

RULES AND REGULATIONS

PALOS VERDES SHORES

2275 W. 25th Street
San Pedro, CA 90732
(310) 547-4403

These Rules & Regulations Are Dated _____, 2017

WE DO BUSINESS IN ACCORDANCE WITH
FEDERAL AND STATE FAIR HOUSING LAWS



IT IS ILLEGAL TO DISCRIMINATE AGAINST ANY PERSON BECAUSE OF RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, NATIONAL ORIGIN, ANCESTRY, DISABILITY, HANDICAP, MARITAL OR FAMILIAL STATUS, SOURCE OF INCOME, OR ANY SUCH OTHER CONSIDERATION MADE UNLAWFUL BY FEDERAL, STATE OR LOCAL LAWS.

This Community is an age 55+ Community and is designated as “housing for older persons.” At least one person who regularly occupies the home must be age 55 or better and all persons who regularly occupy the home must be 40 years of age or better.

BASIC RULE: Although these Rules cover a variety of subjects, please understand that it is impossible for them to deal with everything you and your guests are expected to do or not do. Therefore, the basic rule applicable to all Homeowners, residents and their guests is that they will (i) behave reasonably and be respectful of the legitimate rights of others; (ii) not do anything to affect unreasonably and adversely the rights of others; and (iii) not do anything which may endanger anyone or their property.

A. INTRODUCTION AND DEFINITIONS

These rules and regulations (the “Rules”) will be interpreted and applied in a reasonable manner.

The following terms will have the following meanings unless the context indicates a different meaning is intended.

“Community” means the manufactured home community listed on the front page of these Rules.

“Homeowner,” “you,” “your” and other similar terms mean someone we have approved for tenancy in the Community and who has executed a rental agreement with the Community. A “resident” or “additional occupant” is someone who lawfully occupies a home, along with the Homeowner, in the Community. The only person (s) who have a right of tenancy in the Community are Homeowners.

“Home” means your manufactured home.

“Homesite” means the homesite which you are renting from the Community and upon which you will place your home. The dimensions of your homesite are marked on site. The boundaries of the homesite end at the top of the roofline of your home. The rental of the homesite does not include any right to or easement for light or view. If you have questions about the dimensions of the homesite, please contact the Community manager.

“Guest” includes anyone living with you who has not been approved for tenancy or residency and does not have the right to occupy your home on an ongoing basis as a member of your household. Unless noted to the contrary, “guest” also includes your agents, employees, persons living with you as allowed by sections 798.34(b), (c) and (d) of the California Mobilehome Residency Law (hereinafter referred to as the “MRL”), invitees, permittees, licensees or other persons in the Community at your invitation, request or tolerance. When something of a general nature is required or prohibited in the Rules, the same is applicable to all Homeowners, residents and their guests, even though specific reference is not made to guests.

“Management” and other similar terms mean the owner of the Community or an agent or authorized representative of the owner, such as the Community manager.

“Management’s approval,” “our approval,” “our consent” or other similar terms mean you must obtain management’s prior written approval before you may do something. Unless prohibited by law, management has the right to give or withhold approval at our sole discretion.

If there are any questions about these Rules, please contact management for an explanation. The Community will make a reasonable effort to enforce all of its Rules in an equal and standard manner. We will not try to “over-enforce” these Rules when the infraction seems minor or just a routine everyday occurrence in a typical neighborhood environment. There also will be times when we will not be successful in enforcing these Rules. Moreover, management does not have police powers and Homeowners should contact the proper authorities if they observe any criminal activity or other violations of law.

Homeowners agree that enforcement of the Rules is a private matter between the Community and the affected Homeowner and that enforcement or lack thereof will not result in any damage or claim by any Homeowner. We will not be responsible for or liable to you or others for normal, routine disturbances or

other kinds of situations which one commonly should expect from time to time when they live around other persons. Homeowners acknowledge that they are not third party beneficiaries of any Rules, rental agreements or conditions of tenancy between the Community and any other Homeowner.

Please note: Violation of these Rules may give cause to evict anyone living in the home pursuant to the MRL. Homeowners, residents and their guests have the privilege to use the homesite and Community facilities only if they comply with these Rules and the other provisions of the Community's residency documents. Failure to do so may lead to loss of this privilege.

B. RULES ON MOVE-IN OR REPLACEMENT OF A HOME

Homeowners must do all of the following at their sole expense within ninety (90) days after a home is moved into the Community to a previously vacant homesite or a home is moved into the Community to replace another home. Nothing listed below may be done without the proper governmental permits, and proof that these permits have been obtained must be submitted to management prior to installation. Nothing may be done without the written consent of management and the Community Standards set forth in Section C below must be followed. You must use a bonded and insured person/company to move any home into or out of the Community.

