** Only patio furniture, manufactured specifically for outdoor weather conditions, may be placed outside the mobilehome or accessory structure.

F. **Grills, Bonfires and Firepits:** Fire pits and bonfires are not permitted. Except for one propane ("LP-gas") grill with especially small tanks, approved for use by Park management, no other grill or open-flame device is permitted. The one approved LP-gas grill may be placed outside the mobilehome and cannot be operated on "combustible balconies." Wooden decks and similar structures can easily catch and spread fire, making them risky places to operate a BBQ grill. At least 10 feet of clearance is required between the active LP-gas grill and "combustible construction." Homeowner should test the LP-gas grill for leaks at least once per season. Use only approved types of lighter fluid and never spray the fluid on an existing fire. Charcoal should be left in the grill until "completely cool" and the debris should be placed in a metal container. Keep fire safety equipment close by when grilling. Barbecue grills may not be transported to the recreational facilities.

G. **Exterior of Mobilehome**: Exteriors of mobilehome must be kept clean and neat. All utility connections must be kept in safe, leak-proof, accessible, and operative condition at all times. Materials not approved as accessories by Management may not be hung from the mobilehome or outside of the mobilehome.

H. **Clotheslines:** Towels, rugs, clothing, or laundry of any kind may not be hung outdoors in view from other Lots or Park property at any time. A clothesline (a cord, rope or wire only from which to hang laundered item) or drying rack (an apparatus from which laundered items may be hung, but does not include

a balcony, railing, awning, or other part of a structure or building) is permitted in an enclosed area of the Lot, so long as: (1) the clothesline or drying rack will not interfere with maintenance of the mobilehome or Lot; (2) the clothesline or drying rack will not create a health or safety hazard, block doorways, or interfere with walkways or utility equipment; (3) consent is sought before affixing a clothesline to any building other than the mobilehome; (4) the clothesline or drying rack is not visible to other Lots or other Park property, streets and common areas; and (5) Resident has received approval from Management of the clothesline or drying rack.

I. **Flags and Flagpoles:** Homeowner shall not display an excessive amount of flags so as to not cause a nuisance to other Residents in the Park. Flags shall not exceed thirty-six (36) inches by sixty (60) inches. No permanent flagpoles are permitted. Flagpoles which are four (4) feet or less in length, which are designed to be mounted on the front of the home and easily removed for storage, are permitted.

J. **Outdoor Decorations:** Homeowner shall not display an excessive amount of banners, wind chimes, bird feeders, or other items regularly displayed out of the Lot, so as to not cause a nuisance to other Residents in the Park. Any decoration and/or lights used on the outside of Resident's mobilehome must be UAL approved and are subject to Park Management's approval.

K. **Holiday Decorations:** Holiday decorations may only be displayed for thirty (30) days prior to and no longer than two (2) weeks after a specified holiday. Only UAL approved Christmas lights and decorations shall be used on Resident's Lot.

L. **Home Window Coverings:** All windows must have drapes, curtains, blinds, or shutters which are aesthetically pleasing and must be maintained in good condition and repair at all times. Window, glass, and window screens must be maintained in very good order with no cracks, holes, rips, or tears. Items such as aluminum foil, bed sheets, drop cloths, etc., shall not be used as window coverings. Fiberglass or bamboo roll-up type shades are not permitted outside the mobilehome or accessory structure.

M. **Enforcement:** Owner may, in accordance with Civil Code § 798.36, charge a reasonable fee for services relating to the maintenance of the land and premises upon which the mobilehome is situated in the event the Homeowner fails to maintain such land or premises in accordance with the Rules of the Park after written notification to the Homeowner and failure of the Homeowner to comply within fourteen (14) days. The written notice will state the specific condition to be corrected and an estimate of the charges to be imposed by the Owner if the services are performed by the Owner or its agents.

The Owner is allowed, after giving the fourteen (14) day notice, to remove and store a Homeowner's personal property to a billable storage area for sixty (60) days. Homeowner shall have sixty (60) days to claim the property after

which time it will be considered abandoned and may be disposed of by Owner. Homeowner is responsible for reimbursing to Owner the actual, reasonable costs of removing and storing the property. Owner shall be allowed to dispose of the property prior to the end of the sixty (60) day period if the Homeowner informs the management, in writing, of his/her intent to abandon property.

N. **Pedestal Area:** The utility pedestal area (electric, gas, water, and sewer hookups) must be accessible at all times with an unimpeded access way, must remain unobstructed at all times and have adequate clearance. If the Park's gas or water shut-off valves for the main lines are located on Homeowner's Lot, they must be kept uncovered and accessible at all times. Homeowner will bear the cost of any repairs to any utility damaged by Homeowner.

O. **Maintenance Duties Re Mold:** Resident is responsible for moisture, accumulated water and mold. Resident shall maintain the Lot, so water does not accumulate on the Lot or under the mobilehome. Resident warrants to maintain the mobilehome and areas under the mobilehome and Lot free from conditions which produce mold. Resident is responsible for mold cleanup. It is imperative to treat and remove all molds as if they are potentially harmful. Any discovery of mold in or about the mobilehome should be cleaned up promptly. When considering cleanup of mold, verify the extent of the problem. It can be treated with bleach. Common dish soap will also aid in dissolving accumulated grease and dirt in the area.

P. **Pest Control:** Each Homeowner is responsible for effective extermination of infestation of insects, rodents, vermin, or other pests.

Q. **Dangerous Material:** Anything which creates a threat to health and safety shall not be permitted on the Lot. Therefore, no flammable, combustible, or explosive fluid, material, chemical or substance, except those used for normal household purposes, may be stored on the Lot. Anything which creates a threat to health and safety or threatens damage to property or which induces or harbors or may tend to induce or harbor offensive odors, infectious plant disease, and/or noxious insects and/or rodents or reptiles is strictly prohibited.

No toxic substances may be placed in any refuse container but must be carried out of the Park and disposed of in accordance with law. Such substances as oils, gas, machinery fluids of all kinds, paint, astringents, solvents, thinners, acids, detergent waste, etc. are prohibited from being disposed of in the Park.

