

NEW APPLICATION CHECKLIST

Prospective Resident Name

Space #

Applicant Contact

Phone: _____

Email: _____

Agent: Name: _____

Phone: _____

Email: _____

- Application (one for each prospective resident)
- Copy of each prospective resident's I.D.
- Proof of Income
- Six months of bank statements
- Six months of income
- Credit score of 740 or higher
- Signed "Notice of Right to Cancel"
- Signed "Information for Prospective Homeowner" & addendum
- Signed "Mobile Home Rental Agreement Disclosure" & addendum
- Lease Provided
- Rules and Regulations provided
- Approval or Denial from Hillsboro Properties

Packet distributed by _____ on _____, 20__



**Forest
Gardens**

Manufactured Home Community

24001 Muirlands Boulevard
Lake Forest, CA 92630
P: 949.830.5800 F: 949.830.9786
office@forestgardens.net

APPLICATION FOR RESIDENCY

Space #: _____	Rent: _____	Date of application: _____
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Each person applying for residency must complete a separate application.

Please print clearly with blue or black ink. Incomplete applications and/or illegible information may delay application processing.

Personal Information:

Name of Applicant: _____

DOB: _____

Government issued photo ID: _____

Social Security Number: _____

Current address: _____
street city state zip

Email: _____

Phone: _____
home mobile

Name(s) of any other *resident* applicants:

Name(s) of any *additional occupant* applicants:

Previous Residency:

Current address: _____
street city state zip

Landlord or Mortgage Company: _____ # of years: _____

Landlord / Mortgage Co phone: _____ Monthly payment: _____

Prior address: _____
street city state zip

Landlord or Mortgage Company: _____ # of years: _____

Landlord / Mortgage Co phone: _____ Monthly payment: _____

Have you ever been evicted? _____ If yes, please explain, including address, dates of residency and amount of last rent: _____

APPLICATION FOR RESIDENCY

Employment:

Employer: _____ Phone: _____

Address: _____
street city state zip

Position: _____ Gross monthly salary: \$ _____

Supervisor: _____ Length of employment: _____ yrs. _____ mos.

If not employed, please provide source, amount and frequency of all income:

_____ \$ _____ per _____
 _____ \$ _____ per _____
 _____ \$ _____ per _____
 _____ \$ _____ per _____

Financial Information:

Name of Bank: _____ City: _____
 ___ Checking ___ Savings ___ Loan Acct #: _____

Name of Bank: _____ City: _____
 ___ Checking ___ Savings ___ Loan Acct #: _____

Credit Card: _____ Acct #: _____ how long: _____

Credit Card: _____ Acct #: _____ how long: _____

Credit Card: _____ Acct #: _____ how long: _____

References:

Business References:

Name: _____ City: _____ Phone: _____

Name: _____ City: _____ Phone: _____

Personal References:

Name: _____ City: _____ Phone: _____

Name: _____ City: _____ Phone: _____

APPLICATION FOR RESIDENCYNet Worth Statement:

ASSETS		LIABILITIES	
Asset Type	Value	Liability Type	Amount
Cash		Bank Notes Payable	
Stocks & Bonds		Other Accounts Payable	
Notes Receivable		Taxes Payable	
Real Estate		Other Liabilities	
Life Insurance (cash value)			
Personal Property (vehicles, etc.)			
TOTAL ASSETS:		TOTAL LIABILITIES:	

Total Assets \$ _____ - Total Liabilities _____ Net Worth: _____

Please provide verification if relying on this to qualify for residency.

Vehicles:

Please provide complete descriptions of all vehicles, boats, trailers, rvs, etc.

Number of autos: _____ Number of Boats: _____ Other: _____

Make: _____ Model: _____ Year: _____

License Number: _____ State: _____

Financed by: _____ Address: _____

Make: _____ Model: _____ Year: _____

License Number: _____ State: _____

Financed by: _____ Address: _____

APPLICATION FOR RESIDENCYPets:

If you have dogs or cats, please provide the following information.

Forest Gardens rules and regulations allow only one pet under 20 pounds per homesite.

Pet Name	Age	Type	Color/Description	Height	Weight
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By signing below, the prospective resident agrees that only one pet per homesite is allowed, and any pet which does not meet the standards required under the rules and regulations of the park may not be admitted to the park and must be re-homed before moving into the park.

Print Applicant Name	Signature	Date
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OR

If you have no pets, please sign below.

I have no pets.

Print Applicant Name	Signature	Date
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APPLICATION FOR RESIDENCY

I acknowledge that I have been advised of the rental options offered by the community if this application is accepted. Specifically, I may be offered a long-term lease which provides for limited rental increases at specific times for the entire term of the lease, or, as may be provided by local law or ordinance, a lease for a term of one year or a shorter term.

I further acknowledge that Forest Gardens management is not responsible for any statements or representations by any mobile home dealers or real estate salespersons with respect to our transaction with any seller of the mobile home. This includes rent levels and duration, anticipated changes in lease, rules and regulations, and services or facilities to be provided by the park, or the value of or condition of the mobile home to be purchased.

By signing below, I request Forest Gardens and Hillsboro Properties to check the listed credit references and representations. I represent and warrant that the information included in this application is true and correct and has been made for the purpose of informing Forest Gardens' management. I give permission to verify any and all information. In the event that any of the information included in this application cannot be verified by Forest Gardens management, or if supporting documentation is not provided when requested, Forest Gardens management has the right to deny my application. In the event of any misrepresentations by me, Forest Gardens will have grounds to cancel any agreement entered into which relies on the misrepresentation. I agree further that any obligations then owing by me to Forest Gardens or Hillsboro Properties become immediately due and payable as reasonable value thereof and that Forest Gardens management may immediately seek to rescind tenancy and cause the immediate removal of the mobile home then upon the space.

I understand that I, or any other prospective residents or occupants, shall have no rights of tenancy until a rental agreement has been signed by Forest Gardens' management and any and all prospective residents.

I acknowledge that in the event a rental agreement or lease is executed by both Forest Gardens and me, it is subject to approval of my mobile home as provided in the rental agreement.

By signing below, I warrant that I will purchase and take title to a mobile home to be occupied by me as a registered owner. I further warrant and certify under penalty of perjury, that at all times a registered owner holding title to the mobile home, aged fifty-five (55) years or older, will reside there as his or her primary residence. In addition, all other residents must be at least fifty (50) years old. I understand that proof of age is required to be on file.

I acknowledge that Forest Gardens *does not* permit subleasing of mobile homes in the park unless required by California Civil Code §798.23.5. No co-signers are permitted.

I solemnly declare and certify that the information in this application for residency, including any attached statements or supporting documents, both printed and written, give full, true and correct statements of my financial condition as of the date signed.

Signed:

Print Applicant Name

Signature

Date

PROSPECTIVE RESIDENT APPLICATION REVIEW CRITERIA
Updated July 18, 2023

1. **Credit score of no less than 740, as obtained by the corporate office.** Every credit bureau offers industries their own distinct credit scoring system. Those varied methods weigh credit and debt uniquely and can create discrepancies in an individual's credit score among agencies and between methods within those bureaus. Credit scores used to review prospective resident applications must be obtained by our corporate office using the scoring system we purchase through our contracted credit agency. We cannot accept or use scores obtained outside of our corporate office.

If a prospective homeowner would like a copy of his/her credit report at any time, the applicant should submit a written request to the onsite management office and we will process that request accordingly.

2. **A minimum gross income equal to three times (3x) the monthly base rent.** Applicant must provide: Six (6) current months of evidence of income. All evidence must be independently verifiable (such as payroll designation on a bank statement). Income that does not follow the move to the community, such as location-specific employment that will not continue upon move-in, will not be considered. For any employment transfers or work-from-home scenarios, applicant must provide documentation of such from employer. Also, generic "deposits" and/or transfers on bank statements will not be accepted as proof of income without being accompanied by evidence of the money's origin.

Investment and savings balances may be used to offset the lack of traditional income stream but the cost of the home in the community will be considered from those balances unless we are provided evidence of the home being purchased with other funds. Applicant must provide six (6) current months of savings or investment accounts in order to have that financial information considered as part of the application review. Applicant may also include funds through the pending or closed sale of a home as consideration but must include an escrow statement with detailed financial breakdown. Listing agreements and sales contracts will not be considered.

All applicants who intend to reside together and sign the same rental agreement will have their financial information evaluated jointly.

Management has the right to deny an application if the applicant has not demonstrated the financial ability to pay rent and other charges (considering the criteria outlined above), has committed fraud, deceit or concealment of material facts during the application process or management determines that prospective purchaser will be unable to comply with the Rules and Regulations based on prior tendencies or tenancy history.



NOTICE OF RIGHT TO CANCEL

Name(s): _____ Site #: _____

We provide a 'read only' copy of the Forest Gardens rental agreement so that you can review it completely while we process your application for residency.

1. You have 30 days to inspect and review the rental agreement.

2. You may cancel and void the rental agreement by notifying Forest Gardens management in writing with 72 hours of signing/accepting the agreement.

Applicant Signature Date

Applicant Signature Date



INFORMATION FOR PROSPECTIVE MOBILE HOME OWNERS

As a prospective mobile homeowner, you are being provided with certain information you should know prior to applying for tenancy in a mobile home park. This is not meant to be a complete list of information. Owning a home in a mobile home park incorporates the dual role of homeowner (owner of the mobile home) and park resident or tenant (also called a homeowner in the Mobile Home Residency Law). Under Mobile Home Residency Law homeowners are responsible for paying the amount necessary to rent the space for your home and for other fees and charges as described in this document. Homeowners must also agree follow certain rules and regulations to reside in the park.

If you are approved for tenancy, and your tenancy commences with the next 30 days, your beginning monthly homesite rent will be \$_____ for space number_____. In addition to the monthly rent, you will be obligated to pay the park the fees and charges listed on page 2 of this document. Other fees or charges may apply, depending upon your specific requests. Metered utility charges are based on actual use. Management shall describe the fee or charge and a good faith estimate of each fee or charge.

Some spaces are governed by an ordinance, rule, regulation or initiative measure that limits or restricts rents in mobile home parks. These laws are commonly known as "rent control." Prospective purchasers who do not occupy the mobile home as their principal residence may be subject to rent levels which are not governed by these laws. (Civil Code §798.21) Long-term leases specify rent increases during the term of the lease. By signing a rental agreement or lease for a term of more than one year, you may be removing your rental space from a local rent control ordinance during the term, or extension, of the lease (if a local rent control ordinance is in effect for the area in which the space is located). A fully executed lease or rental agreement, or a statement signed by Forest Gardens management and you stating that all parties have agreed to the terms and conditions of the rental agreement is required to complete the sale or escrow process of the mobile home.

You have no right to tenancy without a properly executed lease, rental agreement, or statement as described above. (Civil Code §798.75) If Forest Gardens management collects a fee or charge from you in order to obtain a financial report or credit rating, the full amount of the fee or charge will be either credit toward your first month's rent or, if you are rejected for any reason, refunded to you. However, if your application is approved and you elect not to purchase the mobile home for any reason, we may retain the fee to defray administrative costs. (Civil Code §798.74) We encourage you to carefully read the copy of the lease or rental agreement and Forest Gardens Rules and Regulations which are provided to every applicant, as well as the Mobile Home Residency Law. We will provide copies upon request. We urge you to read these documents before making the decision to become a mobile home park resident.

Continued on next page

ADDENDUM TO
MOBILE HOME PARK
RENTAL AGREEMENT DISCLOSURE

This addendum was entered into on the same date as the attached Mobile Home Park Rental Agreement Disclosure and is incorporated herein by reference. In addition to what is stated on the Mobile Home Park Rental Agreement Disclosure, we are advising you of the following:

<p>Item G. -- While we are not aware of any substantial defects associated with our gas, electric or water systems, we do, on occasion, experience typical problems associated with these services which may cause a short interruption of service to homeowners so that repair and/or maintenance may be performed.</p>

<p>Item ____</p>

<p>Item ____</p>

<p>Item ____</p>

Additional Information:

1. The nature of the zoning under which the park operates is **PC-1**
2. The park is operating under a conditional use permit.
3. _____
4. _____
5. _____

I have reviewed the above information which is an addendum to the Mobile Home Park Rental Agreement Disclosure.

Print Name

Signature

Date

I / We acknowledge receipt of a completed copy of the park owner / manager statement.

Applicant Name

Signature

Date

Applicant Name

Signature

Date

INFORMATION
FOR PROSPECTIVE MOBILE HOME OWNERS

Current additional charges and fees, frequencies and amounts:

Monthly Charges:

Water:	metered monthly usage charges
Gas:	metered monthly usage charges
Electricity:	metered monthly usage charges
Sewer:	\$22.81
Trash:	\$14.26

Annual Charges:

Weights & Measures:	\$ 9.00 billed in September
HCD State Fee	\$ 2.00 billed in December
MRLPP State Fee	\$ 10.00 billed in February

The undersigned acknowledge(s) receipt of a completed copy of this document.

Forest Gardens representative:

Print Name	Signature	Date
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Prospective Homeowner:

Print Name	Signature	Date
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Print Name	Signature	Date
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MOBILE HOME PARK RENTAL AGREEMENT DISCLOSURE

This disclosure statement concerns the park known as Forest Gardens, located at 24001 Muirlands Boulevard, in the city of Lake Forest, County of Orange, State of California.