1. Install a home which meets the Community Standards and management's then current Home Specifications for new and pre-owned homes, if any. All homes coming into the Community must be approved by management in writing in advance and must meet the Home Specifications and the following minimum requirements. Generally, only new one-story homes will be allowed. Although two-story homes may be installed in some instances, our prior written approval, which we may withhold in our sole discretion, is required. Our decision to approve or disapprove a two-story home on a certain homesite generally will be based on a number of different, subjective, aesthetic, management or other business considerations relating to the overall enhancement of the value of the Community. The location and placement of all homes is to be determined by management and the applicable governmental permitting authority. Any detachable hitches and tongues on the home must be removed when the home is installed. The Community retains the right to make additional requirements for corner homesites or homesites located in unique locations. Depending on economic conditions, management, in its sole discretion, may approve a home that is not brand new to be placed on a vacant homesite in the Community.

For aesthetic reasons, at least one medium sized window (at least 36 by 36 inches) shall be placed on the side of the home which faces the street. The home may not be placed on a homesite so as to overlap driveways, streets, utility structures or other similar items. No part of the home (including eaves and awnings) or accessory structures may be located within three (3) feet of any homesite property line, including the front of the homesite which abuts the street.

2. Erect awnings over the patio and driveway. Note: If the driveway is in need of replacement when the home is replaced/installed, and the driveway was installed by management, then management will provide a replacement driveway at management's expense. If the Homeowner simply wants a new driveway, then the Homeowner shall bear the expense of the new driveway and shall be responsible thereafter for its maintenance and repair. If the driveway was installed by a Homeowner, the Homeowner shall be responsible for any necessary replacement of the driveway and its maintenance and repair.
3. Landscape the entire homesite according to a complete written plan indicating the location, if applicable, of the home, walkways, patios, porches, driveways, fences, storage sheds, planted areas, areas covered with rock, and sprinkler systems. An area of irrigated landscaping must be created and maintained on the street facing sides of the homesite (both sides of a corner homesite). This area must be at least three (3) feet in width and it shall contain living plants of a type approved by management. Note: If the removal/installation of the home requires landscaping/tree removals, then Homeowner is responsible for that cost.

4. Completely "skirt" the entire home, porch, and steps with skirting that is substantially the same color and of substantially the same material as then currently in use with major manufacturers of homes and/or skirting.
5. Install approved railings around steps, porches or platforms.
6. Cover all porches and stairs with approved covering as the Community may require.

C. COMMUNITY STANDARDS

General: The following Community Standards apply to all vacant homesites, new homes, homes which are replacing another home, existing homes and homesites, homesites which are being changed or remodeled, and new accessory structures and equipment which are being added, and to all Homeowners where applicable. The following are listed only to assist Homeowners in preliminary planning and Homeowners are cautioned that there are homesites in the Community with homes, landscaping and other improvements which were in place before these Community Standards were adopted and therefore do not comply with these provisions. Do not assume your plans will be approved because they conform to conditions at these other homesites.

Awnings, Patios, Porches: Unless management otherwise authorizes, all awnings must run the entire length of the driveway side of the home, and must also cover any porches and driveways.

Drainage: Homeowners are responsible to ensure that their home and Homeowner-installed drainage devices drain to the street or other approved drainage device, not to adjoining homesites, and to ensure that water does not accumulate under the home or elsewhere on the homesite. Homeowner shall not make any changes to the homesite, or install any structure or sidewalk that disrupts the drainage of the homesite. Homeowner may be required to correct improper drainage at Homeowner's expense, including, but not limited to, re leveling or otherwise adjusting Homeowner's home or repairing and/or replacing any improvements.

Electrical Service: The home must be compatible with the existing electrical service available at the homesite. You are responsible for making sure that your home and all appliances and equipment in your home are compatible with the electric service and capacity now available in the Community, and we shall have no liability or responsibility to you if the available electrical supply is incompatible. You shall not install electrical appliances which will use energy in excess of the electrical service and capacity currently available to your homesite and you shall not attempt to increase the electrical service and capacity of your homesite by installing any device or doing anything unless you have received our prior written permission.

If your electrical demands exceed the capability of the Community, or are otherwise inconsistent with the capabilities of the Community, you shall correct the situation to our satisfaction within seven (7) days.

The typical amperage for new manufactured homes is generally between 100-200 amps. The individual electrical pedestal amperage for the Community generally ranges between 50-100 amps but there may be isolated pedestals with greater amperage. Homeowner has the responsibility to confirm that the home it is bringing into the Community is compatible with the electrical pedestal amperage for the Homeowner's space.

Exterior Materials and Roofing: To ensure that homes and other improvements are aesthetically pleasing and reflect current designs, the siding of the homes and storage sheds and the exterior of other structures and improvements, including roofs, must conform to those typically being used at the time by manufactured housing manufacturers and others in their brochures and model home displays. The same standard also applies to the exterior color(s) of the home and the other improvements, including the repainting or other work on existing home exteriors. All roofing materials on carports and storage sheds, as well as replacement roofs on homes, must be non-glare aluminum, composition shingles, tile, or a

Leadership in Energy and Environmental Design (“LEED”) approved roofing material. Roof colors shall be light, neutral tones of tan or beige and must be approved in advance by management. No white colored roofing shall be allowed.

