

RULES AND REGULATIONS
of
Vista Del Monte Mobile Home Community

Equal Housing Opportunity

**We do business in accordance with
the Federal Fair Housing Law**



**It is illegal to discriminate against any person
because of race, color, religion, sex,
handicap, familial status, or national origin**

Vista Del Monte Mobile Home Community

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1. INTRODUCTION.

These Rules and Regulations have been developed as a basis for good relations within Vista Del Monte Mobile Home Community. Because this is a mobile home community, it has unique conditions which must be recognized and dealt with in a fair and reasonable manner, and applied and complied with on an impartial basis. The spirit behind these Rules and Regulations is the Golden Rule: "Do unto others as you would have others do unto you." We trust we will have your complete cooperation not only to keep Park standards high and to maintain a happy and friendly atmosphere, but also to assure each Resident a maximum of convenience and comfort.

The following Rules and Regulations are a part of your rental agreement. Please read the Rules and Regulations carefully and keep them on file as they constitute a binding agreement between you and the Park Management. Furthermore, the regulations contained in these Rules and Regulations will apply to any legal owner, registered owner, junior lien holder, heir, joint tenant, or personal representative of the estate of a Resident or any other person or party who gains ownership of Resident's mobile home pursuant to the Mobile home Residency Law or other California law. The Park Management will interpret and enforce these Rules and Regulations in a reasonable manner.

2. COMMUNITY STATUS.

Vista Del Monte Mobile Home Community is an Elderly community with a minimum age requirement of fifty-five (55) years of age or older for all Residents.

3. DEFINITIONS.

The definitions set forth below shall apply unless the context indicates that a different meaning is intended:

A. "Guests" includes all of Resident's agents, employees, persons sharing the Home site pursuant to Civil Code §§ 798.34(b), (c), or (d), invitees, permittees or licensees or other persons in the Park or on the Home site at the invitation, request or tolerance of Resident. "Guests" also include any Residents who are not homeowners.

B. "Home site" means the real property rented to Resident by Owner. The boundaries of the real property rented to Resident 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 Home site as they exist at the time the rental agreement is/was entered into. PLEASE NOTE: The boundaries of the Home site end at the top of the roofline of the Resident's mobile home. The rental of the Home site does not include any right or easement for light or view. These rights are specifically reserved

to Owner. Regarding maintenance of the Home site, Resident shall be responsible for the greater area as defined by this paragraph.

C. "Owner" includes, but it is not limited to, the owners of the Park (including the owner's partners, directors, representatives, officers, employees, and agents) and the management of the Park (herein referred to as the "Park Management").

D. "Park" means Vista Del Monte Mobile Home Community.

E. "Park Facilities" means those services and facilities of the Park generally available to Residents and their Guests.

F. "Park Management's approval" or "approval of Park Management," "Park Management's consent" or "consent of Park Management" or other similar terms as used in these Rules and Regulations or in other documents referred to in these Rules and Regulations, means that the Park Management's prior written approval must have been obtained by Resident before Resident commences any such action requiring Park Management's approval. If Park Management's prior written approval is required, Resident shall submit a written request to Park Management which describes the action Resident proposes to take and requests Park Management to give prior written approval.

G. "Resident" is a homeowner or other person who lawfully occupies a mobile home. A prospective homeowner, purchaser, or those persons listed on the last page of the rental agreement as "Homeowner" who have not been approved for tenancy by the Owner and have not closed escrow on the mobile home occupying the Home site shall not be deemed a "Resident."

4. COMPLIANCE WITH LAW AND RULES AND REGULATIONS.

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

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

C. Park Management will attempt to promptly, equally and impartially obtain the cooperation and compliance of all Residents with respect to the Rules and Regulations and other conditions of residency. Resident recognizes, however, that Park Management's ability to obtain compliance is dependent upon a number of factors, including the cooperation of all Residents and their Guests. Resident agrees, therefore, that the enforcement of the Rules and Regulations and conditions of tenancy are a private matter between Park Management and each Resident individually. Resident agrees that he or she is not a

third party beneficiary of any other agreement between Owner/Park Management and any other Resident in this Park.

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

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

5. PARK PERSONNEL.

Owner shall be represented by Park Management, including a Resident Manager, who is vested with all the legal right and authority to enforce the Rules and Regulations on behalf of the Park's Owner.

6. GUESTS.

A. For any Guest who stays with Resident more than a total of twenty (20) consecutive days or a total of thirty (30) days in a calendar year (hereinafter "grace period"), Resident may be charged a guest fee for each month following the expiration of such grace period. The additional charge shall be due and payable on the day after the expiration of such grace period and shall thereafter be due on a monthly basis, paid in advance. No such charge will be imposed if the Guest is an immediate family member of Resident (as set forth in Civil Code § 798.35) or if the Guest is sharing Resident's mobile home pursuant to Civil Code §§ 798.34(b), (c) or (d).

B. Before any additional person (other than the ones listed on the last page of Resident's rental agreement) may stay longer than the grace period and/or is permitted to reside with Resident, Resident must insure that such person register with Park Management. However, no such person or registered Guest will have any rights of tenancy in the Park in the absence of Resident.

C. Resident agrees to acquaint all Guests with the conditions of tenancy of the Park, including, but not limited to, the Park's Rules and Regulations. Resident is personally responsible for all the actions and conduct of Resident's Guests.

D. Park Management reserves the right to determine whether the Park's recreational and other facilities can accommodate all the Residents and their Guests; therefore, Park Management may refuse any Guest access to said facilities if the Guest's presence would unreasonably detract from the use and enjoyment of these facilities by other Residents and Guests who are then using the Park Facilities.

E. A Guest is permitted to use the recreational facilities only while accompanied by a Resident.

F. If Resident will not be present, then no Guests may occupy or otherwise use Resident's mobile home without Park Management's consent. If a Guest has received approval by the Park, such Guest may be permitted to occupy Resident's mobile home and to use the Park's recreational facilities.

7. **MOBILEHOME OCCUPANCY.**

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

B. At all times, at least one person who regularly occupies the mobile home must be the registered owner of the mobile home.