This statement is a disclosure of the condition of the park and park common areas as of Forest Gardens in compliance with California Civil Code §798.75.5. It is not a warranty of any kind by the mobile home park owner or management and is not a substitute for any inspection by the prospective homeowner/lessee of the space to be rented or leased, or of the park, including all common areas referenced in this statement. This statement does not create any new duty or new liability on the part of the mobile home park owner or management or affect any duties that may have existed prior to the enactment of Civil Code §798.75.5, other than the duty to disclose the information required by the statement.

1. Is the owner or management of Forest Gardens aware of any of the following?

Park or common area facility	B		C		D		E		F		G		H	
	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO
Clubhouse	x		x		x		x		x		x		x	
Walkways	x		x		x		x		x		x		x	
Streets, roads, access	x		x		x		x		x		x		x	
Electric utility system	x		x		x		x		x		x		x	
Water utility system	x		x		x		x		x		x		x	
Gas utility system	x		x		x		x		x		x		x	
Common area lighting	x		x		x		x		x		x		x	
Septic/sewer system	x		x		x		x		x		x		x	
Playground		x												
RV storage/parking	x		x		x		x		x		x		x	
parking areas	x		x		x		x		x		x		x	
Pool/Jacuzzi	x		x		x		x		x		x		x	
Laundry room	x		x		x		x		x		x		x	
Other common area		x												

Column B: Does the park contain this facility?

Column C: Is the facility in operation?

Column D: Does the facility have any known substantial defects?

Column E: Are there any uncorrected park citations or notices of abatement relating to the facilities issued by a public agency?

Column F: Is there any substantial, uncorrected damage to the facility from fire, flood, earthquake or landslides?

Column G: Are there any pending lawsuits by or against the park affecting the facilities or alleging defects in the facilities?

Column H: Is there any encroachment, easement, non-conforming use, or violation of setback requirements regarding this area or facility?

2. If there are other important park or common area facilities, please specify:

Refer to the attached "Addendum to Mobile Home Park Rental Agreement Disclosure."

3. If any item in column C is marked 'no' or any item in column D, E, F, G or H is marked 'yes' explain:

Refer to the attached "Addendum to Mobile Home Park Rental Agreement Disclosure."

The owners/managers states that the information herein has been delivered to the prospective homeowner/lessee a minimum of three (3) days prior to the execution of a rental agreement and is true and correct to the best of their knowledge as of this date.

Owner/Manager: _____ Signature: _____ Date: _____

I/We acknowledge receipt of a completed copy of this statement.

Prospective Homeowner: _____ Signature: _____ Date: _____

Prospective Homeowner: _____ Signature: _____ Date: _____

LEASE AGREEMENT

THIS LEASE AGREEMENT WILL BE EXEMPT FROM ANY ORDINANCE, RULE, REGULATION OR INITIATIVE MEASURE ADOPTED BY A LOCAL GOVERNMENTAL ENTITY WHICH ESTABLISHES A MAXIMUM AMOUNT THAT A LESSOR MAY CHARGE A LESSEE FOR RENT.

This Rental Agreement is entered into this _____ day of _____, 20__ by and between Forest Gardens Mobile Home Park (lessor) and _____ and _____ (lessee).

1. **RENTAL OF HOMESITE**

1.1. **Rental.** Lessor hereby agrees to rent to lessee, and lessee hereby agrees to rent from lessor, that certain real property known as *homesite* # _____, 24001 Muirlands Bl, Lake Forest, CA 92630 (the 'homesite'), located in Forest Gardens Mobile Home Park (the 'park'). Lessee's lease of the homesite shall include to right to use, in common with others and in strict compliance with the park's Rules and Regulations (the 'rules'), the common facilities of the park.

2. **TERM**

2.1. **Term.** Unless terminated earlier as provided in this agreement or by law, the term of this agreement shall be for _____ months commencing on _____, 20__ and ending on _____, 20__.

3. **RENT**

3.1. **Rent.** On or before the first day of each calendar month during the term hereof, lessee shall pay to lessor as monthly rent for the homesite, the sum of _____ dollars (\$_____) as adjusted by ¶ 3.2 and 3.3 below. If the term of this agreement commences on a day other than the first day of a calendar month, then the monthly rent payable for such partial month shall be prorated on the basis of a thirty (30) day month. Rent and the increases specified in ¶3.3 below shall be paid by lessee to lessor, in advance, without deduction, offset, prior notice or demand, in lawful money of the United States of America at lessor's office located within the park, or to such other person or at such other place as lessor from time to time may designate in writing.

Failure by lessee to pay rent when due shall constitute and event of default thereof by lessee under this agreement, giving rise to all other remedies afforded lessor under this agreement and by law for nonpayment of rent.

No security which may or hereafter be furnished to lessor for the payment of rent hereunder, or for the performance by lessee of the other terms of this agreement, shall in any way be a bar or defense to any of lessor's remedies set forth in this agreement or under law.

- 3.2. Adjustment of current rent. On or after the first rent adjustment date, as defined below, and on or after each and every rent adjustment date thereafter, the then-existing rent shall be increased by an amount equal to the percentage change in the price index level for the Los Angeles-Riverside-Orange County Consumer Price Index, All Urban Consumers, as published by the Bureau of Labor Statistics of the U.S. Department of Labor, for the most recent twelve month period prior to the date the rental increase notice is sent, multiplied by the then-existing rent, but in no event by less than 3% of the then-existing rent.
- 3.3. Increase in certain operating expenses, tax expenses and utilities. Commencing on or after the first rent adjustment date during the term of this agreement, and on or after each and every rent adjustment date thereafter, lessee shall pay to lessor with each monthly installment as addition rent, lessee percentage share as defined below of the following:
- 3.3.1. Services required by government agency. The amount of any new or increase in cost to the lessor of services which a governmental entity requires be provided to the lessees of the park, (including those provided by quasi-governmental agencies or private contractors) including, but not limited to, permits, fire protection and paramedic services; plus
- 3.3.2. Taxes. The amount of any new or increase in taxes for the park. The term 'taxes' is defined as all general and special real estate taxes, personal property taxes, bonds, fees, charges and surcharges and assessments, whether actually paid or unpaid, levied upon or payable in connection with or referable to the land and/or lessor's improvement to the land constituting the park or the use thereof by lessor including any taxes, assessments, or charges, levies or assessments either of off-site or on-site improvements or in lieu of real property taxes. And also including any tax or excise on or assessed against lessor and all reasonable real estate tax consultant expenses and attorney's fees incurred for the purpose of maintaining an equitable assessed valuation of the park; plus
- 3.3.3. Insurance. The amount of any new or increase in premiums and other charges to the lessor of fire, other casualty, rent and liability insurance, any other insurance as is deemed necessary or advisable in the reasonable judgment of lessor, or any insurance required by the holder of any mortgage on the park, the cost of repairing an uninsured casualty and the cost of repairing an insured casualty to the extent of the deductible amount under the applicable insurance policy and the cost of risk management advisory services employed for the purpose of reducing lessor's insurance costs; plus
- 3.3.4. Utilities. The amount of any new or increase in existing cost to lessor of utilities provided for lessor's park operations and common area purposes, including without limitation, gas, water, electric, sewer, garbage, telephone services and television services. Lessor reserves

the right at any time to sub-meter or breakout the individual costs of each utility bill as a separate line item or require the tenant to pay any utility provided directly; plus

3.3.5. Capital improvements. The cost of any capital improvement made by lessor to the park or capital assets acquired by lessor for use in the operation of the park, such cost or applicable portion to be amortized over the useful life thereof, together with a reasonable rate of return of twelve percent (12%). The cost of capital assets shall include, without limitation, the cost of construction, installation or replacement of physical improvements, streets, sewer, electrical, or other similar facilities, and furniture, draperies, carpeting, landscaping, and other customary and ordinary items of personal property and decorative items provided by lessor for use in the common areas of the park or in the building office located in the park; plus

3.3.6. Government or quasi-government fees. In the event any government within which the park is located imposes any fees on the lessor, such fees shall be passed-through to lessee as additional rent in the next month after such fees are imposed.

3.4. Lessee's percentage share. 'Lessee's percentage share' shall equal $1/494^{\text{th}}$ which is based on the number of homesites in the park.

3.5. Rent adjustment date. The rent adjustment date in the park is March 1st each year. In the event that lessor, for any reason, fails or neglects to provide lessee with a rent increase effective on the rent adjustment date in any year lessor's entitlement to a rent adjustment for that year is not forfeited or waived. Rather, lessor shall be entitled to implement a rent adjustment for that year after the rent adjustment date, provided that lessee receives at least 90 day written notice of such adjustment. In that event, the rent adjustment date for the following year and each subsequent year shall remain March 1st.

3.6. Late charges and fees. The increases listed in ¶3.3 must be included with the rent payment. The payment will be considered late if it is received in the lessor's office in the park later than midnight on the 6th day of the month. Lessee acknowledges that late payment of any installment of rent or ¶3.3 increase will cause lessor to incur costs not contemplated by this agreement and that the exact amount of such costs would be extremely difficult and impracticable to fix. Such costs include without limitation processing and accounting charges, late charges that may be imposed upon lessor by the terms of any encumbrance secured by the park and the loss of the use of the delinquent funds. Therefore, if any installment of rent, ¶3.3 increases, or utilities or any other charges are not received when due, lessee shall pay lessor on demand a late charge of 5% of rent due. Additionally, lessee shall pay lessor as an administrative fee a return check charge of twenty-five dollars (\$25.00) for each check which is returned for any reason, plus a returned check charge. The late and returned check charges may be changed at any time by notice to lessee. After having received a returned check, lessor at any time thereafter may require lessee to pay any and all future rent in the form of a cashier's check, certified check or

money order. Acceptance by lessor of any late payment shall not constitute a waiver by lessor of its right to require payment in legal tender or to enforce any provision of this agreement after default on the part of lessee. Cash will not be accepted for payment of monthly billing.

4. UTILITIES

4.1. Provided utilities. The following utilities will be provided to lessee and will be billed to lessee on the monthly statement along with and payable as rent: Electricity, Gas, Water, Sewer, Trash. These services may be amended per ¶5.5 and 16.11.

5. PHYSICAL IMPROVEMENTS AND SERVICES.

5.1. Lessor's responsibilities. Lessor is responsible for providing and maintaining the physical improvements in the common facilities of the park in good working order and condition. With respect to a sudden or unforeseeable breakdown or deterioration of these improvements, the management shall have a reasonable period of time to repair the sudden or unforeseeable breakdown or deterioration and bring the improvements into good working order and condition after management knows of the breakdown or deterioration. A reasonable period of time shall be as soon as possible in the situations affecting health or safety conditions, and shall not exceed 30 days in any other case except where exigent circumstances justify a delay.

5.2. Providing physical improvements. Lessor shall provide the following physical improvements in the park: clubhouse, coin-operated laundry, restrooms, streets, seasonally heated swimming pool, tennis courts. These services may be amended per ¶5.5 and 16.11.

5.3. Fees for maintenance services. After written notification to lessee and the failure of the lessee to comply within fourteen (14) days, lessor may charge, but is not obligated to, a reasonable fee for service relating to the maintenance of the land and premises upon which lessee's mobile home is situated in the event lessee fails to maintain such land or premises in accordance with the Mobile Home Residency Law, any other federal, state or local laws, regulations, ordinances, or orders or the park Rules and Regulations or architectural specifications. The written notice shall state the specific condition to be corrected and an estimate of the charges to be imposed by the lessor if the services are performed by the lessor.

5.4. Inability to provide services. If the lessor is unable to provide services of physical improvements (including utilities), or if the provision of services of physical improvements (including utilities) is in any way prevented, delayed or stopped due to strikes, walk-outs, or other labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes for the, governmental restrictions, regulations or controls, judicial order, fire, flood, drought, or other natural disaster or casualty, breakage, repairs or other causes beyond the reasonable control of lessor, lessor's performance of these obligations will be excused for the time period equal to the delay. Lessee will remain responsible, without abatement or reduction, for the rent and other charges to be paid by lessee under the terms of this agreement. Lessor will not be liable under any

circumstance for loss of or injury to property occurring through or in connection with or incidental to the failure to furnish any service or physical improvement including utilities.

5.5. Changes in services. Lessor may, upon notice as required by law, amend, delete add or modify any of the services or physical improvements (including utilities) provided, or the standards of maintenance of physical improvements.

6. REPRESENTATIONS AND WARRANTIES.

6.1. Representations. Lessee represents and warrants that the information lessee will provide to lessor pursuant to this agreement, the Rules and Regulations, the Rental Application or any other documents regarding lessee, other members of lessee's household or lessee's mobile home will be true and correct. Lessee agrees to promptly notify lessor, in writing of any change in information provided to lessor.

6.2. Warranties. If, on the date of this agreement, there is not a mobile home located on the homesite, or if lessee is to remove the mobile home located on the homesite and replace it with another mobile home, lessee shall separately represent in writing to lessor the make, model, type, size, age and condition of the mobile home which will occupy the homesite and the accessory equipment and structures which will be a part of or installed with the mobile home. Lessee warrants to lessor that all representations made regarding the mobile home and all accessory equipment and structures prior to their being placed on the homesite are true and accurate. Lessor may inspect the mobile home and the accessory equipment, and lessee agrees not to substitute another mobile home or accessory equipment and structure for the ones approved by lessor unless they meet all of lessor's requirements and specifications. If lessor determines that said representations are not true and accurate, then lessor may refuse to accept the mobile home or the accessory equipment and structures for installation. Inspection by lessor may be made at the time the mobile home and the accessory equipment and structures arrive at the park. The mobile home and the accessory equipment and structures shall not be allowed to remain within the park unless they are inspected and approved for occupancy by the California Department of Housing and Community Development or the appropriate government agency with the authority over the necessary inspections and/or permits. No change in the condition of the homesite may be undertaken without lessor's prior written consent. The park includes 100 amperage electrical service at each space and no more. Lessee or their agent shall not add to or delete from the breaker in the park pedestal and in no event may the amperage at the pedestal be changed or modified by lessee or his agent.