Landscaping: Prior to beginning any landscaping, including changes to existing landscaping and the planting of any tree, residents must discuss their landscaping plans with management and must obtain management approval. Any new or additional landscaping, including trees, installed without management approval shall be removed within ten (10) days of written notice. Landscaping projects by existing residents must be completed within sixty (60) days after the date the landscaping work begins.

All new or additional landscaping must be clean and attractive in appearance. Evergreen grass, ground cover, flowers and shrubs are generally acceptable. Non-living objects of every kind and description, including gravel, rock, pre-cast concrete and other objects made of wood, plastic or metal are restricted and may not be used without prior management approval. Where small rock or other type of material is approved for use as a ground cover, unless management otherwise agrees in writing, the ground cover may be no larger than three (3) inches in diameter and the soil under the ground cover must be covered with a heavy gauge, impermeable plastic barrier or other approved material to prevent weeds. Where such rock or other type of material is allowed by management, there must also be a sufficient amount of live landscaping incorporated into the design so that the area does not have a barren or unattractive appearance. Large plants and trees may not be planted within six (6) feet of any street, driveway, walkway, patio, above or below ground utility structure or other improvements made of concrete or blacktop which might be cracked by roots. The use of any artificial turf or surface must be approved in advance by management.

Homeowners are responsible for maintenance of any landscaping on the homesite, including trees. The Community will abide by its responsibilities as set forth in the MRL.

Lighting: Any lighting on Homeowner’s home or homesite which is installed or controlled by Homeowner shall be UL approved. Any such exterior lighting shall be aimed or shaded in such a way so that it does not unreasonably shine on or annoy neighboring Homeowners.

Maintenance: Homeowners are required to do each of the things listed below continuously while they live in the Community. These requirements apply regardless of whether you are the original homeowner of your home or you purchased your home from a former resident. These requirements also apply even though the landscaping, sidewalk or other improvement was originally installed by the Community, another homeowner or someone else.

The maintenance requirements for all Homeowners are:

1. Maintain your homesite in a clean, weed-free, well-cared for condition, and properly cut and trim all landscaping, lawns, shrubs and trees so that they do not hang over lot lines and onto other homesites or streets. Trees and bushes should be trimmed back so they do not block the views of others at driveway entrances, along streets and at street corners. In order to preserve views, the height of any vegetation or trees (with the exception of existing palm trees and Norfolk Island Star pines) shall not exceed the peak of the roof of Homeowner’s home.

You are responsible for ensuring that the landscaping on the homesite does not cause any damage to the streets, curbs, gutters, driveways, utilities or any other property or improvements belonging to either the Community or any of its other Homeowners and residents, and you are financially responsible for immediately removing the items causing damage and paying the full cost of repairing or replacing the damaged property.

However, with respect to trees on the homesite, management shall be solely responsible for the trimming, pruning, or removal of any tree, and the costs thereof, upon written notice by a Homeowner or a determination by management that the tree poses a specific hazard or health and safety violation. In the case of a dispute over that assertion, management or a Homeowner may request an inspection by the Department of Housing & Community Development, or a local

agency responsible for enforcement of the Mobilehome Parks Act, in order to determine whether a hazard or violation exists.

Moreover, management shall be solely responsible for the maintenance, repair, replacement, paving, sealing, and the expenses related to the maintenance of all driveways installed by management including, but not limited to, repair of root damage to driveways. Homeowners shall be responsible for the maintenance, repair, replacement, paving, sealing, and the expenses related to the maintenance of a Homeowner installed driveway. A Homeowner may be charged for the cost of any damage to the driveway caused by an act of the Homeowner or a breach of Homeowner's responsibilities under the Rules and Regulations so long as those Rules and Regulations are not inconsistent with the provisions of the MRL. Homeowner must properly clean and remove any oil, gas or other stains which collect on the driveway.

2. Maintain in good condition the landscaping, ground cover or rock on the homesite and not permit any bare areas, in excess of thirty-six (36) inches in diameter, of ground or dirt on the homesite, unless the area is a garden area approved by the Community.
3. Maintain the home, roofs, patio, awnings, storage buildings, skirting, pillars, stanchions, fences, and all other improvements and installations upon the homesite in a good, clean, safe and aesthetically pleasing condition. This includes re-painting the home or other structures as needed with colors approved in advance by management. Please note that when painting is faded, streaked, peeling off, discolored, missing or otherwise in a state of disrepair, Homeowner shall re-paint the home or accessory structure as needed and without delay.
4. Dispose of all trash, garbage, and debris of any kind in a proper trash receptacle or container. Individual trash containers must be stored toward the rear of the homesite and away from the street, or in locations hidden from view from the street.
5. Keep all utility meters, pedestals, valves, traps and connections and fire hydrants (hereinafter collectively referred to as "utility devices") accessible by an unobstructed passageway of no less than three (3) feet in width and six and one-half (6-1/2) feet in height in all directions from such utility device in accordance with applicable law. Homeowners shall not alter, access, repair, improve or paint any part of the utility devices.