R. **Sewage System:** Material which will not dissolve in the sewer system such as facial tissue, paper towels, sanitary napkins, tampons, disposable diapers or dryer sheets MUST NOT BE FLUSHED DOWN THE TOILETS. Resident covenants that water-insoluble material which may cause a sewer stoppage (including anything that does not dissolve in water) SHALL NOT BE

DISCARDED INTO THE Park SEWER SYSTEM (toilets or drains with or without garbage disposal treatment). Examples include (without limitation): a clothing or fabric material; paper products such as facial tissue, paper towels, sanitary napkins, dryer sheets, paper, magazines; plastic or synthetic material, such as packing, packaging or wrapping materials; insoluble foodstuffs including matter containing saturated fats (lard, animal oils and grease), or coffee grounds, pet foods, organic or inorganic matter. No water-insoluble material, of any type or description, is permitted to be discarded in the Park sewer system which may cause a sewer stoppage. Resident is further responsible for all stoppage within the mobilehome and plumbing and sewer connection leakage or disrepair of fixtures in the mobilehome.

A "sewer stoppage" (that is, a stoppage which can be identified as having occurred in the sewage drain lateral, that is, that portion of the Park sewage system that extends to an individual lot drain inlet from main sewer line, or within the mobilehome, caused by Resident's violation of this term of tenancy, and not affecting other mobilehome), shall be the responsibility of the Resident.

If Park elects to bill any foregoing sum which relates to "sewer stoppage" as additional rent, Park may add such amount to the monthly rent statement for the month(s) which next succeeds completion of the remediation. Such additional rent shall be paid together with the monthly rent and other charges of tenancy due for that month.

15. LANDSCAPING AND DRAINAGE

A. **Maintenance:** Each Homeowner shall landscape his or her Lot in a clean, attractive and well-kept fashion. Lawns must be regularly mowed, trimmed, and watered with all weeds and debris removed weekly. Vegetation must not rub against any mobilehome, other structures, or interfere with property belonging to others. Trees and shrubbery must not obscure the open view of the Park roadways. Homeowner is responsible to arrange for someone to maintain the Lot and landscaping while Homeowner is absent. If Homeowner's property or actions (digging, postholes, etc.) damage the Park improvements (carport or street asphalt / curb / gutters, utilities, etc.), Homeowner will be responsible for their repair or replacement. The street and gutters in front of the Lot shall be kept clean, neat, and free of dirt and standing water. Water from sprinklers or hoses is not allowed to excessively wet the streets or flood the gutters. Timer-controlled automatic sprinklers shall be adjusted seasonally to prevent over-watering during cooler/wetter months.

B. **Prior Management Approval:** No landscape installations or changes shall be undertaken without Park Management's prior written approval. Landscape of Lots or changes to existing landscape shall be completed within forty-five (45) days of the date of Management's approval of the installations or changes. Prior to commencing any landscaping work, including changes to

existing landscape, changes, additions, or deletions to fences, carport, awnings, cabanas, or any structures of any kind, Homeowner shall submit a detailed landscape plan to Park for approval. Because of the infinite variety of living and non-living objects which may be used in landscaping, it is impossible to describe all things which the Park will or will not accept as landscaping. Consequently, the following general landscape standards are provided only to assist Homeowner in this preliminary planning. Any alterations to existing landscaping made without Management's written approval must be returned to their original state upon notice from Owner.

C. **General Standards:** Except for the use of artificial turf, only live plants may be used. Evergreen grasses, ground cover, flowers and small shrubs are generally acceptable. Lawns must be mowed and trimmed, and all landscaping must be kept clean and attractive in appearance. Small decorative rock not exceeding 3/4 inch in size is approved as ground cover, if utilized with landscaping underlayment fabric or plastic designed for this purpose and does not cover more than 25% of the area of the Lot. Pea gravel is not permitted. If decorative small rock is used, additional rock must be added as necessary to ensure there are sufficient quantities to fully cover the fabric or plastic underlayment.

Bark, wood chips and mulch are not permitted.

While potted plants are permitted, all such potted plants must be attractive, planted in attractive plastic or ceramic pots, trimmed, watered and maintained as necessary and not detract from the overall appearance of the Lot. Owner reserves the right to restrict the number of potted plants to no more than ten (10) pots per Lot.

D. **Drainage:** Homeowner is responsible to ensure the drainage on the Lot is correct so water will drain away from the Lot and discharge onto the roadway and not onto other Lots or Park Common Areas. This may include re-grading of the Lot if the present grade does not meet these requirements. No one may alter existing drainage or grading of the Lot or Park without the Park's prior written consent. All watering systems shall be installed, maintained and adjusted as necessary to avoid water run-off and standing water. Any berms shall be maintained to avoid the accumulation of water on the Lot.

E. **Vegetable Gardens:** A small, low-growing vegetable garden, not to exceed one-hundred (100) square feet, is permissible in the rear portion of the Lot, provided it is neat, clean, and well cared for at all times. Tall plants such as sunflowers are not permitted.

F. **Trees:** Homeowner is responsible for all tree maintenance, including pruning, trimming or removal, and the Homeowner's failure to do so entitles the Owner to take corrective action and Homeowner shall reimburse Owner for such maintenance. Homeowner must obtain written permission from Owner to plant a tree on the Lot. The Owner retains the option to determine the location

of and the type of tree which may be planted. Large plants and trees may not be planted by any street, driveway, walkway, patio or other improvements made of concrete or blacktop which might be cracked by roots. No tree or shrubbery is allowed which has or may develop a root structure which causes cracking, buckling, or otherwise interferes with streets, driveways or other Park facilities.

Except as set forth in the MRL, Homeowner is solely responsible for the trimming, pruning, or removal of any tree, and the cost thereof, located on Homeowner's Lot.

G. **Fertilizer:** Owner expressly prohibits the use of any manures or odorous chemical fertilizer.

H. **Water Features/Statutes:** Waterfalls, fountains, ponds or any other body or containers of water, statutes and other forms of décor will only be permitted with Owner's written approval.

I. **Notification of Hazards:** Resident has an obligation to notify Owner of any danger, hazard or health and safety violation on a Resident's Lot.

16. RENTING, SUBLETTING OR ASSIGNMENT

Unless otherwise authorized by law, a Homeowner may only rent, assign, or sublease his or her home or space provided: (1) that the Homeowner is not in default under any covenant or condition of their rental agreement or the Park Rules and Regulations; and (2) that the Homeowner complies with the conditions set forth hereinbelow. Any renting, assignment or subleasing will be void unless done per the terms herein. The following provisions shall apply to a rental, assignment, or sublease pursuant to this section:

1. The minimum term of the rental, assignment or sublease shall be six months but no greater than 12 months.

2. The Management must approve of any prospective renter, assignee, or sublessee. The management may charge a credit screening fee for the actual cost of any personal reference check or consumer credit report, as defined in Civil Code §1785.3.