7. TAXED AND LIENS.

7.1. Taxes. Lessee shall pay directly to the assessing body or party, when due, all municipal, county, state and federal property taxes on lessee's mobile home and other property owned by lessee, and any other taxes or assessments levied upon the homesite, lessee or lessor in connection with

the use and occupancy of the homesite by lessee. This includes property taxes on accessory equipment and structures, including, but not limited to, awnings, skirting, storage sheds, steps and porches, and other improvements made or installed by lessee, former lessees or by persons other than lessor.

7.2. Liens. Lessee agrees he will not allow a lien, claim or demand arising from any work, construction, repair, restoration, maintenance or removal done for lessee, or for lessee's mobile home or homesite, to be imposed against the park and lessee will cause all liens, claims and demands to be immediately removed. Lessee agrees to hold the park free and harmless from all liability for any and all such liens, claims or demands, together with all costs and expenses, including but not limited to attorney's fees, court costs incurred by lessor or by the park in connection with them. If any such lien, claim or demand is made, lessor may require lessee to discharge it within thirty (30) days either by payment, deposit or bond. If lessee fails to do so, then in addition to any other rights or remedies lessor may have, lessor may but is not obligated to, procure the discharge of the lien, claim or demand by either paying the amount claimed to be due by deposit in court or bonding. Any amount lessor pays or deposits plus all other costs and expenses lessor incurs procuring the discharge of the lien, claim or demand, including reasonable attorney's fees and costs in defending or bringing such action and interest actually incurred by lessor or twelve percent (12%) per annum, whichever is higher, shall be payable by lessee to lessor on written demand.

8. PARK RULES AND REGULATIONS.

8.1. Rules and Regulations. The park Rules and Regulations attached hereto as Exhibit A are incorporated herein by reference as though set forth in full.

8.2. Improvements. Subject to the limitations of California Civil Code §798.37.5, all plants, shrubs and trees placed on the homesite, as well as all structures permanently embedded in the ground at the homesite, blacktop or concrete or any other structure permanently attached to the ground of the homesite, shall be maintained, repaired and when necessary, removed and replaced by lessee at lessee's sole expense and responsibility and lessee shall be completely responsible for each of them. Tree maintenance shall include, but not be limited to, trimming and removal of the trimmings. Lessee is required to do all reasonable and normal maintenance on trees so as to prevent, wherever reasonably possible, any tree from posing a 'specific hazard' as that term is used in California Civil Code §798.37.5. This includes trimming of limbs, removal and maintenance of root systems and removal of trimmings and dead branches, limbs and trees. No tree may be planted without park management's express approval in writing.

8.3. Driveways. Subject to the limitations of California Civil Code §798.37.5, driveways are the responsibility of the lessee(s). Lessee is expected to maintain driveways in a clean, safe and attractive condition. Periodic replacement, at lessee's sole expense, may be required based on

wear and deterioration. Management reserves the sole right to determine if a driveway is beyond repair and needs replacement.

9. COMPLIANCE WITH LAW AND RULES AND REGULATIONS.

9.1. Compliance. Lessee agrees to comply with all applicable laws, ordinances, regulations and all terms and provisions of this rental agreement, the Rules and Regulations, and all terms and provisions contained in any document referred to in this rental agreement, as they may be changed by the park per the terms of this agreement.

10. MOBILE HOME RESIDENCY LAW.

10.1. Mobile home residency law. The Mobile Home Residency Law is attached hereto as Exhibit B and incorporated herein by reference. Lessor and lessee agree to comply with all provisions of the Mobile Home Residency Law and other applicable state and local laws and ordinances to the extent such laws and ordinances are constitutional. Any additional rights granted to lessor or lessee as a result of amendments to the Mobile Home Residency Law or other applicable state or local laws and regulations may be enforced by lessor and lessee to the extent such laws and ordinances are constitutional.

10.2. No effect on statute of limitations. The incorporation into this agreement of the Mobile Home Residency Law is for the purpose of advising lessee of the rights and duties of lessee and lessor under that Law. The incorporation into this agreement of the Mobile Home Residency Law is not intended to alter the rights and duties of the parties, to give any party any additional rights than such party would have had if the Mobile Home Residency Law were not incorporated into this agreement, or to extend the statute of limitations of any claim brought under the Mobile Home Residency Law.

11. TERMINATION OF TENANCY.

11.1. Termination of tenancy. This rental agreement may be terminated by lessor as allowed by law.

11.2. Holding over. If lessee remains in possession of the homesite after the expiration of the term of this agreement and has not executed a new rental agreement, said possession by lessee shall be deemed a month-to-month tenancy under the same terms and conditions. Notwithstanding anything contained in this agreement to the contrary, lessor may also, upon ninety (90) day notice to the lessee, increase the rent then in effect and increase other charges of the park without limitation.

11.3. Eminent domain. In the event of the taking of all or any part of the premises for any public use by right of eminent domain or private purchase in lieu thereof, or in the event the utility systems or other portions of the park are or will be affected by the condemnation to the point where, in lessor's sole opinion, it is not economically desirable to continue operating in the

park, lessor will have the right to terminate this agreement as of the date the public or quasi-public authority takes possession. No award for any partial or entire taking shall be apportioned between lessor and lessee, and lessee hereby waives and renounces any interest in any bonus value in either the agreement interest or the mobile home, and assigns to lessor any award made in any condemnation proceeding for any such taking or private purchase in lieu thereof. Any award for the taking of all or any part of the homesite under the power of eminent domain or any payment made under threat of the exercise of such shall be the property of lessor, whether such award or payment shall be made as compensation for diminution in value of the leasehold or for the taking of the fee or as severance damages. However, lessee shall have the right to obtain an award for loss of or damage to lessee's removable property.

12. TRANSFERS OF INTEREST.

12.1. Transfer of lessor's interest in the park. In the event lessor transfers its interest in the park, lessor's successor in interest shall assume all obligations hereunder, and lessor shall be relieved automatically of any obligations hereunder which occur after the date of such transfer.

12.2. Subordination and attornment. Lessor hereby reserves the right to sell, place liens on, encumber, mortgage or convey by deed of trust the park or any part thereof, and in such event this agreement, at lessor's option, shall be subject and subordinate thereto and to any renewals, extensions or replacements of this agreement. Lessee agrees to, and shall, on written request of lessor do so when and as required by him, execute, acknowledge and deliver to lessee, or the recipient designated by him, all document required to subordinate lessee's rights under this agreement to any such sale, lien, encumbrance, mortgage or deed of trust, as the case may be.

12.3. Sale of the mobile home. Lessee may sell his mobile home at any time pursuant to the rights and obligations of lessee and lessor under the Mobile Home Residency Law and other applicable law. Lessee must immediately notify lessor in writing of lessee's intent to sell his mobile home. Lessee understands that this rental agreement will remain in effect and lessee will be liable to pay rent as set forth in this agreement whether or not the lessee occupies the space or maintains a mobile home at the space for the term of this rental agreement.

12.4. Approval of purchaser and subsequent lessees. If lessee's prospective buyer intends for the mobile home to remain in the park, the prospective buyer must do the following before occupying the mobile home:

- a) Complete an application for tenancy
- b) Qualify and be accepted by park management for tenancy
- c) Execute an assumption of this agreement or, enter into a new rental agreement if the lessor, in his sole discretion, has offered such new rental agreement
- d) Execute all other forms and agreements required by lessor.

Lessee agrees that lessee will not sell or otherwise transfer lessee's mobile home to anyone who does not agree to accept an assignment of this rental agreement unless the prospective buyer is offered and

has accepted a new rental agreement from lessor. If the prospective buyer is not accepted by lessor or fails to execute a new rental agreement or assume this agreement, he will have no rights of tenancy. A new rental agreement and other residency documents, including the park Rules and Regulations, may contain different terms than this agreement.

- 12.5. Assumption of agreement. Lessee shall assign his or her interest in this agreement upon the sale of lessee's mobile home, and a purchaser (the transferee) may be allowed to assume the lessee's interest in this agreement, so long as the following are satisfied:
- a) The provisions of ¶ 12.4 regarding approval of the purchaser and subsequent lessees are complied with
 - b) Lessee is not in arrears in his rent at the time of assignment
 - c) Lessee is not in violation of park Rules and Regulations or any provision of this agreement
 - d) Lessor has chosen not to offer purchaser a new rental agreement in lieu of this one.

Lessor retains the option to increase the rent in effect for the month immediately preceding the date of the assumption of this agreement by a maximum of seventy-five dollars (\$75.00). Said increase shall be in addition to any other rental adjustments provided in this agreement.

- 12.6. Further assurances. Lessee agrees to do such other things and to execute and deliver to lessor such additional documents as lessor may reasonably require to protect lessor's interest in conjunction with the sale of the mobile home.
- 12.7. Removal on sale. Lessor may, in order to upgrade the quality of the park, require the removal of a mobile home from the homesite upon the sale to a third party in accordance with the provisions of the Mobile Home Residency Law and other applicable law.
- 12.8. Subletting of the mobile home. Subletting of the mobile home is only allowed under California Civil Code § 798.23.5 and in compliance with the Rules and Regulations of Forest Gardens Mobile Home Community.

13. INDEMNIFICATION.

- 13.1. Indemnification. To the full extent permitted by law, lessee shall and indemnify and hold lessor harmless from and against all liability for claims, losses, injuries, actions, causes of actions, including and without limitation, personal injury or death and property damage, however caused arising out of or relating to any act or omission of lessee, his guests, licensees, invitees, agents or others in on or about the homesite or the park, or in connection with the use of the homesite or the park, and shall advance all expenses of defending such claims made against lessor, including reasonable attorney's fees and costs. Lessee further agrees to advance all expenses of defending such claim made against lessor.

14. INSPECTION OF PREMESIS AND APPROVAL.

- 14.1. Inspection before signing. By signing this agreement, lessee acknowledges that he has carefully inspected the space to be rented and all the park's facilities and has found them to be, in every respect, as represented by the park to lessee, whether orally or in writing.
- 14.2. Common area deficiency. If, at any time, lessee believes that there exists a deficiency in the maintenance, repair, or upkeep of the common areas or utility systems of the park, lessee agrees to notify park, as soon as reasonably practicable, in writing, of the specific nature of such deficiency, and to request that such deficiency be remedied. For purposes of this agreement, 'common areas' or 'utility systems' shall be defined as those items for which the lessor is responsible for maintenance as specified in California Civil Code § 798.15(d), including, but not limited to, the utility systems up to and including the utility pedestal on lessee's space.
- 14.3. Lessor's responsibility. Upon receipt of the written notice specified in ¶14.2 above, lessor shall investigate same, and if necessary, remedy the deficiency. Park shall notify lessee, in writing, of the results of its investigation and the status of any remedial work done or to be done.

15. ARBITRATION OF DISPUTES.

- 15.1. Agreement to arbitrate. If, upon receipt of park's response specified in ¶14.3 of this agreement, a dispute between the lessee and lessor still exists regarding the alleged deficiency, lessee or lessor may require arbitration of the matter by following the procedures set forth herein. It is hereby agreed that said arbitration procedure is the sole and exclusive legal remedy for disputes regarding claimed deficiencies as set forth in ¶14.3. Matters of eviction, unlawful detainer, or items other than deficiencies described in ¶14.3, are not subject to arbitration.
- 15.2. Invoking arbitration. In order to invoke the arbitration process, the party desiring arbitration shall notify the other party in writing within the applicable statute of limitations under California law. Said notice shall specify the election to arbitrate and shall set for the issues to be arbitrated. Said notice shall further include the name of an arbitrator selected by the party desiring arbitration to rule upon the dispute.
- 15.3. Receipt of notice. Upon receipt of the notice specified in ¶15.2, the responding party shall within ten (10) days notify the requesting party of its selection of a second arbitrator to rule upon the dispute. Thereafter, and within thirty (30) days, the two named arbitrators shall mutually select a third arbitrator and the matter shall be arbitrated before the three-member arbitration panel. If the two named arbitrators are unable to agree upon a third arbitrator, the third arbitrator shall be appointed by the presiding judge of the Orange County Superior Court.
- 15.4. Conduction of arbitration. The arbitration shall be conducted in the English language before the three-member arbitration panel pursuant to the provisions of Title 9 of Part 3 of the California Civil Code of Procedure, commencing with §1282. Any person requiring an

interpreter for the proceedings must do so at his or her own expense. Any party to the arbitration may cause the proceedings to be transcribed by a certified shorthand reporter at such party's sole expense, and such transcript shall be deemed the official record of the proceedings, along with such pleadings and exhibits which the arbitration panel accepts by majority vote. In the event that no party elects to have the proceedings transcribed by a certified shorthand reporter, the official record of the proceedings shall consist of the pleadings and written exhibits accepted by the arbitration panel. A written award including findings of fact and conclusions of law shall be provided to the parties at the conclusion of the arbitration proceedings. Any decision of the arbitration panel shall be final and binding, but shall have no *res judicata* or collateral *estoppel* effect, and shall be binding only between the actual parties to such an arbitration. The arbitration panel shall have the jurisdiction and authority to award any relief that a Superior Court Judge would have the authority and jurisdiction to award, and no more. The arbitration award is reviewable by petition to the Superior Court in the County in which the arbitration was conducted, in the event that either party believes they were denied a fair hear, there was a prejudicial abuse of discretion by the arbitration panel, or the findings of the arbitration panel are not supported by the evidence. Said petition to the Superior Court shall be identical both substantively and procedurally to the procedures prescribed in California code of Civil Procedure §1094.5 through, and including, §1097.