Painting of Exterior Surfaces: All exterior materials and colors must be approved in advance by management. Thus, before you paint your home, please contact management for approval of your paint color selections.

Solar Panels: Solar panels are permitted with prior management approval and if allowed by the serving electric utility company. Manufacturer specifications must be followed regarding installation. Solar panels and other devices shall not extend more than twelve (12) inches above the existing roof or awnings. All exposed surfaces, except the solar collecting surface must be of a non-glare material and/or painted to match the existing roof and home.

T.V. Antennas and Dishes: No satellite dish in excess of thirty-nine (39) inches in diameter is allowed. No T.V. antenna or other structure that extends higher than twelve (12) feet above the roof line is allowed without management's prior written approval. All of these items must be located so that they are the least visible from the Community's streets and adjoining homes, without unreasonably interfering with the antenna's reception.

Windows: All windows must have drapes, curtains, or other aesthetically pleasing window covering and they must be maintained in good condition and repair at all times. Tin foil, paper, sheets, cardboard or similar materials are not approved as window coverings.

D. OCCUPANCY, DOCUMENTATION AND IDENTIFICATION REQUIREMENTS

Insurance: The Community does not carry liability or property damage insurance to compensate Homeowner, Homeowner's guests, or any other persons from any loss, damage or injury except those resulting from actions where the Community would be legally liable for such loss, damage or injury. Therefore, Homeowner is responsible for obtaining, at Homeowner's own cost, extended coverage for Homeowner's fire, liability and other casualty insurance on the home, other improvements and contents to the full insurable value and such other insurance as is necessary to protect Homeowner, Homeowner's guests or others from loss or liability, and Homeowner hereby agrees to indemnify and hold harmless the Community from any liability therefore.

Occupancy Limitations: The Community reserves the right to modify the occupancy limitations set forth below if the proper operating capacity of the Community, its utilities systems and its common area facilities, or the health and safety of its residents, so require. At the present time, the maximum number of persons allowed to regularly occupy the home shall not exceed two (2) persons per number of bedrooms in the home, plus one person. Upon management's request, Homeowners shall provide management with satisfactory written evidence to prove the actual number of persons residing at Homeowner's home.

Permits: Building permits, licenses and other similar permission from government or quasi-government bodies or agencies must be obtained, if so required, before any work can be done on or inside of the home or with respect to any installation or alteration of accessory equipment or structures.

Principal Place of Residency: Upon management's request, Homeowners shall provide management with satisfactory written evidence confirming that Homeowners' home in the Community is in fact Homeowners' principal place of residency.

Proof of Ownership; Licenses and Fees: All homes within the Community must bear a current license and decal issued by the appropriate agency of the State of California. Any fee, tax or registration charge for a Homeowner's home by any local, county, state or federal agency must be paid by the Homeowner. Homeowner shall provide Management, on three (3) days written notice, a copy of the registration card issued by the Department of Housing and Community Development for the home owned by Homeowner. For homes which are on the local property tax rolls, Homeowner shall provide Management, upon three (3) days written notice, with proof that the property taxes are paid current.

Registered Owner: At all times, at least one party to the rental agreement must be the "registered" owner of the home which occupies the homesite and that person must occupy the home on a full-time basis during the period that it is located on the homesite. This requirement does not apply to immediate family members (as defined in Section 798.35 of the MRL) who do not reside in the home, but own the home for the benefit of another family member who is a resident of the Community. That family member, who owns the home, but does not reside in the Community, shall have no right of tenancy in the Community.

E. ACTIVITIES PROHIBITED WITHOUT PRIOR WRITTEN CONSENT FROM COMMUNITY MANAGEMENT

Homeowners may not take any of the following actions in the Community without the prior written consent of management.

1. Make any substantial changes to the home, landscaping, cement, asphalt, walkways, driveways, homesite or structures on the homesite.
2. Erect any driveways, parking areas, windbreaks, sheds, carports, awnings, cabanas, privacy panels or screens, shade structures or tarps, or other structures of any kind, whether permanent or temporary, or make any structural changes or additions to the exterior of the home. Any such project must be completed within a ninety (90) day period.

3. **Erect a Fence:** All fences must be approved in advance, in writing, by management. In general, fencing which management may approve shall not exceed four (4) feet in height for portions of the homesite bordering the street or other common areas, and extending back from the street a distance of twenty (20) feet of the homesite, and up to six (6) feet in height on the remainder of the homesite. Lattice work is considered part of the fence and will be counted toward fence height. All fenced areas shall have at least one (1) exterior access gate. Fences shall be of wood or other approved material, shall be painted or stained, shall be carefully maintained by Homeowner, and shall be on or within the confines of the homesite and shall not enclose the carport or impede access to the utility pedestals or structures. No chain link fencing is allowed.