3. The renter, assignee, or sublessee shall comply with all Park Rules and Regulations. Violations thereof by a renter, assignee or sublessee shall be deemed a violation of the rules by the Homeowner and subject the Homeowner to termination pursuant to Civil section §798.56(d).

4. The Homeowner shall remain liable for rent and other Park charges for the space, maintain any other obligations, if any, such as insurance, and shall continue to pay rent and other charges directly to the Park. The Park will not accept rent or any other charges from the

renter/assignee/sublessee, unless authorized by a signed third-party payor agreement.

5. The Management requires the Homeowner to reside in the Park for a term of one year before Management permits the renting, assigning or subleasing of a mobilehome or a space.

6. The Homeowner shall keep his or her current address and telephone number on file with the Management during the term of rental, assignment, or sublease. Homeowner agrees that a renter, subtenant or assignee is authorized as an agent for receipt of service of process and notices of Homeowner, and that service of any papers shall only be required to be made to the Lot.

7. A Homeowner may not charge a renter, assignee, or sublessee more than an amount necessary to cover the cost of Space rent, utilities, and scheduled loan payments on the mobilehome.

8. A copy of the rental, assignment, or sublease agreement must be given, prior to the rental, assignment, or sublease period, to Management.

9. The renter, assignee, or sublessee shall have no rights of tenancy in the Park, and any agreement between the Homeowner and any renter/assignee/sublessee shall not change the terms and conditions of the rental agreement between Owner and Homeowner.

10. As between Owner and renter/assignee/sublessee, there is no privity of estate or contract.

11. Homeowner agrees to defend and indemnify, at his or her sole expense, the Owner or Management from any claims, liabilities, or actions brought by renter/assignee/sublessee against the Owner or Management or for any action brought against the Owner or Management by any person arising out of conduct related to renter's, assignee's or sublessee's conduct.

12. Renting, assigning or subleasing not approved or in any way inconsistent with this section is void. There is no power and no right to rent, assign or sublease unless all rules and regulations pertaining to renting, assignment or subleasing are satisfied and complied with.

13. The Homeowner is not allowed to rent, assign, or sublease to immediate relatives, which includes, but is not limited to, the children, spouses, or parents of the Homeowner or of the Homeowner's spouse.

14. The Homeowner is not allowed to reside in the mobilehome during the course of the subtenancy for any assignment, rental or sublease.

15. The Homeowner is only allowed to have two renters or sublessees at any given time. The Homeowner is only permitted to have one assignee at any given time.

16. At all times during the rental/assignment/sublease agreement, the renter/assignee/sublessee is not permitted to have any pets in the mobilehome.

17. The rental/assignment/sublease agreement must provide that the subtenancy shall be terminated upon the death of the Homeowner, with all renters/assignees/sublessees agreeing to vacate the mobilehome within ten (10) days of the Homeowner's death.

18. Should the subtenancy agreement be amended or terminated, the Homeowner must follow the above procedures to have any new or changed rental, assignment, or sublease agreement approved.

17. SIGNAGE AND ADVERTISEMENTS

A. **Prohibition:** All exterior signs and advertising flags, including, but not limited to "For Sale" signs and garage sale signs, are prohibited except as permitted herein. No signs are to be attached to or placed in front of any Park signage, streetlights, streetlight poles, or other Park structures, including, without limitation, the clubhouse.

B. **For Sale and Open House Signs:** A Resident may place a sign in the window of the mobilehome, on the side of the mobilehome facing the street, or by a sign in front of the mobilehome facing the street, stating that the mobilehome is for sale. A Resident also may display a sign conforming to these requirements indicating that the mobilehome is on display for an "open house." However, "open house" signs are only permitted between the hours of 10:00 a.m. to 4:00 p.m. on the days a representative is onsite. The sign shall state the name, address and telephone number of the owner of the mobilehome or his or her agent and the sign face shall not exceed twenty-four (24) inches in width and thirty-six (36) inches in height. Signs posted in front of a mobilehome pursuant to this rule may be of an H-frame, A-frame or L-frame design with the sign face perpendicular to, but not extending into, the street. Homeowners may attach to the sign or their mobilehome tubes or holders for leaflets which provide information on the mobilehome for sale or exchange.

C. **Campaign Signs:** A Resident may place a campaign sign relating to a candidate for election to public office, or to the initiative, referendum or recall processes, in the window or on the side of the mobilehome or within the Lot. The sign may not exceed six (6) square feet and the sign may not be displayed in excess of a period of time from ninety (90) days prior to an

election to fifteen (15) days following the election.

D. **Advertisements to the Public:** Except as otherwise allowed by law, or Homeowner's Association sponsored events, Residents may not advertise to the public, including any advertisement to invite members of public into the Park, including for meetings, garage sales, bake sales, and other similar events.

E. **Park Bulletin Boards:** Any Park bulletin boards may be used by Resident for no longer than seven (7) days to post the sale of a specific item or items. The advertisement must state the date upon which it was posted on the bulletin board. Any un-dated posting is subject to immediate removal by Management.

18. RECREATIONAL FACILITIES

A. **Use of Recreational Facilities:** The Recreation and other Common Areas are for the use of all Homeowners and their Additional Occupant(s), as set forth in these Rules and Regulations. The availability of the Recreational Facilities and other Common Areas is posted and may be adjusted as deemed necessary by Owner. These facilities may be unavailable on occasion because of repairs and/or cleaning. The use of the Recreational Facilities is a revocable right and may be revoked if Homeowner, members of Homeowner's household, or Additional Occupant(s), fail to conduct themselves in accordance with these Park Rules and Regulations and all applicable laws. Additional rules and regulations posted in the Park are incorporated herein by this reference.

B. **Limitations:** Each person is required to adhere to the limitations on the use of the facilities that are posted in and about the facilities.

C. **Disclaimer:** RESIDENT UNDERSTANDS THAT DANGER OF BODILY INJURIES, LOSS, AND DAMAGES CAN OCCUR WITH RESPECT TO THE USE OF THE RECREATIONAL FACILITIES, AS WELL AS THEIR ADJACENT AREAS. RESIDENT ON BEHALF OF YOURSELF, YOUR SPOUSE, CHILDREN, OTHER MEMBERS OF YOUR HOUSEHOLD, OR GUESTS; HEREBY RELEASES AND SHALL INDEMNIFY AND HOLD HARMLESS THE PARK AND IT'S OWNERS, EMPLOYEES, AND REPRESENTATIVES FROM LIABILITY FOR ANY INJURY, LOSS, OR DAMAGE RESULTING FROM THE USE OF THE RECREATIONAL FACILITIES AND THEIR ADJACENT AREAS.