8. **MOBILEHOME STANDARDS.**

A. Mobile homes. To insure architectural compatibility, construction and installation standards, all incoming mobile homes must be in good condition, must be approved by Park Management, and must have detachable hitches. Furthermore, Resident is responsible for determining that Resident's mobile home (as well as all appliances and additional equipment used on or at the Home site) is compatible with the electric service of the Park.

B. Mobile home Sizes. All mobile homes in the Park shall conform in size to the requirements of the Home site on which they are placed as established by Park Management. Placement of mobile homes shall be determined by Park Management.

C. Accessory Equipment and Structures. The installation of all appliances, accessory equipment and structures on incoming mobile homes by Resident shall be completed within sixty (60) days of the date Resident signs the Park's rental agreement or first occupies the Home site, whichever is earlier.

(1) Building permits, licenses and other similar permission from government or quasi-governmental bodies or agencies must be obtained, if so required, before any installation or construction of certain accessory equipment and structures. All such equipment and structures must comply with all federal, state and local laws and ordinances, including, but not limited to, Title 25 of the California Code of Regulations.

(2) Prior to commencing a new installation of or a change in accessory equipment and structures or a change in any appliance which is to be connected to the gas, electric or water supply, Resident shall submit for Park Management's approval a written plan describing in detail the accessory equipment and structures which Resident proposes to install or change. Such plot plan must include, but may not be limited to, dimensions of mobile home, placement of mobile home on the Home site, and proposed placement of accessory equipment in relation to lot lines and all other structures.

(3) Only accessory equipment and structures which are prefabricated or otherwise manufactured may be installed on Resident's Home site. No "homemade" structure is permitted, but accessory equipment and structures which are constructed to contractor standards may be permitted with prior written approval of Park Management.

(4) Any accessory equipment or structure not in compliance with the Park's residency documents shall be removed by Resident within ten (10) days of receipt of written notice.

(5) If Resident does repair or replace Resident's mobile home or any existing accessory equipment, or if Resident adds any new improvements or accessory equipment, the standards for incoming mobile homes and for accessory equipment and structures must be met. All such repair, replacement or installation shall be completed within sixty (60) days of approval.

(6) Resident is cautioned that there are mobile homes and Home sites in the Park which contain accessory equipment and structures which no longer conform with present Park standards and regulations; therefore, Resident may not assume Resident's plans will be approved because the plans conform to accessory equipment and structures existing on other mobile homes or Home sites.

D. Standards for Incoming Mobile homes and for New Construction and Installation of Accessory Equipment and Structures. The following are the applicable standards for specific equipment and structures for all incoming mobile homes and for all new construction and installations (including repairs and replacements):

(1) Electrical Appliances. Due to the potential for overloading of the Park's electrical system, the installation of electric heat pumps and other major appliances must be approved by Park Management prior to installation. Park Management may require removal of any appliances (including, but not limited to, air conditioning units) that, in Park Management's reasonable discretion, adversely affect the utility systems of the Park. No water softener which discharges in the Park's sewer system is permitted.

DUE TO THE LIMITED CAPACITY OF THE PARK'S SEWER SYSTEM, RESIDENT MUST RECEIVE PRIOR APPROVAL BEFORE INSTALLING ANY WASHING MACHINE, GARBAGE DISPOSAL OR DISHWASHER. TO INSURE ACCEPTABLE LOADS TO THE SEWER SYSTEM, RESIDENT'S APPLICATION FOR APPROVAL FOR THESE APPLIANCES MAY BE DENIED.

(2) Air Conditioners. Because the capacity of the Park's electrical system is extremely limited, no additional air conditioners may be installed at the Park. Evaporative (swamp) coolers are permitted provided the cooler is in good operating condition and does not make excessive noise that will disturb any other Resident.

(3) Porches and Patios. Porches and patios are required and must be constructed under permit and meet the appropriate governmental building codes. Porches must be of an approved material matching the exterior material of the mobile home. Porches shall be a minimum size as determined by Park Management. Unless made of masonry, surfaces of porches, patios and steps must be covered with outdoor carpet or other approved material. All steps must be of good manufactured quality and side faced to match the mobile home's exterior. Steps must have approved handrails, as required by law. The temporary steps provided by the mobile home dealer must be removed from the Home site no later than sixty (60) days from the date the mobile home is moved into the Park.

(4) Sunshades, Windscreens and Privacy Screens. Roll-up, aluminum wind screens or privacy enclosures are permitted on Resident's Home site with prior written approval of Park Management; provided, however, temporary, roll-up type sun shades (such as plastic, canvas, cloth, bamboo or matchstick blinds) are not allowed. Shrubbery may also be used for windbreaks or for privacy.

(5) Siding. All mobile homes must have exterior siding that is either painted or stained wood, Masonite, horizontal, house-type siding or stucco. All colors must be approved by Park Management.

(6) Carports. Resident is required to install a carport which extends in length from the front to the rear of the mobile home and in width from the mobile home to the opposite edge of the driveway.

(7) Awnings. Awnings are required on all mobile homes. Any patio must be covered by an awning which is at least as large as the patio. All textured materials and color must coordinate with the mobile home. All awnings must be painted or be of anodized aluminum or steel and must be of an approved manufactured type. Nothing may be attached to upright supports of either a patio cover or carport.

(8) Skirting and Awnings. Skirting and awnings are required on all mobile homes. Any patio must be covered by an awning which is at least as large as the patio. All textured materials and color must coordinate with the mobile home. All awnings must be painted or be of anodized aluminum or steel and must be of an approved manufactured type. Skirting may be of Masonite, masonry or other approved material, which matches the siding of the mobile home.

(9) Facias and Flashing. All mobile homes shall have facias (unitizing) that blend with the roofing and siding materials and shall tie into the awnings in such a manner as to eliminate a line of demarcation between the mobile home and the awnings. This fascia shall be installed completely around

the perimeter of the mobile home. Where the mobile home is joined at the roof, the fascia shall be of the same material as the roof.

(10) Roofing. All roofing materials on carports and storage sheds, as well as replacement roofs on mobile homes, must be non-glare aluminum, composition asphalt shingles or tile.

(11) Rain Gutters. All mobile homes must be fitted with rain gutters and down spouts which extend to the ground and drain water to the street.