- 15.5. Disputes involving arbitrable and non-arbitrable issues. If a dispute between the lessor and lessee involves issues subject to arbitration and issues not subject to arbitration, the issues subject to arbitration shall proceed first and separately to completion through the arbitration process prior to any judicial action being commenced on the issues not subject to arbitration. However, if the issues not subject to arbitration involve an action for termination of tenancy pursuant to California Civil Code § 798.56 or an action for injunctive relief brought pursuant to California Code of Civil Procedure § 527.6 or California Civil Code § 798.87(b) or § 798.88, or to preserve a party's equitable rights appertaining to any issue subject to arbitration prior to resolution by arbitration, such matter not subject to arbitration shall proceed to judgment even though related to a dispute subject to arbitration.
- 15.6. Costs of arbitration. Each party shall bear the cost, if any, of the arbitrator they select. Costs for the third arbitrator and other costs actually incurred by the arbitration panel, such as copying of documents, long distance telephone charges, postage and other such items necessary to allow the arbitration panel to confer and issue its award shall be borne equally by the parties, and shall be set by the three-member arbitration panel. In the event that lessee is able to demonstrate to the arbitration panel that he or she is financially incapable of paying all, or any portion, of the arbitration costs to be borne equally by the parties, as determined in the sole discretion by majority vote of the three-member arbitration panel, then said costs, or that portion of the costs which lessee is unable to pay, shall be borne by the park in order to permit lessee to participate in the arbitration proceedings. In order to be relieved of the obligation to pay lessee's portion of the arbitration costs, or to reduce the amount thereof, lessee shall submit such request to the

arbitration panel at the commencement of the arbitration proceedings, and lessee shall provide such financial or other information as the arbitration panel deems appropriate in order to make a determination on this issue. Whenever reasonably possible, the arbitration proceedings will be conducted at the mobile home park premises. In the event that it is not reasonably possible to conduct the proceedings at said premises, a neutral location shall be selected by majority vote of the three-member arbitration panel, and any costs associated with conducting the hearing at such other location shall be borne by the lessor. Attorney's fees and other costs incurred in participating in the arbitration proceedings shall not be awarded by the arbitration panel, but shall be borne by each party separately. However, attorney's fees and court costs incurred in any judicial proceeding to compel arbitration or to obtain injunctive relief which the responding party refused to stipulate to in advance, or to abate subsequent disputes, or to confirm an arbitration award, shall be awarded to the prevailing party.

15.7. Unenforceable provisions. Should any of these arbitration provisions be held unenforceable for any reason, it is agreed that all issues subject to arbitration in any judicial proceeding shall be subject to a referee on motion by any party for hearing and decision by a referee as allowed by state law, including California Code of Civil Procedure § 638 *et seq.* In such event, said referee shall be appointed by the court.

15.8. Arbitration is voluntary. NOTICE: By initialing in the space below you are agreeing to have any dispute arising out of matters included in § 15 of this rental agreement decided by neutral arbitration as provided by California law. You are giving up any rights you might possess to have the dispute litigated in a court or jury trial. By initialing in the space below you are giving up your judicial rights to discovery and appeal, unless such rights are specifically included in § 15 of this rental agreement. If you refuse to submit to arbitration after agreeing to this provision you may be compelled to arbitrate under the authority of the California Code of Civil Procedure. Your agreement to this arbitration provision is voluntary.

This arbitration agreement is voluntary, not a condition of residency in the park and is binding only if initialed below by lessor and lessee.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT THE DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN § 15 OF THIS AGREEMENT TO NEUTRAL ARBITRATION.

_____ Resident initials _____ Resident initials _____ Park initials

16. MISCELLANEOUS.

16.1. Entire agreement. This agreement and the documents referred to herein constitute the entire agreement and understanding between the parties as to the subject matter hereof, and supersedes

all prior and contemporaneous discussions, agreements and understandings of every and any nature between them.

- 16.2. Notices. Unless otherwise required by law, any notice which is required or allowed by this agreement, shall be in writing and shall be deemed given only if delivered personally or sent by First Class U.S. Mail, postage prepaid, to lessee at his address in the park and to lessor at its address in the park. Such notice shall be deemed to have been given as of the date personally delivered or the United States postmark date contained on the envelope. For purposes of all notices and all other process from lessor to lessee, lessee's address in the park shall be lessee's 'residence', whether or not lessee resides at that residence on a full-time basis.

<u>If to lessor:</u>	Forest Gardens Mobile Home Park 24001 Muirlands Boulevard Lake Forest, CA 92630	<u>If to lessee:</u>	_____ (name) 24001 Muirlands Boulevard Space # _____ Lake Forest, CA 92630
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- 16.3. Construction. This agreement shall be construed and enforced in accordance with and governed by the laws of the State of California.
- 16.4. Recovery of Expenses. Except as set forth in § 15.6 above, the prevailing party in any action, whether by arbitration or otherwise shall be entitled to reasonable attorney's fees and costs.
- 16.5. Venue. The site for any arbitration or legal action shall be in Orange County, California.
- 16.6. Section Headings. All section headings are for convenience only and shall in no way modify or restrict any of the terms and provisions hereof.
- 16.7. Singular and plural, masculine, feminine, neuter. Whenever used in this agreement, unless otherwise indicated, the singular shall include the plural, the plural shall include the singular, the masculine shall include the feminine or neuter, the feminine shall include the masculine or neuter, the neuter shall include the masculine and feminine.
- 16.8. Severability. If any term or provision of this agreement shall, to any extent, be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remainder of this agreement shall not be affected thereby, and each term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.
- 16.9. Lessor's approval. Whenever the terms 'lessor's approval', 'approval of lessor', 'lessor's consent', 'consent of lessor' or other similar terms are used in this agreement or in other documents referred to in this agreement, they mean that the park owner's prior written approval must have been obtained by lessee. If lessor's prior written approval is required, lessee shall

submit a written request to lessor which describes the action lessee proposes to take and requests lessor to give prior written approval.

16.10. Time of essence. Time is of the essence of each provision of this agreement.

16.11. Amendment. Lessor may, pursuant to the rights granted to it in the Mobile Home Residency Law or any other law, amend or otherwise change any term in this agreement, or in any document referred to herein. This agreement may also be amended by written agreement executed by both parties.

16.12. Waivers. The waiver by either party, or the failure by either party, to claim a breach of any provision of this agreement shall not affect the right to require full performance thereafter, nor shall it constitute a waiver of any subsequent breach.

17. ACKNOWLEDGMENTS BY LESSEE.

17.1. Acknowledgements. By initialing in the spaces provided below, and by executing this agreement, lessee acknowledges as follows:

17.1.1. If lessee is a homeowner as defined in California Civil Code § 798.9, lessor has offered lessee a rental agreement for

a) a term of twelve (12) months, or

b) a lesser period as the lessee may have requested. Lessee acknowledges being provided with 72 hours to rescind this agreement after it is signed.

_____ Resident initials _____ Resident initials _____ Park initials

17.1.2. Lessee acknowledges that he was not a homeowner at the time of signing this lease agreement and that lessor has offered lessee a rental agreement for a period of five (5) years. Lessee acknowledges being provided with 72 hours to rescind this agreement after it is signed.

_____ Resident initials _____ Resident initials _____ Park initials

17.1.3. Lessee has had the opportunity for at least thirty (30) days to read this agreement and all documents it refers to and the opportunity to discuss it with an attorney and any other advisors lessee might choose to select.

_____ Resident initials _____ Resident initials _____ Park initials

17.1.4. Lessee has freely and voluntarily elected to sign this agreement.

_____ Resident initials _____ Resident initials _____ Park initials

17.1.5. Lessee acknowledges that they have read, understood and received copies of the following by initialing below:

- 1) Application for Residency _____
- 2) Lease Agreement _____
- 3) Community Rules & Regulations _____
- 4) Mobile Home Park Residency Law _____
- 5) Mobile Home Park Disclosure _____
- 6) Pet Rules _____
- 7) RV Storage Agreement (it applicable) _____

17.2. Lessee has carefully inspected the homesite and all park facilities and has found them to be in good working order and maintained in a workman-like manner and in every respect as represented by lessor to lessee, either orally or in writing.

_____ Resident initials _____ Resident initials _____ Park initials

17.3. Forest Gardens is not a 'security park'. Lessee acknowledges that lessor has made no representations that the park is secure from theft or any other criminal act perpetrated.

_____ Resident initials _____ Resident initials _____ Park initials

17.4. Pursuant to § 290.46 of California Penal Code, information about specified registered sex offenders is made available to the public via an internet website maintained by the Department of Justice at www.mcganslaw.ca.gov. Depending on an offender's criminal history, this information will include either an address at which the offender resides, or the community of residence and ZIP Code in which (s)he resides.

Lessor and Lessee have executed this agreement as of the day and year first written above.

--	--	--

Lessee Name

Lessee Signature

Date

--	--	--

Lessee Name

Lessee Signature

Date

Agent for Owner (Lessor):

--	--	--

Name

Signature

Date

Read only

FOREST GARDENS MOBILEHOME COMMUNITY Rules & Regulations

(2015)

WELCOME TO FOREST GARDENS MOBILEHOME COMMUNITY, YOUR FRIENDLY 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, and/or national origin.

**FOREST GARDENS MOBILEHOME COMMUNITY IS DESIGNATED AS
"HOUSING FOR OLDER PERSONS" WITH 55 YEARS OF AGE MINIMUM REQUIREMENT
FOR RESIDENCY, AND FAMILY MEMBERS 50 YEAR OF AGE MINIMUM**

PLEASE READ THESE RULES AND REGULATIONS CAREFULLY. THEY CONTAIN BINDING COVENANTS, CONDITIONS AND RESTRICTIONS WHICH APPLY TO TENANCY AND ARE INCORPORATED BY REFERENCE INTO THE RENTAL AGREEMENT.

Lessee(s): _____ Space: _____

All Other Occupants: _____

(NOTE: The occupancy limits applicable to residency are: maximum of 2 persons per bedroom plus one additional person.)

Pet: TYPE _____ WEIGHT _____ AGE _____ COLOR _____
Special Characteristics: _____ friendly; aggressive toward: _____ people _____ other animals; _____ do not approach
Comments: _____

The description and license plate for each vehicle to be kept at your space is as follows: (for contact purposes). We may also require identification tags or other identification to be displayed.

Vehicles to be parked at space: MAKE _____ MODEL _____ COLOR _____ PLATE: _____

Vehicles to be parked at space: MAKE _____ MODEL _____ COLOR _____ PLATE: _____

Private Residential Use: The Community is intended for the occupation and use of lessees, their residents and invited guests. The Community is private and not open to the public. The general public may not be invited into the Park for any reason.

INTRODUCTION:

i. Following are the Rules and Regulations of FOREST GARDENS MOBILEHOME COMMUNITY (herein "Rules and Regulations" and/or "Rules"). The Rules and Regulations are part of the Rental Agreement and are a binding agreement between lessee and park owner. These Rules and Regulations are implemented pursuant to California Civil Code §798.25. Lessor may supplement and amend these Rules as allowed by law.

ii. Being a good neighbor is a personal decision, and a choice. However, disquieting conduct, acts and omissions adversely affecting Management and others which constitute a nuisance or breach of the peace are prohibited. The infinite spectrum of substantial annoyances is beyond explicit specification. Therefore, the basic Rule and Regulation is that Lessees, residents and guests shall:

- (1) Behave reasonably and be respectful of the legitimate rights of others;
- (2) Do nothing to unreasonably affect others adversely;
- (3) Do nothing to unreasonably disturb the peace or quiet enjoyment of the Park's premises, and

(4) Do nothing which unreasonably endangers anyone or other persons' property.

iii. The Rules and Regulations are not permanent or irrevocable, and may be changed any time in accordance with the Mobilehome Residency Law. Rules and Regulations are mandatory terms and conditions of tenancy. Lessor will interpret these Rules and Regulations in a reasonable manner. Although Management will take reasonable steps to enforce these Rules in a reasonable fashion from and after their effective date, the manner and method of enforcement lies solely within the discretion of Management. These Rules and Regulations and all other policies of Lessor expressed in any writings, posted signs, memos, notices, or otherwise, are prepared by and based on legal consultation. In the event that any such policy is ruled or challenged as being or having become unenforceable or void based on legal interpretation, ruling, effect or complaint, Management may omit, delete or rescind operation thereof without inference or implication of fault or wrongdoing. It is Management's policy to forbid, at any time, any impermissible treatment or preference with respect to existing or prospective Lessees, residents, or guests based on any fair housing laws of the United States and California.

iv. Lessee should notify Management, in writing, of any Rules violation which Residents believe require the attention of Management.