D. **Compliance with Laws, Lease/Rental Agreements, Fees and Licenses For Use of Facilities**: Use of the Park and its Recreational Facilities requires Resident and Additional Occupant(s) to comply with these Regulations, other conditions of tenancy, including the lease/rental agreement, and all laws and regulations, as well as Resident's timely maintenance of all applicable fees and licenses.

E. General Rules Regarding Use of Recreational Facilities:

1. No drinking of alcoholic beverages is allowed in or around the recreation area or building or pool area. No glassware or glass containers may be taken into any of the Recreational Facilities.

2. No gambling will be permitted at any time.

3. Unreasonably disturbing noise and conduct are not allowed in the Recreational Facilities.

4. Any damage done to the Recreational Facilities will be the responsibility of the Resident.

5. Rules regarding Recreational Facilities may be subject to change with sixty (60) days' notice to Resident pursuant to Civil Code § 798.25.

6. Management is not responsible for articles lost, damaged or stolen in or around the pool/spa area and clubhouses.

19. LAUNDRY FACILITIES

A. Resident Use Only: Laundry facilities are for the use of Residents only. Use of the laundry facilities is at Resident's own risk of loss or damage to clothing or other items.

B. Cleaning of Laundry Facilities: Residents who use the laundry room shall keep the laundry room facilities neat and tidy. The facilities will be closed from time to time for cleaning and repairs.

C. Additional Rules: Additional Rules and Regulations governing the use of laundry and its facilities are posted and incorporated by reference.

20. CONDUCT

A. Resident Conduct: Homeowner and his or her Additional Occupant shall not violate any local, state, or federal law while located anywhere on the Park premises, including, but not limited to Homeowner's mobilehome, and may not engage in or allow any conduct which is a substantial annoyance to other Residents or Management, violates any other Resident's quiet enjoyment, threatens or displays violence to any other Resident or Additional Occupant or threatens damage to property. Homeowners must act reasonably to avoid the creation of a nuisance. In addition, Homeowner and/or his or her Additional Occupant(s) may in no way harass, intimidate, annoy, threaten, or display any acts of violence toward Park personnel, including, but not limited to, Park Management and maintenance personnel. Any violation of this provision will be grounds for eviction and termination of tenancy.

Furthermore, all Residents and Additional Occupant(s) must refrain from disturbing the Park with noise or unreasonably loud activities between the hours of 9:59 p.m. and 7:00 a.m., or as set forth in any applicable City noise ordinance. Radios, televisions, record players, stereos, CD players, boom boxes, musical instruments and other devices must be used so as not to disturb others. No radios, televisions, record players, stereos, CD players, boom boxes, musical instruments or other electrical devices which can be heard outside of Resident's mobilehome.

B. **Basic Rules Applicable to All**: These Park Rules and Regulations are intended to apply to all Park Residents as well as their Additional Occupant(s). These Regulations cover a wide variety of subjects. While it is impossible to cover each and every possible situation, everyone is expected to conduct him or herself in a reasonable manner, respectful of Park members, staff and Management.

C. **Trespass and Entry:** No person shall trespass on the Lot of others or on Park areas that are not normally open to general use. Park Management may, in the course of their duties and responsibilities, enter any area in the Park while in the actual performance of their official duties.

D. **Activities:** The safe and reasonable use of bicycles, skates, rollerblades, scooters, and wagons is allowed, as it would be in any other typical residential-type neighborhood. Skateboards, remote controlled toys and activities involving flying objects or balls may not be used in the Park roadways. Any person who damages the property of another will be financially responsible for this damage. Any recreational activity in the streets is prohibited (for the safety of Residents who may not be seen by drivers, for protection of property to avoid accidents). This limitation includes, baseballs, footballs or other such games involving flying objects, skateboards, razor scooters, "Big Wheels" and "remote control devices." Basketball hoops may not be installed on the mobilehome. Rolling, portable type basketball hoops are prohibited in the Park. The use or display of any weapon, including, but not limited to a bow and arrow, BB guns, knives, fireworks and guns are expressly forbidden. Persons under the influence of alcohol or any illegal substance shall not be permitted in any area of the Park which is generally open to Residents and Additional Occupant(s).

E. **"HAM" or "CB" Radios:** HAM" or "CB" radios or other radio transmitters may not be operated in the Park (except for emergency or special health and safety purposes).

F. **Drones:** Operation of Unmanned Aerial Vehicles (UAVs) or drones are prohibited from use by anyone in the Park.

G. **Grocery Carts:** Grocery store/drugstore shopping carts are not permitted in the Park.

H. **Garage Sales and Block Parties:** Garage sales, patio sales and/or moving sales are expressly prohibited with the exception of an estate sale that may be held in conjunction with the sale of the mobilehome. Block parties are prohibited. Written permission must be obtained from the office and guidelines must be followed.

I. **Fireworks:** Fireworks are prohibited in the Park.

J. **Nicotine Use:** Smoking is only permitted on the Resident's Lot. Smoking in the Recreational Facilities and Common Areas is prohibited.

K. **Vaping:** Vaping is only permitted on the Resident's Lot. Vaping in the Recreational Facilities and Common Areas is prohibited.

L. **Marijuana:** So long as it does not disturb other Residents, the legal use of marijuana is permitted in the Resident's mobilehome. However, marijuana is expressly prohibited from being kept or planted in the mobilehome, on the Space, or anywhere in the Park.

M. **Violation of Laws or Ordinances:** The violation of any law or ordinance of the city, county, state or federal government will not be tolerated. No acts or demeanor shall be permitted which would place the Owner in violation of any law or ordinance.

N. **Enforcing Compliance:** If Resident violates any term of tenancy, a delay or omission in exercising any right or remedy by management will not impair any rights or remedies, nor will it be considered a waiver of any right or remedy. No waiver by Owner of the right to enforce any provision of the Resident's lease agreement and/or these rules after any default or violation on Resident's part will be effective unless it is made in writing and signed by Owner, nor will it be considered a waiver of any rights to enforce each and every provision of the Resident's lease agreement and/or these rules upon any further default or violation by Resident.

O. **Regulations, Documents and Incorporated Signs:** Other regulations, documents and signs which are referred to and/or posted throughout the Park, in these Rules and Regulations, and our rental/lease agreements are incorporated herein by this reference. These signs are posted throughout the entire Park.