(12) Earthquake Bracing. If Resident installs a mobile home earthquake-resistant bracing system, such system must be installed and maintained in compliance with the California Health & Safety Code and Title 25 of the California Code of Regulations.

(13) Exterior Storage Building. Resident may install one (1) storage building with a maximum floor area of one hundred twenty square feet (120'). Park Management must approve the type of storage building and where the storage building will be placed.

(14) Fences. Resident must obtain prior written approval of Park Management before erecting any fence on Resident's Home site.

(15) Antennas and Satellite Dishes. Resident must abide by the following standards regarding the installation of any exterior satellite dish or antenna on Resident's Home site:

(a) Only satellite dishes with a diameter or diagonal measurement of one meter (approximately thirty-nine inches (39")) or less will be permitted. Any permitted satellite dish must not be visible from the streets or common areas of the Park and must be installed at the rear of Resident's mobile home, unless such location interferes with the quality of reception.

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

(c) Any installed satellite dish must be properly maintained.

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

(e) Television antennas must be located to the rear of the mobile home (away from the street) and may not extend more than twelve feet (12') above the highest point on Resident's mobile home, unless such location interferes with the quality of reception. Any antenna or reception device must be properly installed and secured to comply with all laws, codes and manufacturer instructions.

(f) Other than for television, all other antennas (including, but not limited to, ham radio and CB antennas) are not permitted in the Park.

(g) Cable television service is available through the local service provider.

(16) Flagpoles. No permanent flagpoles are permitted. Only small flagpoles, which are four feet (4') in length or less and are designed to be mounted on the front of the mobile home, are allowed.

(17) Spas. No spa pool may be installed on the Home site without prior submission of a plan to and approval by Park Management. Manufacturer specifications must be followed, and a locking cover must be in place when the spa is not in use.

(18) Water Softeners. Any water softener which discharges in the Park's sewer system is prohibited.

E. Special Standards. In order to maintain the aesthetic beauty of the Park, Park Management retains the right to impose additional standards on those Residents who have corner Home sites or Home sites in unique locations.

9. LANDSCAPING.

A. Landscaping of unlandscaped Home sites or changes to existing landscaping shall be completed within ninety (90) days of the date Resident signs the Park's rental agreement or first occupies the Home site, whichever is earlier.

B. Prior to commencing any landscaping, including changes to existing landscaping, Resident shall submit a detailed landscaping plan to Park Management for approval.

(1) All changes made by Residents already residing in the Park must be completed within sixty (60) days of approval.

(2) Any landscaping which has been installed by Resident without Park Management approval and/or in violation of these Rules and Regulations must be removed by Resident within ten (10) days of written notice.

(3) Any irrigation system must have prior written approval of Park Management.

(4) Resident is cautioned that there are Home sites within the Park which may have landscaping which no longer conforms with present Park standards and regulations. Therefore, Resident may not assume Resident's plans will be approved because the plans conform to existing landscaping.

C. The following general landscaping standards are provided only to assist Residents in their preliminary planning:

(1) Only live plants may be used.

(2) Evergreen grasses, ground covers, flowers and small shrubs are generally acceptable, and Resident is encouraged to install and maintain same.

(3) Resident shall not, unless authorization is given by Park Management, remove any plants upon Resident vacating the Park.

(4) Park Management expressly prohibits the use of any manures or odorous chemical fertilizers.

(5) Waterfalls, statuary and other forms of decor will be permitted only with Park Management's approval.

(6) Some form of planted ground cover, acceptable to Park Management, is required.

(7) Redwood bark, wood chips or decorative rock (no larger than 3/4"), with an underlining of black plastic for weed control, may be used by the Resident. All decorative rock must be washed frequently. Additional bark, chips and/or rock must be added as necessary, to insure that there is sufficient material at all times to adequately cover the area over which the bark, chips or rock is spread.

(8) No large trees and tall plantings are permitted. However, a small tree (which, at maturity, may not exceed eight feet (8') in height) may be planted on Resident's Home site only with prior written approval of Park Management. Park Management retains the option to determine the location of and the type of tree which may be planted. In no event may any tree be planted within six feet (6') of any lot line or in the vicinity of any underground utility system.

(9) No plant, tree, or shrub may be planted which has a root structure that may cause any damage, including, but not limited to, cracking or buckling of streets, driveways or other community facilities or which may interfere with any underground utility system.

(10) Small vegetable or fruit gardens not to exceed one hundred square feet (100') are permissible in the rear of the Home site providing it is out of view from the Park streets. Resident must contact Park Management to determine whether the vegetables or plants they intend to plant are

permissible, as several varieties of plants that may infringe on a neighbor's property, or are unsightly, are expressly prohibited.

(11) To avoid damage to underground utilities, Resident must have Park Management's consent before digging or driving rods or stakes into the ground. Resident shall bear the cost of repairs to any utilities or Park property damaged by Resident.

(12) The existing drainage pattern and grading of the Home site may not be changed without Park Management's consent. Resident is responsible for insuring that water does not puddle or stand and drains away from Resident's mobile home into the street, but not onto other Home sites or common areas. Resident may be required to correct improper drainage at Resident's expense, including, but not limited to, re-leveling or otherwise adjusting Resident's mobile home or repairing and/or replacing any improvements.

D. All landscaping, including, but not limited to, shrubs, vines, bushes and lawns, shall be well maintained by Resident. Such maintenance shall include, but not be limited to:

(1) The frequent, at least once each week, mowing of any lawns.

(2) The removal of weeds and debris at all times.

(3) The trimming of all shrubs, vines and bushes in a manner that maintains an attractive shape and prevents such plants from blocking a neighbor's view or from being excessively high or brushing against a neighbor's mobile home or awning. In no event shall Resident's landscaping be allowed to overhang onto another Resident's Home site or any common areas of the Park, to exceed the height of Resident's mobile home, or to obscure the vision of persons driving in the Park.

(4) Resident shall be responsible for the maintenance of any tree located on Resident's Home site, unless Resident has given written notice to Park Management (or unless Park Management has determined) that the tree poses a specific hazard or health and safety violation; upon such a determination, Park Management shall only be responsible for the pruning, trimming and/or removal of such tree.