1. DEFINITIONS:

- A. HIS, HER: Any reference to his or her is intended to include the other and is not limited to any particular gender.
- B. PARK, COMMUNITY: Any reference to Park or Community refers to FOREST GARDENS MOBILEHOME COMMUNITY.
- C. MANAGER: Any reference to the Manager refers to the Resident Manager, vested with the authority to enforce the Rules and Regulations on behalf of the Owner. The Resident Manager has no authority to enter into any agreement, understanding, or to make exception, or approve any arrangement which is a modification, waiver, release or amendment of terms or conditions of tenancy.
- D. MANAGEMENT: Any reference to Management refers to the operators of the Park and onsite management.
- E. GUEST: Any reference to a Guest refers to a person who is present in the Park at the invitation of a lessee but who has not signed a Rental Agreement nor has any other rights of tenancy. A Guest is not a lessee.
- F. RENTAL AGREEMENT, AGREEMENT: Any reference to the Rental Agreement refers to the lease or rental agreement between Park and Homeowner.
- G. LOT, HOMESITE, SPACE: Any reference to the lot, homesite or space refers to the area upon which the mobilehome is sited. This area is described by a specific number in the Rental Agreement.
- H. RESIDENT: A Resident is a person who lawfully occupies a mobilehome as a member of the household, with Lessee.
- I. LESSEE, HOMEOWNER: A Homeowner is a person who has a tenancy in a mobilehome park under a rental agreement, i.e., who executes and is bound by the Rental Agreement and these Rules and Regulations for the homesite/space, at least one of whom is also a registered and/or legal owner (as defined by Section 18005.8 of the *Health and Safety Code*) of the manufactured home occupying the homesite/space which is the subject of this Agreement.
- J. MANAGEMENT APPROVAL: References to approval, permission or authorization of the Management shall be construed as written approval prior to taking action.
- K. "MRL" means the California Mobilehome Residency Law, *Civil Code* §§798 and continuing.
- L. "MPA" means the California Mobilehome Parks Act, *Health and Safety Code* §§18250, and continuing.
- M. "Title 25" means the California Code of Regulations, Title 25, Division 1, Chapter 2.

2. RENTAL AGREEMENT: All Homeowners are required to sign a written Rental Agreement. Before he/she can be accepted as a Homeowner of this Community, a Prospective Homeowner must fill out an Application for Tenancy form, be accepted and approved by Park Management, sign a Rental Agreement, and await execution by Lessor, which is to be provided within 15 business days after Prospective Homeowner or Homeowner executes the Rental Agreement; however, there is no tenancy until the Rental Agreement is returned with Lessor's signature. A Prospective Homeowner who has already purchased a mobilehome from a

previous Homeowner is not an approved assignee or Lessee until and unless Lessor has accepted that person as a Homeowner, a Rental Agreement has been signed, and the Rental Agreement is returned executed by with both Lessor and Lessee.



3. FAIR HOUSING COMMUNITY: FOREST GARDENS MOBILEHOME COMMUNITY is open to qualified Residents without regard to race, national origin, religion, marital status, sexual orientation, gender, source of income, political affiliation, or disability. FOREST GARDENS MOBILEHOME COMMUNITY is a community for "older persons." and residency is limited to person fifty five (55) years of age or older. The community is accordingly restricted for residency by at least one homeowner who is fifty-five (55) years of age or more. All other occupants must be at least fifty (50) years of age. Proof of age is required to be on file.

A. Limited Stay for Guests: A guest, such as a grandchild, under eighteen (18) years of age, may occupy the homesite for up to a total of twenty (20) consecutive days or thirty (30) days in a calendar year. Upon death of the last qualified Homeowner, any remaining resident(s), household member(s), guest(s) or other occupant(s) must vacate or, if he or she wishes to continue in possession, must apply for and establish tenancy.

1) **Verification:** Lessor requires verification of the age of all residents, purchasers and guests by production of documentary proof (i.e. driver's license, birth certificate, baptismal certificate, passport, military identification, etc.).

2) **Re-Verification Questionnaire:** Lessor may require re-verification of the ages of all persons residing on the homesite every two years.

3) **Advertisements for Sale of Mobilehome:** Any advertisement for the sale of the manufactured home should include a reference to the fact that the park is reserved for "older persons" (defined as fifty-five [55] years of age or more so long as this rule remains in effect).

4) Lessor shall attempt to maintain the Park for "older persons" so long as practicable and feasible in its discretion. Lessor expressly reserves the right to rescind any age regulation, including the "older persons" age regulations, upon lawful notice. Lessor does not promise that the Park will at all times continue to operate as housing for "older persons." No public entity shall usurp Lessor's rights to comply with the Federal Fair Housing Amendments Act of 1988 or Housing for Older persons Act of 1995 and allow, for example, rentals and sales to families with children.

5) **Please Note:** The foregoing Rule and Regulation expresses the exclusive and complete statement of Lessor's intentions respecting "older persons" housing. There is no other written or verbal representation or inducement upon which Lessee relies in residing in this Community, and Lessee does not rely on any information except as conveyed by the foregoing provision.

6) Housing formerly occupied by qualified Lessees and later assumed by the survivors of the deceased have not contributed to the "older persons" atmosphere, lifestyle or social life, but have detracted from "older persons" housing, including but not limited to providing a quiet and peaceful residential community catering to the older person. Enforcement of this "older persons" rule and regulation is required at such time as it is discovered that no remaining Homeowner is at least fifty-five (55) years of age.

7) No more than two persons per bedroom, plus one additional person per mobilehome, may regularly occupy the mobilehome. For purposes of this restriction, a "bedroom" is a sleeping room designed and intended by the manufacturer of the mobilehome to be regularly used as a bedroom, and all bedrooms must contain closet space and meet all other legal requirements. All bedrooms must have an unobstructed exterior window or door large enough for an adult to exit in the event of fire or other emergency. Conversely, a bedroom is not a den, family room, living room or other room which could be re-configured and/or converted to a legally-defined bedroom. No modification of the interior configuration of a mobilehome is permissible without first obtaining required permits from the Department of Housing and Community Development.

8) **Future Amendments, Modifications, Deletions:** Lessor may maintain the Park for "older persons" so long as practicable and feasible in its discretion. Lessor, however, expressly reserves the right to rescind any age regulation, including the "older persons" age regulations, upon lawful notice as permitted by the MRL. Therefore, Lessor reserves the right to change to a park for persons of "all age;" Lessor does not represent or promise that the Park will always be, remain, or operate as a Park for "older persons." Purchasing a mobilehome in this Park should not be made in reliance on existing rules.

B. Please note: The foregoing Rule and Regulation expresses the exclusive and complete statement of Lessor's intentions respecting the Rules and Regulations with respect to "older persons" housing. There is no other written or verbal statement, representation, or inducement upon which Lessee relies in residing in this Park, and Lessee does not rely on any information except as conveyed by the foregoing provision. This rule incorporates all regulations pertaining to the operation and enforcement of older

persons housing facilities including discretionary use of up to twenty percent of the park for residency sans age restrictions. The intent and purpose of this regulation are to manifest the continuing intent to offer housing for "older persons" in all spaces in the Park and to additionally publish the Management's intention of requiring all spaces to be occupied by persons who satisfy the criteria established under the Fair Housing Amendments Act of 1988 and the Housing for Older Persons Act of 1995.

4. **GUESTS:** Upon request, a guest must be able to demonstrate to Management proof that he/she lives somewhere other than the mobilehome park on a permanent basis. A copy of a current valid rental agreement is an example of acceptable proof.

A. Guests may stay with a Resident (20) consecutive days or thirty (30) days in a calendar year without registering with the Park (A "day" is defined as a calendar day or any portion thereof.) Thereafter (20) consecutive days or thirty (30) days in a calendar year, guests must register at the Park office. Subject to the MRL which allows certain guests to remain in the park on a long term or indefinite basis, a guest charge specified by the Rental Agreement shall apply after twenty consecutive days or thirty days in a calendar year. If an application from the Prospective Resident is denied, the Guest must vacate the Park upon at least seven (7) days written notice to the host Resident. No Guest may remain in the park without the presence of a host Resident occupying the home on an ongoing basis. Persons doing so are considered unlawful occupants under the California Civil Code.

B. Prior to a health care or live-in supportive care giver or recipient moving into the Park, Lessee must provide Management with a copy of the written treatment plan prepared by the Lessee's care recipient's physician, as well as the name of the person who is to provide or receive such live-in health care or live-in supportive care to or by Homeowner. This plan must be approved by Management in writing. Management's consent shall not be unreasonably withheld. If the live-in health care or supportive care person vacates and a new person is to be substituted, Management shall be notified immediately in writing of the name of any new person who is to provide or receive such live-in health care or live-in supportive care to or by Homeowner.

C. Lessee is required to acquaint all guests with the Rules and Regulations of the Park. Lessee is personally responsible for the action and conduct of any and all guests and is liable for any damage to the property of the Park or any resident of the Park caused directly or indirectly by Lessee's guests. Any violation of the Park's Rules and Regulations by a guest or by any person residing with Lessee on the leased premises shall be deemed a breach of the rules and regulations and shall have the same effect as if Lessee had breached the same. Guests must be accompanied by Lessee when using any and all of the Park's facilities or equipment.

5. **PERMISSIBLE USE OF THE LOT:** The Homesite shall be used for a mobilehome approved by Management. The mobilehome shall be used solely as a residence and shall house only those persons, approved in writing, by Management, and no others. Lessee agrees not to replace the mobilehome on said homesite without first obtaining Management's written consent and all necessary permits. The Homesite shall remain accessible to Management at all times in order to facilitate inspection of the homesite, reading of meters, repairs of equipment, installation of new equipment, maintenance of landscaping in accordance with MRL provisions and the ability to respond to other emergencies that may arise. No commercial business shall be conducted in the Park except as authorized and permitted by local ordinance for home occupations, if any.

6. **LOT MAINTENANCE:**

A. Lessees shall maintain their Homesites in a clean, well kept and attractive fashion, including but not limited to, the front, sides, and back areas. If a Homesite is neglected and after reasonable written notice, Management reserves the right, but is not obligated, to perform necessary work and bill lessee for this service, pursuant to *Civ. Code §798.36*. Any such charges may be billed as further rent pursuant to *Civ. Code §798.15 (g)* and the Rental Agreement. Such enforcement on the part of Management shall not constitute an election of remedy, waiver or estoppel against pursuit of any other remedy, including service of seven day notices, injunctive relief, or other remedy. All trash, debris, boxes, barrels, brooms, ladders, etc., must be kept out of sight. No towels, rugs, clothing apparel or laundry of any description may be hung outside the mobile home at any time. Nothing may be kept outside the mobilehome, whether attached, kept on, or affixed to the home or otherwise, or kept, maintained or left on the homesite or driveway (including any item of personal property, such as tools, boxes, bags, building materials, toys, cleaning materials, buckets, boxes, cartons, tarps, appliances, and any other thing of any kind; exceptions are patio furniture (not overstuffed or interior furniture), a barbeque, pre-approved (in writing) landscape pots and statuary, and a storage shed. Unsanitary vehicles are not permitted to park on mobilehome spaces (see "Vehicles" as identified in §12). No storage under mobilehomes, or decks or on top of or behind storage sheds is allowed.

B. **Underground Utilities:** The mobilehome Park has an extensive network of underground utilities. Lessee must check with Lessor prior to digging or driving rods or stakes into the ground as such items might damage underground utilities. Homeowner shall bear the cost of repairs to any utilities or other property damaged by Homeowner or Homeowner's landscaping. Homeowner is responsible to contact Underground Service Alert at least two (2) working days prior to performing any such work at (800) 422-4133, as required by California law, in order to provide notice to all public and private utilities.

1) Management's approval of all plans for work to be done by contractors in the Park is required, including, but not limited to, any and all homesites themselves. All work requiring a permit shall be done by a licensed contractor of Homeowner's choice with insurance and bond.

2) "Work" includes but is not limited to any painting, construction, repair, alteration or addition, or other change to the mobilehome, the homesite, any accessory structure or equipment, or leasehold improvement.

3) Approval from Management shall be sought in writing per the attached form to this document.

4) Lessee does not have the right to make repairs or capital improvements to the homesite and charge back the cost of such repairs or capital improvements to Management. All alterations, improvements, and changes shall be approved, in writing, in advance but will be at the cost of the Resident, and shall at once become a part of the realty and belong to Management. However, at Management's option, Resident shall, at his expense when surrendering the lot, remove all such alterations, additions, or improvements installed by Resident, and Resident shall repair any damage to the premises caused by the removal.

5) Subject to the limitations of *Civil Code §798.37.5*, all plants, shrubs, and trees planted on the homesite as well as all structures permanently embedded in the ground at the homesite, blacktop or concrete or any other structure permanently attached to the ground of the homesite, shall be maintained by Resident at Resident's sole expense and responsibility and Resident shall be completely responsible for each of them. Tree maintenance shall include, but not be limited to, trimming and removal of the trimmings. No trees shall be planted without the express consent, in writing, of Park management as per the "REQUEST FOR APPROVAL OF WORK".

6) Subject to the limitations of *Civil Code §798.37.5*, driveways and walkways on the homesite are the responsibility of the Resident(s). Residents are expected to maintain their driveways in good repair and in a clean, safe and attractive condition. Management reserves the right to determine if a driveway or walkway is beyond repair and needs replacement. Only concrete driveways and walkways are allowed. No asphalt driveways are permitted. Any resident-caused damage of the driveway is Lessee's responsibility.

7) When a homesite is vacated, all holes must be filled and leveled and lot cleaned.