It is impossible to envision every fence scenario which may occur. Therefore, this rule is a general rule. Exceptions may be required for unique circumstances, and management reserves the right to limit fences more restrictively than herein stated if deemed necessary in management's sole discretion.

4. **Keep or maintain any objects outside of the home, except outdoor patio or lawn furniture, reasonable decorative items in small numbers not to exceed a total of fifteen (15) items, plants, BBQ equipment, bicycles, reasonable play area or exercise equipment and other items specifically permitted by these Rules.** No furniture shall be used on the patio, porch, yard or other portions of the homesite unless it is acceptable outdoor patio furniture or otherwise approved in writing by management. Nothing may be placed, hung or stored outside of the home or storage shed(s) unless specifically permitted by these Rules or approved in writing by management. This includes, but is not limited to, clothes, appliances, refrigerators, freezers, excessive amounts of statuary or other artificial objects, or any item which is unsightly or offensive in appearance. Outside decorations, such as those for seasonal holidays, must be removed within two (2) weeks after the date of the holiday.
5. **Install on the homesite any water spa, pool, wading pool (except inflatable wading pools), water fountain, fish pond, or any other body or container of water.** Inflatable wading pools must be emptied, deflated and stored out of sight when not in use and shall not be left out overnight.
6. **Park any vehicle on any area of the homesite, except the authorized driveway of the homesite.** Vehicles parked on the authorized homesite driveway must be parked so that no part of the vehicle extends to within one (1) foot of the edge of the street or street curb or within five (5) feet from the rear of the homesite. Except as authorized by management, no camper, trailer, boat, truck (with the exception of pick-up trucks), commercial vehicle, vehicle over one ton, or recreational vehicle shall be parked at a homesite or anywhere else in the Community, except the recreational vehicle storage area, if any, or as necessary to perform authorized work at the Community as approved in advance by management.
7. **Use the home and homesite for any business or commercial activity which would result in the residential nature of the Community being changed or disturbed or that would result in unreasonable levels of noise and traffic in the Community.**
8. **Sublease or arrange for "house sitting" for the home or homesite, unless allowed in writing by management pursuant to a rental agreement or other written agreement.** Subleasing will only be allowed if the Homeowner can show a significant hardship as determined by management in its sole but reasonable discretion. Please note that the circumstances described in Section 798.23.5 of the MRL (medical emergencies or treatments requiring the Homeowner to be absent) qualify as a significant hardship.
9. **CAUTION! Underground Utility Structures:** There may be underground utility structures located on the homesite including underground (and above ground) gas pipelines, electric cables, water pipelines, sewer pipes, telephone or cable TV wiring or cables and other types of installations. Do not dig or drive stakes into the ground of the homesite unless you have obtained

advance approval from management. Homeowner shall bear the cost of repairs to any utilities damaged by Homeowner or Homeowner's agents or guests.

F. PET RULES:

The following are the Community's Pet Rules:

Residents may have two (2) registered "domesticated" pets per household with Management's approval. Failure to abide by these Rules and Regulations may result in demands for removal of pets, loss of privileges and/or eviction.

1. Where required, a current rabies tag must be worn by the pet.
2. Dangerous or aggressive pets are not allowed. Any animal that displays dangerous or aggressive behavior, as determined by Management in its sole and unfettered discretion, must be removed from the premises. Aggressive behavior may include, but is not limited to lunging, growling, biting and/or barking at Residents or other pets.
3. Residents are required to clean up their pet's defecation on their site and while walking their pet.
4. When outside, all pets must be kept on a hand-held leash.
5. Pets may not be tied up and left outdoors.
6. Management may require removal of pets that cause excessive noise or disturb other Residents.
7. Management reserves the right to exclude dogs of certain breeds including, but not limited to those commonly referred to as Doberman, Rottweiler and Pit Bull (including Staffordshire Terriers, Staffordshire Bull Terriers, and American Pit Bull Terriers), as well as dogs that have physical characteristics of one or more of those breeds, or that have a wolf-like appearance. The decision whether a dog meets any of the above criteria lies in the sole and unfettered discretion of Management.
8. "Beware of Dog" signs are not permitted.
9. Management reserves the right to reject any pet, including exotic pets such as snakes, wild animals or other animals which, in Management's sole discretion, appear dangerous to others and/or inappropriate to house within the community.
10. Management adheres to all Fair Housing Requirements regarding Assistance Animals. Please contact Management prior to bringing any Assistant Animal into the community.
11. Residents shall be responsible for ensuring that the pet does not damage property (including sod, landscaping, Management's property and property of others) and Residents shall be solely responsible in the event of any such damage and agrees to pay all costs involved for restoration or replacement of damaged property. All costs incurred shall be considered additional rent. Residents agree to indemnify and hold harmless, and defend Management together with its Residents, invitees, agents, contractors and employees, owners, affiliates and managers, against all liability, Judgments, expenses (including reasonable attorney fees), and claims by third parties, for any injury to any person or to property caused by the Pet.