(5) Resident will not trim trees or shrubs on Park property other than on his or her Home site without Park Management's written consent.

(6) When vacationing or absent for any other reason, it is the responsibility of the Resident to arrange for someone to water and to maintain the Home site.

(7) Resident must be careful when using water to maintain Resident's landscaping. To prevent the waste of water, nuisance to other Residents, or damage to the roadway, water must be conserved and not permitted to overflow into the Park's streets or onto the yards of neighboring Residents.

10. GENERAL MAINTENANCE OF HOMESITE.

A. Storage. Storage of anything beneath, behind or on the outside of the mobile home is prohibited. This includes, but is not limited to, storage of boxes, trunks, wood, pipe, bottles, garden tools, mops, ladders, paint cans or any item which is unsightly in appearance.

(1) Only outdoor patio furniture and barbecues approved for use by Park Management may be used on the patio, porch, yard or other portions of the Home site.

(2) No towels, rugs, wearing apparel or laundry of any description may be hung outside of the mobile home at anytime.

B. Maintenance and Appearance of Home site. Resident shall at all times maintain Resident's mobile home and Home site in a clean and sanitary condition, and shall cause all rubbish and other debris to be removed from Resident's mobile home and Home site on a regular basis. Resident is financially responsible to maintain, repair and replace (as necessary) Resident's mobile home and all accessory equipment and structures, and Resident must keep these items in good condition and repair at all times. Resident's obligation applies, without limitation, to the following: Resident's mobile home; all accessory equipment and structures; walkways; plantings; any banks or slopes located on Resident's Home site; any utility connecting lines from the meter or utility pedestal to Resident's mobile home.

(1) Exterior Painting. The exterior paint on Resident's mobile home, accessory structures and equipment shall be properly maintained. Proper maintenance shall include, but not be limited to, the repainting of the exterior whenever the paint begins to fade, peel, flake, chip or deteriorate in any other manner that detracts from the aesthetic beauty of the Park. Written approval must be obtained from Park Management prior to any painting. Any change in color requires advance approval of Park Management.

(2) Concrete. All concrete, asphalt and other surfaces shall be kept clean and maintained free of oil and all other sticky or oily substances.

(3) Driveway and Street Area. Individual driveway maintenance shall be Resident's responsibility, unless the driveway was installed by the Park. Residents shall keep the street area in front of their Home site free from debris.

(4) Damage. If any portion of the exterior of the mobile home or its accessory equipment, structures, or appliances or the Home site are damaged, the damage must be repaired or replaced within thirty (30) days. This includes, but is not limited to, damage to the siding, awning supports, down spouts, skirting, porch or storage shed. If Resident's mobile home has not been repaired, reconstructed, or restored within a reasonable time after work has been commenced on it, then Resident shall remove the mobile home from the Park at Resident's expense. Upon such removal, Resident shall continue to be bound to perform all of Resident's obligations under the rental agreement, unless Resident has given Park Management sixty (60) days' written notice that Resident is vacating the tenancy.

C. Hazardous Substances. Anything which creates a threat to health and safety shall not be permitted on the Home site.

(1) For the purpose of this provision, “hazardous substance” refers to any flammable, combustible, explosive or toxic fluid, material, chemical, or substance (including, but not limited to, paint, motor oil and other vehicle fluids, herbicides, insecticides, poisons, chemicals or other toxic materials).

(2) No hazardous substances may be stored on the Home site, except those customarily used for normal household purposes (and then only in quantities reasonably necessary for normal household purposes which shall be properly stored within the mobile home and/or storage building).

(3) Resident shall not dispose of any hazardous substances under or about Resident’s Home site, other Home sites in the Park, the Park’s common areas or any other area of the Park (including, but not limited to, the sewer system or other drainage areas, the street gutters, the driveway areas or the ground beneath Resident’s mobile home, accessory equipment, or elsewhere on the Home site).

(4) In the event Resident stores or disposes of hazardous substances under or about Resident’s Home site or elsewhere in Park, Resident shall immediately and appropriately remove the hazardous substances at Resident’s own expense. If the Resident fails to remove the hazardous substances within ten (10) days after Park Management gives Resident written notice to remove the hazardous substances, the actual cost of such removal shall be immediately due and payable to Owner. Resident agrees to indemnify Park against (and hold Park harmless from) any loss, liability, damage or expense, including, without limitation, reasonable attorneys’ fees, which (either directly or indirectly) Park may incur or suffer by reason of the storage or disposal by Resident of any hazardous substances on or under Resident’s Home site, other Home sites in the Park or any other areas of the Park.

D. Sewer System. No objects that resist water (including, but not limited to, facial tissue, disposable diapers, paper towels, tampons, cotton balls) may be flushed or otherwise deposited into the system. Grease, coffee grounds, facial tissue, disposable diapers, and sanitary napkins or other inappropriate items shall not be placed in the sewer system. Park Management shall not be responsible for damage done to any mobile home because of the stoppage or backing up of the sewer system due to the placement in the sewer system of any prohibited material. Resident acknowledges that the placement of such prohibited material into the sewer system is difficult, if not impossible, to police. Resident, therefore, waives any and all claims for personal injury or property damage caused by a stoppage in the sewer line due to the placement of prohibited materials into the sewer system, by any persons, known or unknown.

E. Utility Pedestals. The utility pedestals (water and utility hookups) must be accessible at all times. If one of the Park’s water shut-off valves is located on Resident’s Home site, it must be kept uncovered and accessible at all times. Resident shall not connect, except through existing electrical or natural gas outlets or water pipes on the Home site, any apparatus or device for the purposes of using electric current, natural gas or water. All drain and line connections must be gas and water tight.

F. Licenses and Fees. All mobile homes within the Park must bear a current license and decal issued by the appropriate agency of the State of California. Any fee, tax or registration charge for Resident's mobile home by any county, state or federal agency must be paid by Resident. Resident shall provide to Park Management, on three (3) days' written notice, a copy appropriate licensure issued by the Department of Housing and Community Development for the mobile home occupying the Resident's Home site.