8) Removal of Storage from Space and Charges: If Management determines that the removal of personal property from the space is necessary to bring it into compliance with the Rules and Regulations or applicable law (Mobilehome Parks Act or Title 25 of the Code of Regulations), Management may remove the property to a reasonably secure storage facility. In such case Management will provide written notice of at least fourteen (14) days of the intent to remove the personal property, including a description of the property to be removed. The notice shall include the rule, regulation, or code justifying the removal and shall provide an estimate of the charges to be imposed. In such case, the following requirements apply:

a) Homeowner shall be responsible for reimbursing the actual and reasonable cost, if any, of removing and storing the property, which are deemed reasonable incidental service charges, and said charges may be collected as allowed by the MRL.

b) Within seven (7) days from the date the property is removed to a storage area, Management shall provide written notice that includes an inventory of the property removed, the location where the property may be claimed, and the cost of removal and storage, for which shall be paid. If, within sixty (60) days, Homeowner does not claim the property, the property shall be deemed to be abandoned, and Management may dispose of the property in any manner.

c) If Lessee claims the property, but has not reimbursed Management for storage costs, Management may bill those costs in a monthly statement which shall constitute notice of nonpayment.

7. INSURING PROPER DRAINAGE: It is the Lessee's responsibility to assist Management in assuring the natural flow and drainage of water off from the homesite. This responsibility requires that Lessee does not in any way impede the natural flow and drainage of water or assist in the buildup of water. Lessee must use proper irrigation techniques. Lessee shall not permit the accumulation of any moisture, drainage, run-off or surface waters of any kind to stand under the mobilehome or on the space.

8. MOBILEHOME MAINTENANCE: The exterior of the mobilehome must be well maintained, clean and neat in appearance, and kept in good repair. Management reserves the right to require painting of the mobilehome if it falls into a condition that is not the standard of the Park.

A. All electrical, water, sewer, and gas connections must be kept in a good and leakproof condition at all times and in compliance with all state and local laws or regulations. Lessee is required to report any community facility which is out of order to the

Management. Any additions to the mobilehome (e.g. porches, awnings, screen rooms, cabanas, air conditioners, water softeners, etc.) must be approved by Management in writing, and then submitted to the proper regulatory agency for the necessary permits. (See Paragraph #11.) Use of spray guns or heavy equipment requires Management's prior approval as per the "REQUEST FOR APPROVAL OF WORK" form attached. See Exhibit "1" for a partial list of work which requires the issuance of a permit, and hence requires Lessor's approval.

B. Lessee agrees not to make any alterations, improvements, additions or utility installations to, on or about the homesite or mobilehome, nor install, remove or change any existing improvements, or modify the drainage or landscaping nor make any contract for such work without Lessor's prior written consent. Lessee is responsible for all conditions under the mobilehome including but not limited to grading, compaction, subsidence, drainage, moisture, and ventilation. In considering consent to any such work, Lessor may, at its option, consider and base consent or refusal of consent entirely upon aesthetic considerations and the compatibility of such changes to the Community. If Lessee fails to obtain prior written consent and approval, all such alterations, improvements, additions or utility installations shall be promptly removed at Lessee's sole expense, upon Lessor's request.

9. **STORAGE SHEDS:** Prior written approval of Management must be obtained before a shed is installed. One storage shed only is allowed, up to a maximum total of 120 square feet, subject to meeting the following requirements: the shed shall be located at the rear of the Homesite; the shed placement shall comply with the lot line and other setback requirements of Title 25, section 1428 and the size of the shed shall not exceed the square footage necessary to comply with those setback requirements; and the shed shall not be of a size that would cause the total occupied area of the space to exceed the 75% limit of Title 25, section 1110(a). Storage sheds must be professionally manufactured and must be made out of wood. Electrical service to the shed requires a State permit and management approval as per the "REQUEST FOR APPROVAL OF WORK" form attached. The maintenance requirements for a shed are the same as those required for the mobilehome as outlined in §10. Sheds must be installed in conformance with Title 25, including the obtaining of all permits required by law, and must be located at least four feet from utility pedestal to allow for maintenance and reading of meters. Additional requirements for sheds are set forth in Rule 10.G.

10. **HOMESITE STANDARDS:** The following guidelines have been established for those residents who wish to perform any additions, replacements or alterations to their space, mobilehome, accessory structures or landscaping, or when replacement is required by Management due to damage or neglect. Homeowners will be required to submit a scaled site plan describing any proposed work as per the "REQUEST FOR APPROVAL OF WORK" form attached. Homeowners must receive Management's prior written approval before commencing any work on their space. Homeowners must obtain any and all permits required by law for all work performed on and to the mobilehome and Homesite. Management reserves the right to apply the following guidelines to any new installation, remodel or modification. Management will apply only those sections of these standards which relate to the Homeowner's proposed changes. On existing mobilehomes, all work must be fully completed within 45 days from commencement. On new homes all work must be fully completed within 45 days from delivery of the home. This work includes all required appurtenant structures and landscaping requirements.

A. Mobilehomes must be a minimum of 24' wide and 52' long unless the space is unable to accommodate this size. Existing setbacks must be observed unless they are not in compliance with current codes. All codes must be followed.

B. Mobilehomes being resided/reskirted must have skirting/siding which is either aluminum, vinyl ship lap, or hard board material of a T-111 style. Skirting/siding for patio/decks, handicap ramps and stairs must be made out of the same material and color as the home. Skirting/siding patterns must be the same pattern throughout the home with the exception of trim pieces. Management encourages the use of decorative masonry skirting. All such material must be approved in writing by Management. Skirting must be kept in good repair at all times.

C. Mobilehomes must have roofs that are a minimum 3/12 pitch using only wood, tile or composition shingles. Only existing metal roofs may be replaced with new metal roofs. Those metal roofs must have a finished roof coating in white. Residents replacing shingle roofs must continue to use wood, tile or composition shingles unless prohibited by local ordinance. Rolled composition or built-up foam roofing material is not permitted.

D. Management must approve in writing all exterior colors. Homeowners will be required to provide a color sample to Management prior to any exterior painting.

E. Mobilehomes must have awnings covering all carports, patio/decks, handicap ramps, and front and rear steps, and water pressure regulators. Patio/deck awning covers must extend to the entire length of the home. Management may, at its discretion, require the installation of window awnings over certain windows and/or upgraded front elevations in order to create a more traditional appearance to the home. Three band aluminum unitizing or full band wood fascia must be installed around the entire perimeter of a new home to include all patio/decks, handicap ramps, carports, and front and rear steps. Aluminum unitizing and full band wood fascia must

be color matched to the home siding or trim. Residents who add or replace carports, patio/decks, handicap ramps or front and rear steps must cover them with awnings. Any awning in disrepair must be replaced and must meet the criteria herein.

F. Mobilehomes must have a minimum patio/deck of 8 feet by 30 feet, unless the size of the home is in compliance with rule 10.A, and the Homesite will not accommodate this patio size. In such a case, Homeowner must obtain advance written approval of the size of the patio deck prior to installation or construction. Ground level patio/decks, handicap ramps, stairs and landings must be of concrete with appropriate vapor barrier. All raised patio/decks and handicap ramps must be fully carpeted with all edges trimmed in aluminum. All raised stairs and landings must be fully carpeted to match the patio/deck to include top and side riser sections with edges trimmed in aluminum. Patios/decks, handicap ramps, stairs or landings of exposed wood are not permitted. If required, patio/deck/stair or handicap railings must be constructed of aluminum or wrought iron.

G. No more than one (1) storage shed is allowed, subject to the size and location requirements specified in Rule 9. New homes must have a storage shed installed to a minimum capacity of 150 cubic feet. Sheds must be set on a concrete floor. Sheds must be located on the street side directly behind the home if the back of the home faces the street. The shed siding color and material must match the home. The shed must be at least seven (7) feet high with a pitched composition shingle roof matching the home. If the front of the home faces the street, the shed must be installed to the rear of the carport or patio/deck area. If the shed is on the carport or under the patio/deck awning, the height of the shed roof must extend to the bottom of the carport or patio/deck awning so that the awning serves as the roof. Any existing pitched roof sheds which are re-roofed must use shingles which match the home. No rolled composition roofing will be permitted.

H. Mobilehomes must provide covered carport parking for two (2) vehicles unless the space can only accommodate one (1) vehicle. Windbreaks or sunblocks are allowed on the carport sides per subparagraph "K" below.

I. No ducts or refrigeration units are allowed on the roof. No evaporative window coolers—mounted or through the wall cooling units—of any kind are allowed. Any refrigeration unit must be installed on the ground at the side of the home. The location must be approved in writing by Management.

J. Reflective mirrored film or foil may not be used on the window of a home if it is visible from the exterior of the home. Any interior window coverings visible to the outside must be standard drapery, miniblind or shutter material. No pull down style solid shades are permitted.

K. Exterior windbreaks or sunblocks are allowed on the patios/decks and carports provided they are constructed of approved aluminum style or vinyl material and provide a 12" clearance from the ceiling and an 18" clearance from the floor. No wood lattice windbreaks or sunblocks are permitted anywhere on the exterior of the home. A plastic or vinyl system may be permitted providing it is framed. Screen rooms are permitted on patio/decks provided they are constructed using bronze anodized aluminum framing materials from top of patio/deck to bottom of awning. California rooms (or Arizona rooms) may deviate from this requirement if approved by Management.

L. Hitches must be removed.

M. Chimneys, flues or exhaust vents may extend above the roof line only high enough to meet applicable codes. Any chimneys, flues or exhaust vents extending beyond 12 inches above the roof line must be skirted to match the home siding or must be covered with other approved decorative material. No items of any kind may extend beyond 36 inches above the roof line, unless specifically allowed by law.

N. Full landscaping plans or any substantial change in landscaping must be pre-approved by Management and must include detailed drawings showing kinds and location of plantings or non-growing accent material, to include size, type and color. Types of landscape rock, ground cover, and details of the irrigation system must also be included. You are urged to provide all details of your proposed plan. If you do not present all specifics of your plan for approval, you will be required to remove and replace any unacceptable materials which you did not include in the information provided to Management when you submitted your plan(s) for approval. Any plans that include digging on the space must have prior approval by Management to insure no damage is done to infrastructure.

O. Homeowners shall maintain aesthetically pleasing landscaping at all times. Prior to removing, replacing and/or changing your landscaping, including removal of existing lawn areas, you must present your plan for such removal, replacement or change to Management for written approval. Additional landscaping must be comprised primarily of shrubs, flowers and Park-approved ground cover. Decorative rock, wood bark, or mulch may be used only as accent material around trees or shrubbery areas, and may not constitute the primary landscaping material. A plastic (six (6) millimeter) liner must be installed wherever decorative rock, wood bark, or mulch is

used.

P. It is Homeowner's responsibility to install and maintain well designated borders enclosing their landscaping where it does not abut a park street or walkway. No border may extend beyond a Homeowner's lot line without Management's prior written approval. Homeowners may mutually agree to install and maintain one common border where lots are adjacent. A written agreement regarding the common border must be on file with Park Management, and it must be disclosed by seller if the mobilehome should be sold. Borders must be constructed of decorative masonry material or redwood. Redwood borders must be buried within two (2) inches of the ground.

Q. The Park's pedestal breakers are individually rated. This amperage rating may not be exceeded under any circumstance. In the event a mobilehome is replaced, the new mobilehome may not exceed the amperage rating of the former mobilehome.

R. **SURGE PROTECTORS: HOMEOWNER HAS THE RESPONSIBILITY, ALWAYS, USE SURGE PROTECTORS FOR THE PROTECTION OF HOMEOWNER'S PROPERTY, ESPECIALLY FOR COMPUTER EQUIPMENT, STEREO EQUIPMENT, RADIOS AND OTHER ELECTRICAL APPLIANCES, DEVICES AND PRODUCTS WHICH MAY BE AFFECTED BY DISRUPTIONS, OUTAGES, SURGES, OR OTHER IRREGULARITIES IN THE PROVISION OF ELECTRICAL SERVICE. IT IS RECOMMENDED TO UNPLUG HEAT PRODUCING ITEMS SUCH AS IRONS OR PORTABLE HEATERS TO PREVENT A FIRE WHEN POWER IS RESTORED.**

S. Homeowner's Insurance Policy: IT IS RECOMMENDED THAT HOMEOWNER OBTAIN A HOMEOWNER'S INSURANCE POLICY TO COVER DAMAGE, LOSS AND LIABILITY ASSOCIATED WITH THE DISRUPTIONS, OUTAGES, SURGES, OR OTHER IRREGULARITIES IN THE PROVISION OF ELECTRICAL SERVICE TO THE PREMISES AND OTHER RISKS.

T. In accordance with the code requirements, all service pedestals and their surrounding areas must be easily accessible at all times.

U. The community is an almost entirely recessed mobilehome community. All lots which are currently recessed may only accept a recessed home installation and cannot be filled for future above ground setting.

V. In addition to receiving Management's prior written approval before commencement of any work, all necessary city, county and state permits must be obtained. No burglar bars are permitted. No solar panels are permitted in view from the street or adjacent homesites or locations; no solar panels are permitted without engineered drawings for safety and which comport with the rated live roof load and electrical installation. See Exhibit "1" for illustrative list of work which requires the issuance of a permit, and hence, said work requires Lessor's approval.

W. The only signs Homeowner is allowed to place are For Sale signs as allowed under the MRL, Civil Code section 798.70, and political signs as allowed under the MRL, Civil Code section 798.51(e). The size of the face of a political sign may not exceed six square feet, and the sign may not be displayed in excess of a period of time from 90 days prior to an election to 15 days following the election, unless local ordinance imposes a more restrictive period of time for the display of such a sign.