Management disclaims any responsibility for the occurrence of harm, injury or death to a pet caused by agents or employees or by Residents.

G. USE, HEALTH AND SAFETY REQUIREMENTS

1. Homeowners shall not create a nuisance, unreasonably disturb others, threaten or interfere with any manager, employee, agent or owner of the Community, or enter onto another Homeowner's homesite, without prior permission from that Homeowner. Homeowners shall not unreasonably deny an adjoining Homeowner permission to enter upon the homesite if reasonably necessary for the adjoining Homeowner to maintain the adjoining Homeowner's homesite, home, landscaping or homesite improvements. Any disputes or questions regarding the application of this Rule shall be referred to the management.
2. Homeowners shall not conduct any major repair of any automobile, truck, motorcycle, or other vehicle. Any minor or emergency repair conducted by Homeowner must be done in a quiet manner that does not disturb others and is strictly limited to vehicles registered to Homeowner. A "minor or emergency repair" is a repair that can be completed in four (4) hours or less, such as changing a flat tire or spark plug.
3. Homeowners shall not use Community facilities for raising funds for any commercial purpose nor shall Homeowners allow or engage in any form of solicitation, except as specifically authorized by the MRL.
4. Homeowners shall not change the existing drainage or grading of a homesite, unless necessary to avoid damage from water accumulating on the homesite or running onto adjoining homesites and common areas. Homeowners shall promptly notify management and request and receive management's advance written approval in the event that Homeowners wish to change the drainage on a homesite.
5. Homeowners shall not drive a vehicle in the Community at a speed greater than is reasonable or prudent, having due regard for pedestrians, persons who may be playing in the streets, weather, visibility, traffic, and the road surface and width, and in no event shall any vehicle be driven at a speed which endangers the safety of persons or property. Homeowners shall not violate any written, noticed or posted traffic control rules or signs, including a posted stop, yield or speed limit sign, if any.
6. Homeowners shall not park any vehicle on the Community streets, except where posted signs, if any, specifically allow such on-street parking, and shall not park any vehicle in posted guest parking areas, unless visiting the clubhouse or other common area facilities. In addition to homesite driveways, Homeowners may park in designated Community parking areas that are not posted as guest parking areas. Temporary on-street parking is permitted, for no more than fifteen (15) minutes, with hazard lights flashing, to pick up/drop off persons and to make deliveries at the homesite. Homeowners shall not block another Homeowner's driveway or make it difficult or impossible for another Homeowner to drive into or out of that Homeowner's driveway.
7. Homeowners shall not park any inoperative vehicle on the homesite or anywhere else in the Community, except for storage of the vehicle in the recreational vehicle storage area of the Community if and only if management approves such storage. With the exception of golf carts, no un-registered vehicles are allowed anywhere in the Community. No motorized vehicle may be operated in the Community by any person who is not licensed.
8. For safety reasons, skateboards, skates, roller blades and scooters are prohibited in the common areas of the Community and on the Community streets.
9. Homeowners shall not use a homesite, home or any area of the Community for any unlawful purpose, including the violation of any local, state or federal law or regulation. Homeowners shall not plant, cultivate or possess any illegal substance, including marijuana, opium or similar illegal plants on the exterior of the homesite or use any illegal substance outside of the home or in any common area of the Community.