G. Exterior Lighting. Any light bulb used on the exterior of Resident's mobile home may only be a maximum of 60 watts and must be aimed only to portions of Resident's Home site, but not to any other Resident's Home site or mobile home. Only UL approved Christmas lights and decorations shall be used on Resident's Home site. Any decoration and/or lights used on the outside of Resident's mobile home must be UL approved and are subject to Park Management's approval. Christmas lights and decorations may be displayed only after Thanksgiving, and no later than mid-January; in no event may Christmas lighting and decorations be left up any other time of the year.

H. Mailboxes. Mail is delivered to a central mailbox facility in the Park. Resident's mailbox is assigned by Park Management and must be emptied by Resident on a timely basis.

I. Garbage and Trash Disposal. Garbage must be wrapped and, with other refuse, must be placed in plastic trash bags and kept inside the mobile home or storage shed in an approved container.

- (1) Sanitary and health laws must be obeyed at all times.
- (2) Combustible, noxious, or hazardous materials should be removed from the Park and not placed in Resident's containers.
- (3) All garbage and refuse must be stored in garbage containers with tight-fitting lids.
- (4) Bringing trash from outside the Park to dump in Resident's trash containers is not permitted.
- (5) Trash will be picked up periodically by the local refuse hauler. A maximum of two (2) approved containers may be placed at Resident's curbside; no materials may be left outside of the two approved containers per Home site. Empty trash containers must be promptly removed from the street and stored in a storage shed or otherwise not be visible from the street or an adjacent mobile home.

11. ADVERTISEMENTS.

A. All exterior advertising flags, including, but not limited to, for sale signs, open house signs and garage sale signs, are prohibited. However, Resident may place a sign in the window of the mobile home, on the side of the mobile home or in front of the mobile home facing the street stating that the mobile home is for sale or exchange. Such sign shall not exceed the dimensions permitted by the Mobile home

Residency Law; such sign shall state only the name, address and telephone number of the owner of the mobile home or Resident's agent.

B. The Park bulletin boards may be used by Resident for no longer than seven (7) days to advertise the sale of a specific item or items.

C. "Patio sales" and "moving sales" are expressly prohibited. The Park sponsors two "yard sale" dates annually, one in the spring and one in the fall. Residents will be given approximately two weeks prior notice of the sponsored "yard sale" date by way of the Park's newsletter. Residents will be allowed to conduct a yard sale only on the date set forth in the Park's newsletter. All "yard sales" must be concluded by 3:00 p.m. of the date set out in the Park's newsletter.

12. ENTRY UPON RESIDENT'S HOMESITE.

Park Management shall have a right of entry upon the Home site for maintenance of utilities, for maintenance of the Home site where the Resident fails to maintain the Home site in accordance with the Rules and Regulations, and for the protection of the Park at any reasonable time, but Park Management may not do so in a manner or at a time which would interfere with the occupant's quiet enjoyment. Park Management may enter a mobile home or enclosed accessory structure without the prior written consent of Resident in the case of an emergency or when Resident has abandoned the mobile home or accessory structure.

13. RECREATIONAL FACILITIES.

A. Recreational facilities are provided for the exclusive use of Residents and their accompanied Guests.

B. Hours for the recreational facilities and additional rules and regulations governing the use of the recreational facilities are posted in and about the facilities and are incorporated into these Rules and Regulations by reference.

C. No drinking of alcoholic beverages is allowed in or around the recreation area or building, if any, except at special functions approved in advance by Park Management. If alcoholic beverages are to be consumed, a liability insurance binder may be required. No glassware or bottles may be taken into the recreation areas.

D. No gambling will be permitted at any time. However, bingo is allowed if organized by the Park Residents' Committee, written approval is given by Park Management, and if bingo games are conducted in compliance with applicable law.

E. Screaming, running, horseplay and loud noises are not allowed in the recreational areas.

F. Recreational facilities and swimming pool rules may be changed or revised upon sixty (60) day's notice to Resident.

G. Radios, CD players, boom boxes, televisions, and other such entertainment devices are not permitted in the pool area and recreational facilities of the Park, unless used with earphones.

14. SWIMMING POOL RULES.

A. Persons using the pool must do so at their own risk. There is no lifeguard on duty.

B. A Swimming Pool Release Agreement must be signed by Resident before Resident, Resident's children, Resident's Guest(s), or any other occupant of Resident's mobile home may use the swimming pool.

C. All persons must shower before using the pool or spa pool.

D. Swim fins, diving masks, rubber floats, and the like are not permitted to be used while others are using the pool.

E. The swimming pool and spa are available only from May 1 to October 31 of each year.

F. Only manufactured swim wear in good condition may be used. No cutoffs or other similar "homemade" swim wear is permitted.

G. Children under fourteen (14) years of age may not use the swimming pool or spa pool unless accompanied by an adult.

H. Guests are not permitted to use the swimming pool unless accompanied by a Resident.

I. All persons who are incontinent or who are not "potty trained" are not permitted in the pool.

J. Smoking and alcoholic beverages are prohibited in the swimming pool or spa pool.

K. For protection of deck furniture, please place towels over chairs when using suntan oil, creams, or lotions. No person may enter the swimming pool or spa pool with suntan oil or suntan products on her/his body.

L. No one with a skin disease or open wound will be permitted in any of the pools.

M. Shoes or sandals must be worn to and from the pool area.

N. Park Management reserves the right to limit the use of the pool at any time and to restrict use of the pool by anyone. Residents are responsible for the conduct of their Guests.

O. No glass containers of any kind are permitted in the pool area.

P. Pool hours and additional pool rules are posted in the pool area and are incorporated herein by this reference.

15. ~~REST ROOM AND SHOWER FACILITIES.~~

~~A. Rest rooms and showers are provided for the exclusive use of Residents and their accompanied Guests. These facilities are available for showering before and/or after using the swimming pool or as a rest room for persons using the laundry room or swimming pool. At all other times, Resident is to use the bathroom(s) located in Resident's mobile home.~~

B. These facilities will be closed from time to time at Park Management's discretion for cleaning and repairs.

16. LAUNDRY FACILITIES.

A. The laundry facilities are provided for the exclusive use of Residents of the Park.

B. Laundry hours are posted. These facilities will be closed from time to time at Park Management's discretion for cleaning and repairs.