11. MOBILEHOME RESALE:

A. Residents must notify Management at least sixty (60) days prior to the intended date of a sale and sign an "Intent to Sell" form. At that time, Management will notify Resident in writing of any repairs or maintenance needed for homes which are to remain in the Park. For Sale signs are permitted only as allowed by law, as described in Civil Code §798.70. No other signs are permitted except political signs per the MRL. No "Open House" or "Real Estate Caravans" signs are permitted in the Park. Lessor reserves the right to require removal of a home upon resale in order to upgrade the Park in conformance with the MRL.

B. Before the sale has been completed, the prospective Homeowner (the Buyer) must be accepted in writing by Lessor, and a Rental Agreement must be signed by Lessor and prospective Homeowner as Lessee. If a Buyer fails to comply with this Rule, it will result in the denial of entry into the Park for such person. A Buyer may not commence occupancy of a mobilehome until a Rental Agreement is signed and returned signed by Lessor and Lessee and the sale is completed as per Civil Code §§798.74, 798.75 and subsections thereof.

12. VEHICLES:

A. **SAFE DRIVING:** Due to heavy pedestrian traffic in the Park, everyone is urged to drive SLOWLY and CAREFULLY at all times within the Park.

B. **PARKING:** Each homesite has parking facilities. **NO STREET PARKING IS PERMITTED.** Therefore, any Lessee or guest parked on the street is subject to having his/her vehicle towed away at the owner's expense. Parking is ONLY permitted in driveways. Vehicles may not protrude into the street or across sidewalks. Guest parking areas are ONLY for guests. Curbs painted red are designated "No Parking" Curbs painted yellow are designated for "Loading and Unloading Only."

C. Vans and/or pick-up trucks exceeding 3/4 ton, recreational vehicles, travel trailers, campers, or boats are not allowed to park in driveways, under carports or in guest parking areas. No pick-up trucks or vans will be allowed to be parked permanently in a driveway if it is in any way used or outfitted as a recreational vehicle. The Community has recreational vehicle storage areas available for permanent parking of recreational vehicles on a first come, first serve reservation basis. A monthly fee is required.

D. Unsightly vehicles are not permitted to park on mobilehome spaces. All vehicles including pick-up trucks and vans must be maintained in an operating condition. They must be substantially free of damage and properly painted. Any car which drips fluids must be fixed to avoid damage to the paving. Drip pans may be used if they are kept clean. Residents shall not leave any vehicle in disrepair anywhere on the premises, including the assigned parking spaces. No vehicle is permitted to be in the Park, parked on a mobilehome driveway or designated parking space if it is not maintained in normal operating condition, neat and clean in appearance, in compliance with all Vehicle Code equipment requirements, bears current registration, does not contain unsightly loads that are visible to other persons and are not "stored" (defined as parked for more than two weeks without being driven off the premises, or fails to be fully operational and is un lawfully drivable on a public street). The foregoing vehicles include, but are not limited to: "junkers" or other vehicles whose exterior appearance has deteriorated to a point where they are unsightly and detract from the appearance of the Park; any vehicle dripping oil, gasoline or other automotive fluid and excessively noisy vehicles; vehicles that are not muffled as required by law; and vehicles so modified as to have any exhaust noise which makes the vehicle sound as though it has no muffler. This rule is intended to avoid the accumulation of inoperable vehicles which, in the close confines of a mobilehome park, may create a "junkyard" appearance. Such vehicles shall be deemed a nuisance and may be towed away at the vehicle owner's expense. No vehicle repairs other than minor maintenance shall be performed on any vehicle while it is in the Park. Lubrication, oil or coolant change, degreasing or any other type of maintenance which might create a nuisance or violation shall not be performed on the space.

E. Bicycling is not permitted on the side walks or parking areas but is permitted in the streets.

F. Motorcycles are permitted in the Park only with Lessor's prior written approval.

13. **FENCES:** No fences may be erected in the Park. A fence is any thing which is erected, placed on or sunk into the ground or installed at or near the lot line, whether made of wood material, composite or compressed building, decking or fencing material, pre-fabricated fencing, metal or plastic, vinyl or other material, and erected at or near the lot line which impedes, blocks or affects movement from one space to another or from a space to adjacent land, whether permits are needed or not. Any pre-existing installations are grandfathered until next sale or transfer of the mobilehome. Therefore, Homeowners may not rely on other homesites for examples of applicable rules and standards. Lessor is the sole authority on what constitutes a fence in the event of any dispute.

14. **ANTENNAS:** No radio antennas may be erected in the Park. Satellite dishes that are one meter or less or TV antennas as permitted by law may be installed with Lessor approval to the rear of the homesite and shall be as low as possible for reasonable reception; no antennae may be installed higher than 12 feet without a permit. Lessor must approve in writing placement of the installation. Approval will be granted only for installations in the most inconspicuous manner possible, while still allowing for adequate reception.

15. **TRASH CANS:** Residents may have only one (1) 35 gallon garbage container. This container must be placed curbside for designated pickup service. Residents should check with the Park Management for the pickup schedule. No refuse containers shall be placed curbside earlier than the evening before the scheduled pickup. Except for pickup, all garbage cans must be stored out of sight or inside storage sheds.

A. Indemnification of Lessor for Mishandling Toxic Substances: In addition to other remedies allowed by law, Homeowner will indemnify and hold Lessor harmless for any such environmentally hazardous act or omission prohibited by this rule or law, including any compensatory damages, statutory damages, punitive damages, expense and attorney's fees and costs sustained by Lessor. Homeowner will also be required to reimburse Lessor for any actual attorney's fees, litigation expenses, and costs incurred in defending any action against Lessor as a result of any environmentally hazardous act or omission of Homeowner, residents, guests, contractors and invitees.

B. For purposes of this rule, "hazardous substances" include without limitation: those substances included within the definitions of "hazardous substance," "hazardous waste," "hazardous material," "toxic substance," "solid waste," or "pollutant or contaminant" per federal or state law, regulations and requirements; substances, materials, and wastes that are or become regulated or classified as hazardous or toxic under federal, state, or local laws or regulations; and any material, waste, or substance that is: (1) a petroleum or refined petroleum product, (2) asbestos, (3) polychlorinated biphenyl, (4) designated as a hazardous substance, (5) a flammable explosive, or (6) radioactive material.

16. SUBLETTING:

A. **SUBLEASING PROHIBITED:** No subleasing of the Homesite or any part of the Homesite is permitted. There is no right and no power to sublease. If Lessee, a registered owner of the mobilehome, will not be residing on the Homesite, no other occupants may occupy it absent compliance with these Rules. Subleasing is defined in accordance with the Black's Law Dictionary of terms for "subleasing" or "underleasing" ("a lease granted by one who is himself a lessee for years, for any fewer or less number of years than he himself holds"). Since a mobilehome tenancy is not terminable except for good cause per *Civ. Code* §798.55(b), the leasing of the homesite by homeowner (himself a lessee) is an "underlease," *i.e.*, a prohibited sublease. "Subleasing" includes "home sitting," "housesitting," "house-watching," "caretaking," subleasing with an option to purchase, and purchase contracts unless in such circumstances the purchaser is *bona fide* and has been approved in accordance with *Civ. Code* §798.74 and becomes the registered owner of the mobilehome. At all times, a "Homeowner" (*i.e.*, the person who: (i) financially qualified for tenancy, (ii) is a registered owner of the Mobilehome; and, (iii) executed the rental agreement) must regularly occupy the mobilehome. This covenant is intended and shall be construed to provide for required owner-occupancy terms and representations specified in a lender's retail installment contract, security agreement or other financing terms and conditions.

B. **SUBLEASING EXCEPTION:** Management shall permit a sublease of the Homesite that serves as the primary residence if a medical emergency or medical treatment requires the Lessee to be absent from his or her home and this absence is confirmed in writing by an attending physician, or a hardship is proved to Management which requires absence from the premises by Homeowner. The following provisions shall apply to a sublease pursuant to this section:

- 1) The minimum term of a sublease shall be at least six (6) months but no greater than 12 months, unless Management approves a shorter or longer term.
- 2) Management may require approval of a proposed sublessee, subject to the process and restrictions provided by subdivision (a) of *Civ. Code* §798.74 for prospective purchasers of mobilehomes. Management may charge a prospective sublessee a credit screening fee for the actual cost of any personal reference check or consumer credit report that is provided by a consumer credit reporting agency, as defined in *Civ. Code* §1785.3, if Management or his or her agent requires that personal reference check or consumer credit report.
- 3) The sublessee shall comply with all Rules and Regulations of the Park.
- 4) The Lessee shall remain liable for the mobilehome park rent and other park charges incurred.
- 5) Management may require Homeowner to reside in the mobilehome Park for a term of one year before Management permits the subletting of a mobilehome space.
- 6) Notwithstanding subdivision (a) of *Civ. Code* §798.39, if a security deposit has been refunded, Management may require Homeowner to resubmit a security deposit in an amount or value not to exceed two months' rent in addition to the first month's rent. Management will retain this security deposit for the duration of the term of the sublease.
- 7) Homeowner shall keep its current address and telephone number on file with Management at all times during the term of the sublease.
- 8) Homeowner shall not charge a sublessee more than an amount necessary to cover the costs of the space rent, utilities, and scheduled loan payments on the mobilehome, if any. Any misrepresentation as to amount of rents or sublease charges is cause to immediately rescind approval of subleasing.
- 9) If there is a loan secured by title to the mobilehome, the lender must approve the sublease request to establish the non-applicability of owner occupancy lending requirements.
- 10) Sublessee must comply with all Patriot Act requirements for the establishment of tenancy.
- 11) Homeowner agrees, warrants and guarantees the dutiful performance of all terms and conditions of the sublease agreement by the sublessee and to indemnify and defend Management and all agents and employees against any claim or demand made by or against the sublessee for any injury or damage caused by sublessee or resulting to the sublessee.
- 12) Homeowner acknowledges that sub-lessees are not Homeowners because there is no landlord/resident relationship as between Management and sublessee. It is specifically agreed and understood that sublessee can not become a Homeowner by

attempting or purporting to pay Park such monies.

13) Receipt, retention, acceptance or possession of any monies from the sublessee shall only be on behalf of Homeowner. As between Management and sublessee there is no privity of estate or contract. Any endorsements tendered on the face of any conditional obligation of the Homeowner to the contrary shall be deemed a violation of these Rules and Regulations entitling management to immediately declare breach and termination hereof.

14) Homeowner hereby further agrees to defend and indemnify, at its sole expense, management from all claims, liabilities, or actions brought by sublessee against the Park owner or management or for any action brought against the Park owner or management by any person arising out of conduct related to Sublessee's conduct within the Park.

17. ZONING DISCLOSURE: The park operates under zoning designation RM2000PD and under Use Permit 0119.

18. OCCUPANCY QUESTIONNAIRE: Resident shall provide Lessor with a copy of the registration card issued by the Department of Housing and Community Development for the mobilehome within 10 days of receipt of the original and each annual renewal. Additionally, resident shall complete, sign and provide Lessor, on execution of the Rental Agreement and thereafter on three (3) days written notice from Lessor, an Occupancy Questionnaire containing the following information:

- a. The names of all occupants in the mobilehome and their ages;
- b. The relationship of the occupants: family members, guests, residents or shared tenancy under *Civil Code 798.34(b)*;
- c. The identities of the legal and registered owners of the mobilehome;
- d. The names and address of all lienholders of the mobilehome;
- e. Any further information reasonably requested by Lessor.

19. SECURITY: The mobilehome park is not a security community. Any existing or new structure or services such as, but not limited to, perimeter fencing, front gates, the locking of the clubhouse or the use of card keys shall be construed as adding to the comfort and lifestyle of all lessees and residents and shall not guarantee or imply any security. Any of the structures or services referred to above may be inoperative or unavailable due to circumstances beyond the control of the Lessor. Lessor assumes no security responsibility during these periods or at any other time. Keys for use at the front gate and clubhouse facility are available from the Park Office with a limit of two per space. Radio transmitters (genies) for operation of the front entrance gate may be purchased at the Park Office.

20. PETS: No pets are allowed in the Park without written permission of Lessor. A Pet Registration form must be filled out prior to allowing any pet in the Park. Only aquatic animals in an aquarium, or birds in a cage or one (1) small dog or one cat with a maximum full grown size of 12" shoulder height and a maximum weight of 20 pounds is allowed. Pets cannot be left unattended outside of the home. No food is to be left outside. Pets must be on a leash held in hand no longer than 6 feet when walked in the Park and the person walking the pet must carry a "pooper---scooper" or something else to use to pick up any excrement from the pet. No pets are allowed in the recreation/clubhouse/pool areas. Lessor reserves the right to approve all pets and to remove any pet determined to be a nuisance to the Park or any pet left unattended. Pets that bark, bite or disturb their neighbors will not be allowed. Residents are required to pick up their pet droppings and to keep their spaces in a clean and sanitary condition at all times. Guide, signal and other service animals, as defined by *Civil Code 54.1*, are exempt from the size limitation otherwise applicable to dogs. Farm animals, animals which are dangerous, poisonous, exotic animals and any illegal pets are not allowed. Each pet (not aquarium pets and birds except where required by law) must be licensed and inoculated in accordance with applicable laws. Evidence of such licensure and inoculation must be submitted within seven (7) days after request for same. No exterior pet housing is permitted in the Park. This includes, but is not limited to any type of fence, confining barricade, kennel, cage, pen or structure. Tying of pets outside the mobilehome or leaving pets unattended outside the mobilehome or anywhere in the Park's common areas is prohibited.