P. **Substantial Annoyance:** Resident agrees that conduct which constitutes a substantial annoyance to other Park Residents within the meaning of California Civil Code §798.56(b), shall include, but not necessarily be limited to, the following conduct or combinations thereof, upon written complaint by other Residents and witnesses and/or their willingness to cooperate and testify in a court proceeding due to the seriousness of the acts or omissions:

1. Frequent arguments at your Lot (neighbor to neighbor disputes,

domestic disputes, domestic violence, etc.) which are audible to a next-door neighbor inside their home or in the Park streets;

2. Any terrorist threats or racial/ethnic insults made to others, including Management staff or neighbors;

3. Brandishing of any deadly weapon and/or discharge of any explosive device, including fireworks, or discharge of any gun including compressed air guns and "BB" guns within the Park, whether intentional or accidental;

4. A visit to the Park by the police for reported criminal and/or nuisance activity or disturbances of the peace at your Lot;

5. Frequent late night and early morning social or business gatherings at your Lot;

6. Excessive short visits to and from your Lot;

7. The failure of Resident pet owners to monitor and be responsible for their pet's conduct. Resident pet owners must not allow their pets to cause damage or unreasonably annoy other Residents and/or their guests;

8. Loud music at the Lot night or day which is audible to a next-door neighbor inside their home or in the Park streets at an unreasonably loud level;

9. Operation of electronic transmission devices (i.e. "CB" radios) which interfere with radios, TVs or computers;

10. Open consumption of alcohol or other intoxicants and/or drunken or disorderly behavior whether at your Lot or in Common Areas;

11. Unsafe driving within the Park including driving at an unsafe speed, failure to stop or yield, endangerment to pedestrians and pets;

12. Loud motor vehicle noises including modified muffler systems, car stereos and motorcycles going to and from your Lot;

13. Continuing failure to maintain the mobilehome and Lot, including landscaping, according to the Park rules and regulations and general Park standards. This includes, but is not necessarily limited to improper open storage of personal property or debris, hazardous materials, inoperative vehicles, unregistered vehicles, unsightly vehicles and vehicle repair at the Lot;

14. Accumulations of litter, rubbish, or debris at the Lot;

15. Causing any open fire, whether intentional or accidental;

16. Lewd or obscene behavior outside your home or in the Common Areas;

17. Disturbing the peace by behaving in an unreasonably loud or disruptive manner outside your home or anywhere in the Park;

18. The uttering of profanity outside your home or in the Common Areas loud enough to be audible to persons passing by;

19. Allowing, to visit or live in your home, former resident(s) who have been evicted, or who moved out after having been served with eviction notices, for substantial annoyance and/or behavior rules and regulations;

20. Causing the emission of obnoxious and offensive odors and/or creating noxious or offensive odors which are detectable outside the Lot.

WARNING: ENGAGING IN THE CONDUCT IDENTIFIED ABOVE, OR ANY OTHER CONDUCT DEEMED BY THE MANAGEMENT TO BE A SUBSTANTIAL ANNOYANCE TO OTHER PARK RESIDENTS SHALL BE GROUNDS FOR A TERMINATION OF TENANCY AND IF NECESSARY, FORMAL EVICTION PROCEEDINGS. Management reserves its right to terminate the tenancy of a Homeowner for any other conduct upon the Park premises, including of a lesser amount or offensive nature than those items specified above, which constitutes a substantial annoyance to the other Park Residents.

21. VEHICLES AND BICYCLES

A. **Operation of Motor Vehicles:** All motor vehicles must be operated in a safe manner and in accordance with California Motor Vehicle Laws. Park speed limit is 5 MPH. All traffic control signs shall be obeyed.

B. **Driving**: Only licensed and insured automobiles, pick-up trucks, motorcycles, and recreational vehicles may be driven on Park streets. No off-road vehicles, such as dune buggies, "dirt-bikes", all-terrain vehicles, etc., are allowed to be operated in the Park. No vehicle may be operated in the Park by any person who is not properly licensed. All vehicles operated or parked within the Park must be registered and display current registration tags and be licensed for street usage, and current liability insurance in full force and effect. For the safety of Park Residents and their Additional Occupant, no vehicle may be driven in an unsafe manner.

C. **Riding:** All bicycles, skates, rollerblades, scooters, golf carts, etc., must be used in a safe and careful manner in accordance with traffic laws, and any other applicable laws or statutes. Such activities are undertaken at

Homeowner's own risk, and Homeowner agrees to hold the Park harmless and indemnify the Park for any and all damages including any damages to Park property, which might be caused as a result of Homeowner's participation in such activities.

No bicycles, skates, roller blades, scooters, golf carts, etc., are permitted in the Recreational Facilities other Common Areas of the Park. Bicycles, skates, roller blades, scooters, golf carts, etc., are permitted on the streets and established trails; however, they are not permitted on ramps or sidewalks to avoid injury to Park property.

Bicycles must be equipped with a light on the front and a reflector in the rear if driven at dusk or at night. Helmets must be worn in compliance with all California laws, including child safety laws.

D. **Maintenance:** All vehicles must be neat and clean in appearance and be in good operating condition. To prevent damage to roadways and carports, vehicles dripping oils or gasoline must be kept out of the Park until they are repaired. Except for minor emergency repairs, such as changing a tire or battery, no maintenance or repairs are permitted on any vehicle, boat, or trailer other than in a designated area approved by Park Management, if such an area exists.

E. **Loud & Noisy Vehicles:** No loud or excessively noisy vehicles are permitted to be operated in this Park. All vehicles must have "street legal" muffling devices installed and in good working order. Vehicles not in compliance with this noise abatement requirement will be refused admittance and will be required to leave the Park.

F. **Storage:** No boats, campers, travel trailers, or other recreation vehicle shall be parked anywhere in the Park other than in the designated storage area and only upon execution of an agreement with the Park and at the prevailing rental rate.

G. **Washing:** Washing of vehicles in the Park is prohibited.

22. PARKING

A. **Parking Generally:** Parking of Homeowner's vehicle(s) is permitted only on Homeowner's Lot and may only be parked on the driveway, not on landscaped or other areas of the Lot. Street parking is allowed only to load and unload, provided the street is not blocked. Vehicles belonging to repairmen, delivery persons, health care personnel, or Park employees may be parked for short periods of time on the street immediately adjoining the Lot where service is being provided. Vehicles parked in Resident’s driveway shall not protrude into the street or roadway.