C. Washers, dryers, and all other laundry facilities are to be cleaned by Resident, inside and out, immediately after use. Clothes are to be removed from dryers as soon as they are dry. Dyeing may not be done in the washers. The laundry is to be left in a clean, neat and orderly condition. Pet laundry may not be done in the washers.

D. Additional rules and regulations governing the use of the laundry and its facilities are posted and are incorporated herein by reference.

17. PARKING.

A. Only "permitted vehicles," up to a total of two (2), may be parked on Resident's Home site, and all of Resident's vehicles defined as "other vehicles" or in excess of two (2) in number must be parked outside of the Park. The parking of more than two (2) vehicles requires special written permission of Park Management. Any vehicle parked in Resident's driveway may not extend beyond the front of the Resident's mobile home.

(1) "Permitted vehicles" specifically include sports cars, coupes, sedans, vans, station wagons, pickup trucks under one (1) ton, sport utility vehicles or electric vehicles. Not included as permitted vehicles are "other vehicles" such as campers, buses, trucks and other commercial vehicles of every kind and description, boats, trailers (except the mobile home occupied by Resident), "RVs," dune

buggies, motor scooters, minibikes, mopeds and other two and three wheeled motorized or self-propelled transportation.

(2) A pickup truck or van may not, without Park Management's consent, be substituted for one of the two permitted vehicles if it is equipped with exterior racks, storage containers or compartments or other similar devices or contains tools or equipment which are mounted on the outside of the vehicle or are otherwise visible from the street or adjacent mobile homes.

(3) Notwithstanding anything contained herein to the contrary, one (1) motorcycle may be parked on Resident's Home site if used by Resident on a daily basis. The permission to park a motorcycle does not relieve Resident of the obligation to abide by all other rules and regulations relating to motorcycles.

B. Parking is permitted only in designated areas. Unless otherwise posted or permitted by these Rules and Regulations, no parking, including the parking of recreational vehicles, is permitted on the streets of the Park, except for the purpose of loading and unloading and only during the hours from 7:00 a.m. to 9:00 p.m. Vehicles belonging to repairmen, delivery persons, health care personnel or Park employees may be parked for longer periods of time on the street immediately adjoining the Home site where repairs are being performed or where services are being provided. Someone with a key to the vehicle must be available at all times.

C. Vehicles parked on Resident's Home site may only be parked on the driveway, and not on the landscaped or other areas of the Home site. Parking is not permitted on vacant Home sites.

D. Guests may only park in designated guest parking spaces or on the host Resident's Home site. Because of the limited parking facilities, traffic congestion and noise, Park Management reserves the right to restrict the number of Guests bringing automobiles or other vehicles into the Park.

E. Resident may use the guest parking if the Resident is using the recreational facilities. Otherwise, Resident may not park in spaces designated for Guests without Park Management's approval.

F. Any vehicle parked in violation of these Rules and Regulations or in violation of signs posted throughout the Park may be towed from the Park at the expense of the vehicle's owner.

G. Sleeping in vehicles is prohibited.

H. No automobile may be "stored" on the Home site. "Storage" shall include, but not be limited to, the parking of an inoperative vehicle for a period exceeding two (2) weeks, the parking of an operative vehicle that is not used for a period exceeding four (4) weeks or the parking of more than one vehicle for the purpose of selling those vehicles as part of a commercial activity. However, Residents may leave their vehicle in their parking space when on vacation.

I. No permanent parking of trailers, trucks larger than one (1) ton or boats is permitted in the driveways. Permanent parking shall include, but not be limited to, parking for a period exceeding 24-hours or parking on the Home site or street more than five (5) times in any one month, except for short periods (1 hour) for loading and unloading.

18. MOTOR VEHICLES AND BICYCLES.

A. No vehicle leaking oil or any other substances or fluids shall be allowed in the Park. Any car dripping oil or gasoline must be repaired immediately.

B. No maintenance, repair or other work of any kind on any vehicle, boat or trailer (other than the mobile home Resident resides in) may be done on the Home site without Park Management's consent. This includes, but is not limited to, the changing of oil.

C. Cars may be washed in the driveway or carport area of Resident's Home site.

D. For the safety of Park Residents and their Guests, no vehicle may be driven in an unsafe manner. All traffic signs must be obeyed.

E. Pedestrians, electric carts and bicycles shall be given the right-of-way.

F. No vehicle may be operated in the Park by any person who is not properly licensed. All vehicles operated within the Park must be registered and licensed for street usage.

G. Excessively noisy vehicles are not permitted in the Park.

H. Motorcycles, motor scooters, minibikes, mopeds or other two and three wheel motorized vehicles entering or leaving the Park must be driven by the most direct route between the Park's entrance and Resident's home and may not otherwise be driven on any other street in the Park. All such vehicles shall be equipped with mufflers or other necessary noise suppressing devices. Furthermore, all such vehicles shall be licensed street legal and driven by a licensed driver only.

I. Bicycles may only be driven on the roadways and not on sidewalks, grass, vacant Home sites or any other paved area. Bicycles must obey the same traffic regulations as cars.

J. If driven at night or at dusk, bicycles must be equipped with a light on the front and a reflector in the rear.

K. Skateboard riding and roller skating are not permitted in the Park.

L. Vehicles are not permitted in the Park unless they are regularly maintained in normal operating condition and are neat and clean in appearance. This includes, but is not limited to, vehicles

whose exterior appearance has deteriorated to a point where they are unsightly and detract from the appearance of the Park, or vehicles which contain unsightly loads that are visible to other persons.

19. ~~ENTRY GATE.~~

~~A. An entry gate is provided at the Park's entrance. The entry gate may be removed by the Owner at Owner's option. This gate is not intended as a "security gate" and does not imply any additional security. Residents are cautioned to maintain their own security precautions as Owner is not responsible for any intrusion in or on Resident's Home site, mobile home, personal property or person.~~

~~B. The front entry gate is staffed with a guard twenty-four (24) hours per day. It is Resident's responsibility to notify the guard when any Guests or service providers are expected. All Guests and workmen must sign in with the guard before entering the Park.~~

~~C. Security gate entry stickers will be issued to Residents only. If Resident sells or trades a vehicle which presently has an entry sticker, the sticker must be removed and returned to the Park Office before a sticker will be issued for Resident's new vehicle.~~

20. CONDUCT.

A. Actions by any person of any nature which may be dangerous or may create a health and safety problem or disturb others are not permitted. This includes, but is not limited to, any unusual, disturbing or excessive noise, intoxication, quarreling, threatening, fighting, immoral or illegal conduct, profanity, or rude, boisterous, objectionable or abusive language or conduct. The use or display of any weapon, including, but not limited to, a bow and arrow, BB guns, knives, fireworks and guns are expressly forbidden. Persons under the influence of alcohol or any other substance shall not be permitted in any area of the Park which is generally open to Residents and their Guests.