10. Homeowners are responsible for the supervision of their children and, for safety reasons, should not allow children under the age of fourteen (14) to use any of the following facilities unless accompanied by an adult, unless Homeowners have determined that it is safe to do so: swimming pool (as mandated by state law); spa (as mandated by state law); sauna (if applicable); clubhouse; clubhouse kitchen; golf or putting course (if applicable); or exercise equipment room area.
11. Homeowners shall not use cigarettes, cigars, pipes or other tobacco products in the clubhouse or any other enclosed building area in the common areas of the Community and shall obey signs banning smoking within a certain distance of a common area or building.
12. Homeowners and their guests shall not sleep outside of a home, except with the written consent of management. For example, neither Homeowners nor their guests may sleep in vehicles parked on the homesite, in sheds or in a recreational vehicle storage facility.
13. Homeowners shall not feed, water, shelter or confine any wild animals or birds, with the exception of hummingbird and small bird feeders. This includes putting any food outdoors or in the common areas of the Community.
14. Homeowners shall not make any outdoor fires on the homesite. This includes use of outdoor fireplaces and similar devices. (Standard barbecue devices, gas fire pits and UL approved outdoor heaters are allowed.)
15. Sewer System: It is important that the sewer system be kept clear of anything that would cause it to clog or not flow freely. Therefore, Homeowners shall not put the following in the sewer system: facial tissue, disposable diapers, paper towels, sanitary napkins or tampons, cotton balls, q-tips, grease, lard, oil, coffee grounds, or any other items that could cause the sewer system to clog or not flow freely. Management will not be responsible for any damage done to any home because of the stoppage or backing up of the sewer system due to the placement in the sewer system of any prohibited material. Homeowners acknowledge that the placement of any such prohibited material into the sewer system is difficult, if not impossible, to police. Homeowners, therefore, waive any and all claims for personal injury or property damage caused by a stoppage or backing up of the sewer system due to the placement of prohibited materials into the sewer system by any persons, known or unknown.
16. Trash: Homeowner shall not allow trash to collect anywhere on the homesite. All trash shall be kept in approved trash containers. Homeowner shall not bring trash or debris from outside of the Community, or from persons other than those residing at Homeowner's home, and deposit such trash into the Community's trash containers/dumpsters or into Homeowner's trash containers.
17. Homeowner shall not do anything that 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. No flammable, combustible, explosive or environmentally hazardous substance may be stored on the homesite (other than substances customarily used for normal household purposes, and then only in quantities necessary for household purposes). Homeowner shall not allow any environmentally hazardous substance, including, but not limited to, toxins, cleaning fluids, oil, grease or any substance defined as environmentally hazardous to be placed on any surface area in the Community or disposed of in the Community, including, but not limited to, toilets, drains, trash receptacles, dumpsters, surface areas, the sewage disposal system or any other trash, garbage or disposal area in the Community. Such substances must be physically removed from the Community and disposed of elsewhere in compliance with the law. Homeowners shall not engage in any activity in the Community which causes an environmental hazard or violates any law relating to environmental protection, hazards and other similar laws, including, but not limited to, changing the oil or engine coolant in any motor vehicle in any common area of the Community.

18. Homeowners, residents and guests shall not engage in any actions of any nature that may be dangerous or may create a health and safety problem or unreasonably disturb others. This includes, but is not limited to, any unusual, disturbing or excessive noise, intoxication, use, sale or distribution of illegal substances, quarreling, threatening, fighting, illegal conduct, profanity, or rude, boisterous, objectionable or abusive language, gestures or conduct. The brandishing or use of any weapon or inherently dangerous device, including, but not limited to, a bow and arrow, BB guns, knives, fireworks and firearms (guns), is expressly forbidden. Persons under the influence of alcohol or any other substance shall not be permitted in any common area of the Community.
19. Homeowners, residents and their guests shall not loiter in any common area of the Community and shall obey all local curfew laws.

H. USE OF COMMUNITY RECREATIONAL FACILITIES

Homeowners shall not use any of the Community's common areas or facilities for other than their intended uses and purposes.

The Community's clubhouse and recreational facilities may be used by Homeowners or residents during the hours posted at such facilities, but at no other time, without the prior written permission of management. These areas and facilities will be closed from time-to-time for maintenance and repairs.

The Community's clubhouse and recreational facilities may not be used for private parties or gatherings ("private uses"), without the prior written permission of management. Private uses which management may approve include a birthday, anniversary or wedding of a Homeowner, and meetings of a club or charitable organization of which a Homeowner is a member. Management generally will not approve private uses involving commercial or business activities. The Community may, at any time in the future, prohibit private uses of its facilities.

Any Homeowners wishing to obtain permission for private uses of the clubhouse facilities must: (a) pay a refundable cleaning/security deposit as may be required by management; and (b) complete in full and agree to the Community's Private Use of Clubhouse by Resident or Group form, a copy of which can be obtained from management. Management may require the reserving Homeowner to provide a private security service, at Homeowner's expense, to insure the safety of the Community facilities. Management may charge the Homeowner for the cost of any damage or injury or the cost of cleaning and may apply the refundable deposit to such costs. This paragraph does not apply to the activities referenced in Sections 798.50 and 798.51 of the MRL.

Uses of the Community's clubhouse and recreational facilities which are open to all Community residents take preference over private uses.

Sale of alcoholic beverages is prohibited and neither management nor the Community are responsible or liable for the use of alcoholic beverages by Homeowners or guests.

Homeowners and their guests use the Community's common area facilities at their own risk. Homeowners and their guests must abide by all signs and warnings posted at the common area facilities. For safety reasons, it is advised that Homeowners and their guests should not use the Community's recreational facilities alone (including without limitation, the swimming pool, spa, sauna (if applicable) and exercise room).

Important Notice concerning Community Facilities: Homeowners or guests who repeatedly violate the Community's Rules & Regulations may be banned from the use of Community facilities, including, but not limited to, the Community common areas, clubhouse, pool and spa areas and recreational facilities.

I. AGE OF RESIDENCY

This Community is intended to be operated as a Community for older persons where the housing units are occupied by at least one person age fifty-five (55) or older and all other occupants of those units are age forty (40) or older. Unless permitted by the MRL, in no event may a guest who is under forty (40) years of age occupy the Homeowner's homesite longer than a total of twenty (20) consecutive days or a total of thirty (30) days in a calendar year. Any guest who is occupying the Homeowner's homesite pursuant to Civil Code Section 798.34 may not remain in the Community upon the death of the Homeowner or if the Homeowner no longer resides in the Community.