Space permitting, only two (2) vehicles may be parked on a Resident's Lot in the driveway.

B. **Guest Parking:** Guest vehicles may only be parked in designated parking spaces. All guests visiting twenty-four (24) hours or more must register their vehicle with the Park office.

C. **Overnight Parking and Storage:** Vehicles may not be parked on empty Lots. No vehicle may be "stored" on the Lot and must be regularly used for transportation. "Storage" shall include but is not be limited to, the parking of any inoperative vehicle for a period exceeding two (2) weeks, or the parking of an operative vehicle that is not used for a period exceeding four (4) weeks.

D. **Permitted Vehicles:** Only automobiles, pick-up trucks rated ¾ ton or less, motorcycles, and campers attached to the pick-up truck that can be accommodated under Resident's carport awning or in the driveway are permitted at the Lot. Commercial vehicles, RVs, tow trucks, buses, trailers, etc., or vehicles containing tools, equipment, lawnmowers, ladders, etc., or any other items that can be seen from the streets or other Lots are not permitted.

E. **Liability:** Park is not liable for any damages to vehicles, including damages due to collision, malicious mischief, theft, vandalism, or any cause whatsoever related to vehicles parked on the Park premises. Improperly parked vehicles may be towed at owner's expense in accordance with applicable state and local towing statutes and ordinances. Vehicles parked in any Guest Parking spaces which remain in the same space for ninety-six (96) hours will be presumed to be stored and may be towed, unless other arrangements are made with Park management, in writing, in advance. Homeowner hereby gives the Park the express permission to tow any vehicle which is illegally parked or stored, either on the Lot or anywhere in the Park. Homeowner specifically waives any injury or damage to the vehicle while it is being towed.

F. **R. V. Storage Parking:** Homeowner may be permitted to park recreational vehicles or boats in the designated recreation vehicle storage area, if any exists, if the storage area has sufficient spaces available for this purpose. The use of this area is permitted only on the following conditions: (i) it is for a Homeowner or lawful Resident's recreational vehicle; (ii) a storage rental agreement is signed; (iii) the timely payment is made of a monthly storage fee; (iv) and the storage space is kept neat and clean at all times and with no hazardous substances being stored. Recreational vehicles may be parked on the street for purposes of loading and unloading for a period of time not to exceed four (4) hours.

23. NUISANCE, WASTE, ANNOYANCE, PROHIBITION AGAINST

No one may allow any nuisance or waste in the Park. No one may encroach or trespass in any area which is not intended for general use by the Residents and their

Additional Occupant(s). For example, all gas, electric, water, and sewer connections and other tools and equipment connected with utility services must be avoided and not be tampered or interfered with. Resident shall not to do anything that will constitute waste, nuisance, unreasonable annoyance, damage or injury to anyone or their property. Residents shall not permit any act or maintain or permit to be maintained any condition on Resident's Lot or mobilehome which may cause an increase in the rate of insurance the Park pays or increases the Park's costs of maintenance and repair or in any way increases the risk of damage to the Lot or the Park, or any person or property.

24. PETS

A. **Permitted**: Residents are allowed to keep one (1) pet at the Lot. Resident must register such pet with the Park and sign a Pet Agreement and Release. Owner reserves the right to deny Resident a pet if the proposed pet appears to present a threat to the health and safety or the general welfare of the Park or its Residents. Should Resident lose his/her pet, or should it die, Resident must register any new pet with the Owner.

B. **Definition of Pet:** A pet is defined as one domesticated bird, one cat, one small dog, or aquatic animal kept within an aquarium or other animal as agreed to by the Owner. Except for guide dogs, signal dogs, and other service dogs as defined by Civil Code § 54.1, only small -sized dogs (which, at maturity, do not exceed twenty-five pounds (25 lbs.) in weight are permitted. Except for fish and caged birds, only one (1) pet will be allowed per mobilehome. Pets permitted in the Park are house pets that spend their primary existence within the mobilehome. Birds must be kept within the mobilehome and must be restricted to the type of birds generally kept as house pets such as parakeets, canaries, finches or parrots.

C. **Prohibited Pets:** Aggressive breed dogs, including but not limited to Pit Bulls (including Staffordshire terriers, Staffordshire bull terriers, and American pit bull terriers), Dobermans, Chow Chows, Rottweilers, German Shepherds, Akitas, Staffordshire Terriers, Alaskan Malamutes, Great Danes, Siberian Huskies, Presa Canarios and Wolf Hybrids, are strictly prohibited. Guide dogs, signal dogs, and other service dogs as defined by Civil Code Section 54.1 are exempt from the breed restrictions otherwise applicable to dogs.

Non-house pets are prohibited under any circumstances. Strange and exotic pets are not permitted. Farm animals (chickens, etc.) are strictly prohibited.

D. **Rules Applicable to all Pet Owners:**

1. All pets must be fed inside the mobilehome. Outdoor feeding of any dogs, cats, and birds, including any stray or wild animals, is strictly prohibited.

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

Evidence of such licensure and inoculation must be submitted by Resident to Park Management within seven (7) days after request for same. All state and local laws will apply in the Park, including, but not limited to, leash laws.

3. Pets are not permitted outside the mobilehome unless accompanied by the Resident. Pets must be on a leash not to exceed six (6) feet when outside of the mobilehome.

4. Pets will not be allowed to cause any disturbance which might annoy neighbors, including, but not limited to, howling, barking, biting, scratching, growling or any other unusual noises or damage. Pets may not be allowed to trespass upon other Residents' Lots. Under no condition are pets to invade the privacy of any other Resident's Lot, flower beds, shrubs, etc. Resident pet owner is responsible for any damage caused by their pet. Owner and Management shall not be liable for any loss, damage or injury of any kind whatsoever caused by Resident's pet.

5. Resident is responsible for all pet feces and must immediately pick it up, wrap it, and place it in the trash.

6. Guests are not permitted to bring any pet into the Park, except for guide dogs, signal dogs and other service dogs, as defined in Civil Code § 54.1.

7. No exterior housing for pets is permitted in the Park. This includes, but is not limited to, any type of confining barricade, cage or structure. Tying of pets outside the mobilehome and/or leaving them unattended outside is prohibited.

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

E. **<u>Insurance</u>:** Residents are required to maintain proof of current liability insurance (either separate dog bite insurance, or a homeowner's insurance policy with liability coverage for dogs) in an amount no less than one hundred thousand dollars ($100,000) per occurrence and three hundred thousand dollars ($300,000) per aggregate with no exclusion for the subject pet in the insurance policy. The Park must be named in the policy as an "additional interest" for notification purposes.