B. Radios, televisions, record players, musical instruments and other devices must be used so as not to disturb others. "Ham" or "CB" radios or other radio transmitters may not be operated in the Park.

C. Residents and their Guests shall not encroach or trespass on any other Resident's Home site or upon any area which is not open for general use by Residents and their Guests. All Park property which is not for the use of Residents and their Guests, including, but not limited to, gas, electric, water and sewer connections and other equipment connected with utility services and tools and equipment of Park Management, shall not be used, tampered with or interfered with in any way by Resident.

D. Residents and their Guests must be quiet and orderly and shall not be allowed to do anything which might be cause for complaint. Residents must acquaint all Guests and all occupants of the mobile home with the Park's Rules and Regulations.

E. The Park's streets shall not be used for the playing of games and sports.

F. Except for barbecues approved for use by Park Management or fireplaces and other appliances installed in Resident's mobile home, no fires are permitted.

G. 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 Park Management in violation of any law or ordinance.

H. Resident is responsible for the actions and conduct of all other occupants or Residents of Resident's mobile home and for the actions and conduct of Resident's Guests and invitees. Such responsibility shall include, but not be limited to, financial responsibility for any breakage, destruction, or vandalism of the Park's recreational facilities and common areas.

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

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

(2) The leasing, subleasing, sale or exchange of mobile homes.

J. Park "Quiet Hours" shall be from 10:00 p.m. until 7:00 a.m. During such Quiet Hours, no loud noise shall take place inside the Park.

21. PETS.

A. Special permission to keep a house pet in the Park must be obtained from Park Management. A house pet is defined as a pet that spends its primary existence within the mobile home. Park Management reserves the right to deny a Resident a pet if a proposed pet would pose a threat to the health and safety of Residents of the Park. No more than one (1) pet is allowed per mobile home.

(1) The types of pets permitted are: a domesticated bird, cat, dog, or aquatic animal kept within an aquarium. Only medium-sized cats or dogs (which, at maturity, do not exceed fifteen pounds (15 lbs.) in weight or eighteen inches (18") in height when measured at the shoulders in a standing position) are permitted. Guide dogs, signal dogs, and other service dogs as defined by Civil Code § 54.1 are exempt from the size limitation otherwise applicable to dogs. Pit Bulls, Chow Chows, Rottweilers, Doberman Pinschers and other aggressive breeds are expressly prohibited.

(2) Non-house pets (including farm animals) are prohibited under any circumstances.

(3) After moving into the Park, a pet may not be acquired without written permission from the Park Management. Park Management must approve all pets before application to rent is accepted.

(4) If a pet is lost or dies, written permission to acquire a new pet must be obtained from Park Management.

(5) If any of the rules regarding pets is violated, and such violation is noted by Park Management or a valid complaint is made by another Resident, the Resident owner of the pet will receive an official notice in writing stating that the right to keep a pet within the Park is terminated.

B. The following rules must be strictly followed by all pet owners:

(1) Each pet must be licensed and inoculated in accordance with local law. Evidence of licensing and inoculation shall be submitted to Park Management within seven (7) days of receipt of written request for such information.

(2) Pets must be on a leash when not inside the mobile home.

(3) Any pet running loose in the Park will be taken to Animal Control. Recurring violations of this rule will lead to the loss of the privilege to maintain a pet.

(4) Other than guide dogs, signal dogs and other service dogs as defined by Civil Code § 54.1, pets will not be allowed in any recreational area at any time.

(5) Pets will not be allowed to cause any disturbance which might annoy neighbors, including, but not limited to, barking, growling, biting or any other unusual noises or damage. Under no condition is a pet to invade the privacy of anyone's Home site, flower beds, shrubs, etc. Pet owners are responsible at all times for their pets, including injury, destruction, and annoyances to other Residents, and the Park and Park Management shall not be liable for any loss, damage or injury of any kind whatsoever caused by Resident's pet.

(6) No exterior pet housing is permitted in the Park. This includes, but is not limited to, any type of confining barricade or structure.

(7) Guests are not permitted to bring any pet into the Park, other than guide dogs, signal dogs, and other service dogs as defined by Civil Code § 54.1.

(8) Feeding of stray cats and other animals is prohibited. Notwithstanding this section, bird feeders are permitted.

(9) The tying up of pets outside the mobile home and leaving them unattended is prohibited.

(10) 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.

22. ZONING AND CONDITIONAL USE PERMIT INFORMATION.

A. The date of expiration or renewal of any conditional use or other permits required to operate the Park which are subject to expiration or renewal is as follows: The Park is not operating pursuant to a conditional use permit which has an expiration date.

B. The duration of any agreement of the Park or any portion thereof in which the Park is a lessee is as follows: The Park is not subject to any underlying ground lease.

C. If a change occurs concerning the zoning permit under which the Park operates or an agreement in which the Park is a lessee, all Residents shall be given written notice within thirty (30) days of such change.

23. RENTING, SUBLETTING OR ASSIGNMENT.

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

24. FIXTURES.

Resident is exclusively responsible for the maintenance of all accessory equipment, structures or other improvements (hereinafter "Fixtures") permanently attached to Resident's mobile home or embedded in the ground at Resident's Home site whether installed by Resident or pre-existing as of the date of commencement of Resident's tenancy. Resident shall insure that such Fixtures are kept in a safe condition and comply with these Rules and Regulations, and Resident shall prevent the deterioration of any Fixture and shall be liable for any damage caused by Resident's lack of proper maintenance respecting such Fixtures.