J. GUESTS AND ADDITIONAL RESIDENTS

1. Homeowners shall acquaint all residents, other occupants, family and guests with these Rules. Guests must be accompanied by a resident to use the recreational and common area facilities of the Community unless otherwise agreed by management. Homeowners are responsible for all actions and the conduct of their residents, other occupants, family and guests and are liable for any damage or injury to persons or property they may cause. If the Homeowner will not be present, then Homeowner's guest may not occupy or use the home without management's consent.
2. We reserve the right to determine whether our recreational and other facilities can accommodate all Homeowners and their guests and, therefore, we may refuse any guest access to the facilities if the Homeowner's guest's presence would unreasonably detract from the use and enjoyment of these facilities by other Homeowners, or result in over-crowding of the facilities.
3. Guests shall not have any rights of tenancy in the Community. Except as limited by California law, no guest may stay with you more than a total of ninety (90) consecutive days or ninety (90) days in a calendar year. If you wish to add a person as a member of your household so they are not considered a "guest," you may only do so with our prior written consent, and after that person completes an application for additional occupant status and signs the Rules and other appropriate documents.
4. If the Homeowner moves from the Community for any reason, and the new prospective resident whom we approved to live with Homeowner remains in the home, then the new prospective resident must apply for tenancy, be accepted by management, and execute a rental agreement and other residency documents as may be required by the Community from time to time. Unless otherwise limited by law, this shall be treated as a sale or other transfer of the home or assignment of the homesite to that remaining resident and all rent increases provided for or allowed will be applicable and effective as to that remaining resident.
5. If you are living alone and wish to share your home with another person as may be allowed by Section 798.34(b) of the MRL, you may do so and no charge will be made. This additional person will be treated as a "guest" and will not have any rights of tenancy in the Community. We also require this additional person to sign the Rules or other documents reasonably necessary to protect our interest and the interests of other Homeowners. If the exceptions permitted by Sections 798.34(c) or (d) of the MRL apply, you and that other additional person must sign our required documents and the other person will not have any rights of tenancy.

K. NO WAIVER OF DEFAULT OR OTHERWISE, SEVERABILITY AND INTEGRATION

If Homeowner violates any of these Rules, and management fails to exercise any of its rights under the Rules or under applicable laws, management's failure shall not waive or otherwise excuse that violation, or any other violation. If any term or provision of these Rules is invalid, or partially invalid, such invalidity shall not affect the validity of any other term or provision of these Rules. These Rules, when effective, supersede all previous rules and supersede all prior oral representations concerning these Rules (whether

made by management or others), and cannot be amended except by a written notice of amendment to the Rules or by operation of law. These Rules do not create any additional rights or remedies on behalf of Homeowners or guests, but are intended to govern conduct in the Community and the use of Community facilities. These Rules also incorporate by reference other rules concerning use of Community facilities which are currently posted throughout the common areas of the Community. These Rules may be changed from time to time without the consent of the Homeowners under the provisions of the MRL.

L. STATEMENT OF NON-RESPONSIBILITY

Except for the negligence or willful conduct of the Community, the Community and management shall not be liable for injury to any person or for any property damage. For this reason, the Community suggests that Homeowners obtain adequate liability and property insurance.

M. SIGNS AND SELLING

Except as specifically permitted by these Rules or required by law, no signs or commercial activities are permitted. This includes, without limitation, "For Sale" signs or other signs advertising anything for sale or advertising any other commercial activity. No "auction," "garage or yard sales" or other similar activities are allowed without our prior written consent.

You are permitted to advertise the sale or exchange of your home; however, any sign(s) advertising your home for sale or exchange may not exceed the maximum size and number and may only be located in the place(s) specifically listed in the then-current provisions of the MRL.

N. LOT LINES AND LOT LINE MARKERS

The lot lines originally established at the time the Community was built and currently physically marked in the Community will be the lot lines used for all purposes regarding the present and future installation of homes and all other accessory structures, equipment and other improvements to the homesite. The only exception will be where the originally established lot lines were subsequently changed by us or someone else who owned the Community with the intention of deliberately altering such lot lines and, in those cases, the subsequently changed lot lines will remain in effect. We reserve the right to modify any lot line at any time provided that such modification is in compliance with applicable law.

O. ACKNOWLEDGMENT

You acknowledge and agree that you and the other members of your household have had the opportunity to read these Rules and all documents to which they refer and the opportunity to discuss these Rules with an attorney or any other advisor you might choose. You and the other members of your household agree to comply with all the terms of these Rules and the documents to which they refer. By signing below, you agree that these Rules are effective immediately on you and all members of your household and guests.

Homesite Number _____

Dated: _____

Dated: _____

Dated: _____

Dated: _____