F. **<u>Failure to Comply</u>:** If Residents do not comply fully with each of these rules, Owner may, in Owner's sole discretion, require that the pet be permanently removed from the Park.

25. HOME REGISTRATION AND LICENSE

All mobilehomes must bear a current license and decal issued by the appropriate agency of the State of California. Any fee, tax or registration charge for Resident's manufactured home by any county, state or federal agency must be borne by Resident. Resident is required to provide to Park Management a duplicate copy of the current registration card for Resident's manufactured home issued by either the California Department of Housing and Community Development (H.C.D) or by the California Department of Motor Vehicles (D.M.V.).

26. LOT LINES AND EASEMENTS

The lot lines at the perimeter of the Lot were for purposes of compliance with legal requirements for construction and operation. The area leased by Homeowner includes the footprint of the mobilehome and accessory structures and required set-backs from the mobilehome and accessory structures; the area expected to be used and enjoyed may not be represented by apparent physical boundaries or lot lines of the Lot as they exist at the inception of tenancy, as such lines may be changed, enlarged or reduced as legal requirements, compliance or other business necessities may require. The designated lot lines are required by law and do not represent a warranted area for use and enjoyment, are subject to change and may be modified as allowed by law. Homeowner shall approve and allow a change in lot line locations if such modification does not exceed a change of up to thirty-six inches (36") in length or width to the Lot. Any adjustment shall not result in reduction or offset of rents. In such cases, no claim shall lie against Park Management for lot line alterations or satisfaction of such legal mandates or business necessities. Homeowner is responsible for Lot maintenance within the area defined by the lot line markers and may use, occupy and enjoy such area subject to further modification and alteration as provided. Homeowners shall maintain his/her lot line markers as they currently exist and Homeowner will promptly notify the Park if Homeowner's lot line markers are lost, moved or destroyed. Homeowner shall indemnify and hold harmless Owner and its agents, employees, representatives, assigns, successors and attorneys against any loss, costs, damage, expense, (including attorneys' fees), or other liability incurred or imposed by reason of any person, association, firm or corporation claiming to have an interest in the event that Homeowner's lot markers are lost, moved or destroyed. The foregoing defines the enforceable expectations of use, occupation and enjoyment to which Homeowner is entitled.

The lot lines originally established at the time the Park was built will be the lot lines used for all purposes regarding the present and future installation of mobilehomes and all other accessory structures, equipment and other improvements to the Lot. The only exception will be where the originally established lot lines were subsequently changed by the Park or someone else who owned the Park with the intention of deliberately altering such lot lines and, in those cases, the subsequently changed lot lines will remain in effect. Park Management reserves the right to modify any lot line at any time provided that such modification does not violate any applicable law. If Homeowner or any prior Homeowner of the Lot or any adjoining Lot has

installed landscaping or other improvements that encroach across any lot line and by those actions has established, over an extended period of time (in Park Management's opinion), that the area encroached on belonged and is allowed to be used by that Homeowner, then the Homeowner or Homeowners of any adjoining Lot will be permitted to continue to use the area encroached upon. This use of the encroached-upon area will not, however, affect the location of the lot line markers.

The Lot is SUBJECT TO ALL EASEMENTS AND ENCUMBRANCES of record and which exist in fact. The Lot may contain underground easements, rights of way, utilities or other encumbrances which may limit the maximum size of any mobilehome, accessory structure or equipment which may be subsequently installed on the Lot which would otherwise be permitted by defined lot lines and applicable codes and standards. No easement of any kind may be acquired in any area beyond the Lot, and no encroachment is permitted to ripen into any form of equitable servitude, easement, or possessory right of any kind.

27. HAZARDOUS MATERIALS

No flammable, explosive or environmentally hazardous substances are permitted at the Lot other than those used for normal residential purposes and in limited quantities necessary for household use. Hazardous materials of all types must not be disposed of on the ground or in the refuse collection or sewage disposal system. Paint, cleaning substances, etc., shall be removed from the Park and disposed of at a legally authorized hazardous waste facility. Items that threaten the health and safety of the Park or are noxious in nature shall not be permitted at any time.

28. DISCLOSURES OF CONDITIONS

Injury to Premises: Homeowner shall do nothing to injure, damage, or wantonly destroy his or her mobilehome, any accessory, any landscape or other appurtenances located on his or her lot or to any property belonging to other Homeowners or the Park.

29. INSURANCE AND LOSS

Owner does not necessarily carry public liability or property damage insurance, to compensate Homeowner, Homeowner's guests or any other person from any loss, damage or injury expect those resulting from prior actions where Owner would be legally liable for such loss, damages or injury. Homeowner agrees to maintain from an admitted insurer (having a rating of at least A- at all times) a homeowner's insurance policy for his/her mobilehome, with general liability coverage ("GLC") and hazard insurance coverage, with insured limits of at least $100,000, listing in the policy the name of the Owner and Owner's Park manager as an "additional interest" for notification purposes. Said policy shall include extended coverage for homeowners, fire and other casualty insurance on the mobilehome, other improvements and contents to the full insurable value and such other insurance as is necessary to protect Homeowner, Homeowner's invitees or others from loss or liability. Owner may during the term of this Agreement make changes in the required insurance coverage or limits as determined by Owner in its reasonable

discretion. Homeowner agrees to provide a copy of all insurance policies affecting the Lot to Owner upon ten (10) days' request. Homeowner requests that in the event Homeowner does not provide said insurance, Owner may obtain said insurance meeting the above coverages and bill Homeowner for the insurance as additional rent. Owner shall have no obligation to obtain such insurance. Owner may obtain such policy that protects Owner, but not Homeowner, to satisfy Homeowner's obligation.

30. TRANSFER OF MOBILEHOME

A. **Notice of Sale:** Owner must be given notice sixty (60) day notice of the sale of a mobilehome that will remain in the Park before the close of the sale.

B. **Application for Tenancy:** Prospective purchasers must first complete an application for tenancy and be approved by Management prior to the completion of sale. Owner may impose a fee for a credit check in accordance with Civil Code § 798.74.

C. **Removal of Mobilehome:** In the event of a sale to a third party, Owner reserves the right, in order to upgrade the quality of the Park, to require that a mobilehome be removed from the Park as set forth in Civil Code §798.73.