A. Upon the sale of Resident's mobile home, Park Management may require the repair or improvement of the exterior of the mobile home and/or its accessory equipment and structures to comply with local ordinances or state statutes or regulations, or to comply with the then current Rules and Regulations that implements or enforces local or state ordinances, statutes or regulations relating to mobile homes. Within ten (10) days of receipt of a written request, Park Management will provide a written summary of required repairs and/or improvements.

B. 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 Home site, such improvements shall remain upon and be surrendered with the Home site. Park Management 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 Home site caused by the removal, including, but not limited to, the filling in and leveling of holes or depressions and shall leave the Home site in a neat and uncluttered condition with the Park's original engineered grade intact.

25. INSURANCE.

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

26. OCCUPANCY QUESTIONNAIRE.

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

- A. The names of all occupants of the Home site;
- B. Nature of occupancy for each individual occupying the Home site, *i.e.*, EXTRA PERSON, RESIDENT, shared tenancy under California Civil Code § 798.34(b), family member;
- C. The legal owner and registered owner of the mobile home;
- D. Names and addresses of all lien holders of the mobile home;
- E. A copy of the registration card or certificate of title issued by the Department of Housing and Community Development or other government agency for the mobile home occupying the Home site.

F. Proof of Resident's insurance policy (or policies) on Resident's mobile home [and that Park has been added as added as an additional insured on such policy.

27. SOLICITATION.

Throw-away newspapers, distribution of handbills and door-to-door selling or solicitation are not permitted without Park Management's consent. All salespeople must make individual appointments with the Resident concerned or interested.

28. PARK OFFICE AND COMPLAINTS.

Except in an emergency, please do not telephone or contact Park Management after normal business hours. The Park's office phone is for business and emergency use only.

A. Except for emergencies, all complaints must be in writing and signed by the person making the complaint.

B. All community business is conducted during posted office hours.

C. Resident shall not request Park maintenance personnel to perform jobs for Resident, nor shall Resident give instructions to Park maintenance personnel. All Park repair or maintenance requests shall be submitted in writing to Park Management.

29. REVISIONS OF RULES AND SEVERABILITY.

A. Park Management reserves the right to add to, delete, amend, and revise these Rules and Regulations from time to time, as well as additional rules and regulations and hours posted in and about the recreational facilities, as provided in Section 798.25 of the California Civil Code.

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

30. APPROVAL OF PURCHASER AND SUBSEQUENT HOMEOWNERS.

Prior approval of Park Management must be obtained if the prospective purchaser of the mobile home intends for the mobile home to remain in the Park. Among other requirements, any purchaser must do the following before occupying the mobile home: (a) complete an application for tenancy (which may include a fee for obtaining a financial report or credit rating); (b) be accepted by the Owner; (c) execute a new rental agreement or other agreements for the occupancy of the Home site; and (d) execute and deliver to the Owner a copy of the Park's then effective Rules and Regulations and other residency documents. A list of the other requirements for approval of purchasers of mobile homes to remain in the Park, as allowed

under the Mobile home Residency Law, can be obtained from Park Management upon request. In addition, see the requirements under Paragraph 31 of these Rules and Regulations which are incorporated herein by this reference.

31. APPROVAL OF PURCHASER AND SUBSEQUENT HOMEOWNERS AFTER SERVICE OF SIXTY DAY NOTICE TO TERMINATE POSSESSION UNDER CIVIL CODE § 798.55.

A. Upon the service of a sixty day notice to terminate possession (“Sixty Day Notice”) under Civil Code § 798.55, Homeowner may move or sell Homeowner’s mobile home before the expiration of the Sixty Day Notice period.

B. After the expiration of such Sixty Day Notice period, and the mobile home has neither been sold nor moved, the mobile home may not remain on the Home site and must be removed.

C. If Homeowner chooses to sell the mobile home before the expiration of the Sixty Day Notice period and have the mobile home remain in the Park, Homeowner must pay all past due rent and utilities upon the sale of the mobile home as provided by Civil Code §§ 798.55(b)(1) and (2). In addition, on or before the expiration of the Sixty Day Notice period and before a purchaser may occupy the mobile home, Homeowner is responsible for the completion of all of the following:

(1) Purchaser must complete an application for tenancy (which may include a fee for obtaining a financial report or credit rating);

(2) Purchaser must be accepted as a tenant by the Owner;

(3) Purchaser must execute a new rental agreement or other agreements for the occupancy of the Home site;

(4) Purchaser must execute and deliver to the Owner a copy of the Park’s then effective Park and Regulations and other residency documents;

(5) **IF THE PURCHASER FAILS TO EXECUTE A RENTAL AGREEMENT, SUCH PURCHASER SHALL HAVE NO RIGHTS OF TENANCY.** The rental agreement, Rules and Regulations and other residency documents signed by the prospective purchaser may be different in their terms and provisions than the Rules and Regulations and other residency documents now in effect;

(6) Any and all appropriate transfer documentation completed, submitted, approved and returned by the Department of Housing and Community Development and deposited into escrow;

(7) All Park approvals for purchaser must be received and deposited into escrow, including without limitation, a fully executed rental agreement;

(8) Title to the mobile home must have transferred into the name of the purchaser; and

(9) Escrow must have closed on the mobile home.

D. Notwithstanding anything contained herein to the contrary, Owner may, in order to upgrade the quality of the Park, require the removal of the mobile home from the Home site upon its sale to a third party, in accordance with the provisions of the Mobile home Residency Law and other applicable law. Any rights granted either party by the Mobile home Residency Law and by other applicable law may be enforced by either party at that party's option.

E. Notwithstanding anything contained herein to the contrary, upon the sale or transfer of Resident's mobile home, if the mobile home is to remain in the Park, Resident shall make all repairs or improvements to Resident's mobile home, to its appurtenances, or to accessory structures as may be required by Owner, pursuant to California Civil Code § 798.73.5, as amended. Resident shall submit to Owner a request for a written summary of repairs or improvements that Owner requires to the mobile home, its appurtenances or an accessory structure that is not owned and installed by Owner, pursuant to Civil Code §798.73.5, as amended.

32. 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.

DO NOT COPY
READ AND ACCEPTED BY:

Date: _____

RESIDENT

Homesite No.

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