D. **Mobilehome Upgrades:** Owner may require repairs or improvements to the mobilehome, its appurtenances or an accessory structure if the repair or improvement is based upon or required by a local ordinance or state statute or regulation relating to mobilehomes or a rule or regulation of the Park that implements or enforces a local ordinance or a state statute or regulation relating to mobilehomes and the repair or improvement relates to the exterior of the mobilehome, its appurtenances, or an accessory structure that is not owned and installed by the management, except the Owner may require repair improvements to the Lot or property owned by Owner if the damage was caused by the actions or negligence of the Resident or an agent of Resident.

E. **Rental Agreement:** If the prospective purchaser fails to execute a lease or rental agreement with Owner, the prospective purchaser shall have no rights of tenancy.

31. AMENDMENT TO RULES AND REGULATIONS AND SEVERABILITY

Owner reserves the right to add to, delete, amend and revise these Rules and Regulations from time to time, as well as additional rules and regulations and hours posted in and about the recreational facilities, as provided in Section 798.25 of the California Civil Code. This set of Rules and Regulations supersedes all existing Rules and Regulations.

If any rule or regulation or any document referred to is, in any way invalid or unenforceable, the remainder shall not be affected and will be valid and enforceable to the fullest extent permitted by law. The same is true if the application of any part of these Rules and Regulations, or any document referred to in them, is in any way invalid or unenforceable to any person or circumstance.

32. SOLICITATION

Distribution of unsolicited newspapers, handbills, and door-to-door selling is not permitted. Political solicitation is permitted by law during reasonable hours. All salespeople must make advance appointments with the individual Homeowners and Residents prior to entering the Park. Business cards and flyers may be posted on the Park bulletin board with approval from Management.

33. NOTICES

Any notices to Homeowners regarding these Park Rules Regulations will be in writing and will be served pursuant to California Civil Code §798.14 and/or California Code of Civil Procedure §1162.

34. RESPONSIBILITY, LIABILITY AND REMEDIES

A. **No Waiver of Default:** Unless otherwise provided by the Mobilehome Residency Law, the Owner shall notify the Resident of the violation of these Rules and Regulations by either hand delivering the notice to the Resident or placing the notice in the United States mail. The failure by the Owner to provide such notice shall not constitute a waiver of any of the rights and remedies of the Owner under applicable law or of the provisions of these Rules and Regulations. The Owner shall have the right at any time once a Rules and Regulations violation occurs to provide such notice. Resident shall not rely upon the Owner's failure to provide such notice in taking any action or not taking any action.

B. **Remedies:** The Owner shall have remedies, including, but not limited to the following:

1. The termination of the tenancy of the Resident pursuant to Civil Code Section 798.56; and

2. The obtaining of an injunction enjoining the violation pursuant to Civil Code Section 798.88.

C. **Hold Harmless:** Except for active negligence or intentional acts on the part of Park, Park and Owner are not responsible for loss of whatever nature suffered by a Resident or any Additional Occupant. Resident shall hold Park and Owner harmless for any loss or liability arising in connection with Resident's use of his or her mobilehome, Lot or Lot improvements, damage to other's property, or while using Park's premises, including any loss in

connection with motor homes, travel trailers, boats or other property that is owned by Resident. Park and Owner not responsible and will be held harmless in connection with works of improvement on the Lot or mobilehome made by Resident, his or her agent or contractor, or any party to such work. The failure of Park to record or post notice shall not affect Park's non-responsibility for such works or improvements.

35. ENTRY UPON RESIDENT'S LOT

Except as otherwise provided by law, Owner, management and their agents and employees shall have a right of entry upon the Lot for inspection for compliance with the rules and regulations, maintenance and reading of utilities, maintenance of trees and driveways and for maintenance of the Lot where Homeowner fails to maintain the Space in accordance with the Rules and Regulations, and for the protection of the Park at any reasonable time and as allowed by law. The Management may enter a home without the prior written consent of the Resident in the case of an emergency or when the Resident has abandoned the home.

36. RIGHTS OF OWNER

The Park is private property and Owner reserves the right to refuse admittance to anyone, and to prevent trespassing at all times.

37. FIXTURES

All landscaping and structures or other improvements permanently attached to or embedded in the ground shall become a part of the realty upon their installation and belong to Owner. Upon Resident vacating the Lot, such improvements shall remain upon and be surrendered with the Lot. Owner may, however, at its sole option, permit or require Resident to remove, at Resident's own expense, said improvements. Resident shall repair any damage to the Lot caused by the removal, including, but not limited to, the filling in and leveling of holes or depressions and shall leave the Lot in a neat and uncluttered condition with the Park's original engineered grade intact.

38. PARAGRAPH HEADINGS

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

39. PAYMENT OF TAXES FOR HOMEOWNER'S PROPERTY

Homeowner shall pay, before delinquency, all taxes, assessments, license fees, registration fees and annual taxes, use taxes, and other charges ("taxes") that are levied or assessed against the mobilehome and personal property and improvements which are installed or located in or on the space, the mobilehome and accessory structures and equipment ("improvements"). Upon Owner's request, Homeowner will furnish satisfactory evidence of these payments. If any taxes on the improvements

are levied against Homeowner or Homeowner 's property, or if the assessed value of the Park, the Lot and/or other improvements is increased by the inclusion of a value placed on Homeowner's improvements and if Park pays the taxes on any of these improvements or the taxes based on the increased assessment of these improvements, Homeowner will, at Owner's written request, reimburse Park for the taxes so levied or the proportion of the taxes resulting from the increase in Park's assessment ten days after service of such written notice. Park will have the right to pay these taxes regardless of the validity of the levy or assessment. Homeowner may contest such tax that is levied or assessed against Resident's personal property and improvements. However, Homeowner remains obligated to pay such tax before delinquency.

40. RESERVATION OF FUTURE SURVEILLANCE FOR COMMON AREAS

Owner reserves the right, but not the obligation, to monitor, by audio and visual equipment including a surveillance camera and recording equipment, common areas of the Park including streets, parking area clubhouse, and any other Common Areas of Park.

41. ESTOPPEL CERTIFICATES

Upon Park's request, Homeowner must within ten (10) days execute, acknowledge and deliver to Owner a fully executed Estoppel Certificate. Homeowner's failure to provide said Estoppel Certificate within ten (10) days shall be deemed a violation of these Rules and Regulations, upon which Homeowner's tenancy may be terminated.

_____

Homeowner Date

_____

Homeowner Date

_____

Homeowner Date

_____

Authorized Agent Date