21. PARK OFFICE/COMPLAINTS AND SUGGESTIONS: The business hours for the Park Office are posted. The Park Office telephone is for business and emergency use only; therefore, please do not give this phone number to others. Except in an emergency, please do not telephone or contact Lessor after normal business hours. Except in an emergency, all complaints and suggestions must be made in writing and signed by you on the forms provided at the Park Office.

22. LOT LINES AND LOT LINE MARKERS:

A. Lot lines are for purposes of compliance with legal requirements for construction and operation. The area leased by Lessee includes the footprint of the mobilehome and accessory structures and required setbacks from the mobilehome and accessory structures; the area expected to be used and enjoyed may not be represented by apparent physical boundaries or lot lines as they exist at the inception of tenancy. The lot lines may be changed, enlarged or reduced as legal requirements, compliance or other business necessities may require. In some instances, usage may be limited because a neighbor occupied an area of its lot first, hence precluding usage or occupation on the adjacent lot. Any encroachment for landscaping, egress or ingress, travel, parking, storage or other use is not

enforceable or recognized by Lessor. Lessee shall approve and allow a change in lot line location if such modification does not exceed a change of up to thirty—six inches from last marking location.

B. Where a lot line dispute arises, and there is an award, judgment or order reducing lot size to a prevailing plaintiff more than 18 inches in any direction, it is agreed that monthly rent shall be reduced by a fraction, the numerator of which is the total square footage Lessee contends is lost by a change in lot line markers or lot size, and the denominator of which is the total lot area including the square footage taken away, beginning from the date of notice of claim. In such cases, no other claim shall lie against lessor for lot line alterations or satisfaction of such legal requirements or business necessities. In the event of a dispute over compensation for any lot line dispute, the matter will be subject to mediation and expedited arbitration.

C. Lessee shall maintain the space, lot line markers, and the area defined by the lot line markers and may use, occupy and enjoy such as subject to further modification and alteration as defined in these rules and regulations. Lessee shall promptly notify Lessor if the lot line markers are lost, moved or destroyed. The foregoing defines the enforceable expectations of use, occupation and enjoyment to which Lessee is entitled.

D. The homesite is demised and let unto Lessee, SUBJECT TO ALL EASEMENTS AND ENCUMBRANCES of record and which exist in fact. Please review the Rental Agreement Disclosure statement. There may be rights of way, utilities or other encumbrances which may limit the maximum size of any replacement mobilehome, accessory structure or equipment.

23. NO LIENS FILED, CLOUDS ON TITLE: Lessee will not allow any lien, claim or demand arising from any work of construction, repair, restoration, maintenance or removal done to or regarding the mobilehome or space, to be enforced against Lessor, and homeowner will pay all liens, claims and demands before any action is brought to enforce them. Homeowner agrees to hold Lessor free and harmless from all liability for any and all such liens, claims or demands, together with all costs and expenses, including but not limited to, attorneys' fees and court costs incurred by Lessor in connection with them. If any such lien, claim or demand is made, Lessor may require homeowner to discharge same within 30 days by payment, deposit or bond. If homeowner fails to do so, then, in addition to any other rights or remedies Lessor may have, Lessor may, but is not obligated to, procure the discharge of the lien, claim or demand by either paying the amount claimed to be due by deposit in court or bonding. Any amount Lessor pays or deposits plus all other costs and expenses incurred, including reasonable attorneys' fees and costs in defending any such action or procuring the discharge of the lien, claim or demand, shall be payable by homeowner as additional rent on the first of the calendar month, together with rent after written notice to homeowner where allowed by the lease or rental agreement.

24. NO RECORDING OF INTEREST: Homeowner shall not record any homestead against the title to the Park property, nor allow any mechanics lien, materialman lien or other lien to be filed against the Park. Homeowner shall not file any lis pendens against the Park property. Homeowner shall not record the lease or rental agreement or these Rules and Regulations or any memorandum thereof against the Park property. Lessor may require homeowner to discharge same within 30 days by either payment, deposit or bond. If homeowner fails to do so, then, in addition to any other rights or remedies Lessor may have, Lessor may, but is not obligated to, procure the discharge of the lien, claim or demand by either paying the amount claimed to be due by deposit in court or bonding. Any amount Lessor pays or deposits plus all other costs and expenses incurred, including reasonable attorneys fees and costs in defending any such action or procuring the discharge of the lien, claim or demand, shall be payable by homeowner as additional rent on the next monthly billing.

25. MAINTENANCE DUTIES RE: MOLD: Homeowner Responsible for Moisture, Accumulated Water, Mold: Homeowner shall maintain the space so water does not accumulate. Water must drain off in a fashion as to avoid runoff onto another space. The skirting shall not extend into the grade because moisture or water may accumulate under the mobilehome. All watering systems shall be installed, maintained and adjusted as necessary to avoid water run-off and standing water. Any beams shall be maintained to avoid the accumulation of water on the space. Any masonry skirting must contain sufficient ventilation to prevent accumulation of water under the mobilehome.

26. RECREATIONAL FACILITIES:

A. The hours for the recreational facilities are posted. The facilities will be closed from time to time for cleaning and repairing. Recreational facilities rules are posted and are incorporated by this reference. The closing hours for all facilities is 9:00 p.m., except for special events, or unless otherwise posted. The clubhouse shall be closed for legal holidays. *The Park is a private residential enclave and not open to the public.* The general public may not be invited into the Park for any reason (e.g., bake sales, garage sales, bingo).

B. Residents wishing to reserve the clubhouse for parties, meetings, or other functions may apply to management. Should the date not conflict with any other applications, social events or planned use of the facilities, and upon written approval of Lessor, the request will be granted. The clubhouse may be reserved for "private parties" provided that the time does not conflict with other functions; however, no homeowner or resident may bar another homeowner or resident from the clubhouse during such function. The clubhouse is available for all Park residents at all times the clubhouse is open, even though a resident or homeowner may reserve the clubhouse for an

event where the resident invites only certain persons to attend. There will be no charge for the use of the facilities; however, those scheduling the function will be responsible for the normal cleanup afterwards. All functions must be carried on in full compliance with the Park's Residency documents including these rules and regulations. Except for reserved functions approved in advance, the number of guests allowed at the clubhouse area is limited to four (4) persons per homesite.

C. **Cleanup-Deposit for Private Functions:** There will be no charge for the use of the clubhouse in the event the occasion is a resident function and all park residents are invited.

D. Lessor reserves the right to require a deposit of \$300.00 for any occasion or use which is not intended for the attendance or invitation of all park residents (for use in the event of damage to facilities, or damage or loss of fixtures or property in the facilities, other than nominal wear and tear) and for other legally permissible purposes. (Again, the clubhouse remains open to all Park residents during such an event.) Lessor may deduct the cost of any damage or the cost of cleaning from such deposit. No alcohol may be served or consumed at such a function.

E. Damages caused to the Park facilities or property will be charged and collected from the Resident who reserved the facility and/or others whose conduct was proximate cause for the damage.

F. Lessee is personally liable for the acts and omissions, including personal injury or damage, which is caused to any persons or park property while using the clubhouse, kitchen, pool area, patios or other common areas during the planned event. All costs and expenses for damage to park property, or for cleaning or repairs or replacement of damaged property shall be assessed against the homeowner and at Lessor's option, such charges may be added as further monthly rent when the charges are ascertained.

G. Lessee is required to provide the following information for a reservation of the clubhouse.

- 1) Who will be personally responsible for the conduct of the meeting and for cleanup and for any damage to the PARK's equipment, buildings, and facilities;
- 2) The number of people who will attend;
- 3) The nature of the gathering (e.g., social, recreational, political, etc.);
- 4) Whether or not mobilehome park living will be discussed;
- 5) When the event will start;
- 6) When the event will end;
- 7) What facilities or equipment will be used.

H. The community is intended for the occupation and use of lessees, their residents and invited guests. The community is private and not open to the public. The general public may not be invited into the park for any reason. No alcoholic beverages may be consumed in any common area of the community which is open to all Residents and guests.

27. SWIMMING POOL AREA RULES:

A. Rules are posted and are incorporated by this reference. **THERE IS NO LIFEGUARD. NO PERSONS SHOULD SWIM ALONE. IT IS RECOMMENDED THAT NO PERSON SWIM IF INTOXICATED.** The operation and use of the swimming pool may be a potential hazard if the people using it are not careful in every way. Use of the jacuzzi may pose a health and safety hazard to persons with certain medical conditions. Residents are advised to consult with their physicians prior to using the jacuzzi. There is a limit of four (4) guests per Space.

B. California law specifies that the management post sign which regulate pool usage. California Code of Regulations, Title 24, Chapter 31B "... apply to the construction, installation, alteration, addition, relocation, replacement or use of any ... mobilehome park." 3120B. 4 [No lifeguard sign] states that "[W]here no lifeguard service is provided, a warning sign shall be posted stating, 'WARNING: NO LIFEGUARD ON DUTY.' The sign also shall state in letters at least 1 inch (25 mm) high, 'Children under the age of 14 shall not use pool without a parent or adult guardian in attendance.'" Further, 3120B.7 [Warning sign for a spa pool] states that: "A warning sign for spa pools shall be posted stating, 'CAUTION and shall include the following language in letters at least 1 inch (25 mm) high: ¶ 1. Elderly persons, pregnant women, infants and those with health conditions requiring medical care should consult with a physician before entering the spa. ¶2. Unsupervised use by children under the age of 14 is prohibited. Federal authorities have not disallowed the California requirements.

C. All persons under the age of fourteen (14) *should (not must)* be accompanied by an adult in the swimming pool and spa pool (if any) in accordance with the requirements of signage mandated by the State of California. Persons who are incontinent must wear a protective rubber garment when in the pool. By reason of various Court rulings including *U.S. v. Plaza Mobile Estates*, parents and guardians of children have the exclusive right to decide the proficiency and maturity of their own children for using a swimming pool (where swimming is necessary to avoid drowning). Parents elect the rights conferred under federal law if and when children under 14 are allowed to use the pool.

D. PLEASE NOTE: PERSONS USING THE POOL DO SO AT THEIR OWN RISK!! DO NOT SWIM ALONE! THERE ARE NO LIFEGUARDS ON DUTY!! It should be taken into account that there is no lifeguard at the pool, the pool is not supervised by the Lessor, and no park personnel have any training or proficiency in life-guarding, rescue or medical treatment. Lessee should not swim alone. Lessee should obtain consent of a physician before using any recreational facility of the Park.

E. No alcoholic beverages may be consumed in any common area of the community which is open to all Residents and guests.

1) Running, horseplay, or other conduct or actions which may cause injury or damage or claims thereof are prohibited in the pool area and any recreational facility and common area.

2) Swimming attire is only permitted in the pool area. Persons who are not "potty trained" or who are incontinent may not use the swimming pool without plastic or rubber pants or liners or specifically designed swimmer products.

3) When the swimming pool or spa becomes overcrowded, Lessor may require a reasonable number of guests or others to stop using the facilities until the overcrowding eases. No diving or any other potentially dangerous means of entry into the pool or spa is permitted, such as running, jumping, diving, throwing or picking someone up into the air, or other unreasonably risky conduct. No jumping into the spa is permitted. No rafts or other inflatable objects are allowed in the pool.

a) NO FOOD, GLASSWARE OR BREAKABLE CONTAINERS ARE ALLOWED IN THE SWIMMING POOL AREA. Radios, CD and tape players, TVs, and other devices are not permitted in the recreational areas and clubhouse unless kept at a low volume or used with earphones so others are not unreasonably disturbed.

b) Shoes must be worn to the pool deck to keep debris from entering the pool. All persons using the pool must shower first. All body oil, sun lotion and like products must be washed off prior to entering the pool.

F. *Recreational and Common Area Release:*

1) Lessee understands and fully appreciates the potential danger of injuries and damages which can occur with respect to the use and operation of swimming pools and/or spas and other recreational facilities, as well as their adjacent areas and facilities and other common areas. Lessee also understands and fully appreciates that, were the Park to provide lifeguards or other supervision in and about these recreational facilities or other common areas, the increased expense would necessarily cause related increases in rent. Therefore, in consideration for the Park's forbearance from increasing rents to cover the expense of lifeguards or other supervision in and about the Park's recreational facilities and other common areas, and in consideration of being permitted to use and enjoy the recreational facilities and other common areas of the Park, YOU, ON BEHALF OF YOURSELF AND YOUR SPOUSE, PARTNERS, FAMILY MEMBERS, GUESTS, AND ALL MEMBERS OF YOUR HOUSEHOLD (COLLECTIVELY "MEMBERS OF YOUR FAMILY"), HEREBY RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE PARK AND ITS OWNERS, operators, employees, agents and representatives from all liability for any loss, injury or damage on account of injury resulting from the use of the swimming pool and/or spa, or other recreational facilities, or their adjacent areas and facilities, or other common areas of the Park by yourself, members of your family or your guests, excepting the negligence or willful misconduct of the Park or its owners, operators, employees, agents and representatives.

2) The above release is intended as a full and complete release as to any and all claims resulting from the use of the pool and/or spa, other recreation areas, or their adjacent areas or facilities or other common areas of the Park, notwithstanding *Civil Code §1542*, which provides that:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor," and you, members of your family and your guests do hereby release, indemnify and hold harmless the Park, its owners, operators, employees, agents and representatives from any and all such claims in the future.

3) YOU ALSO AGREE ON BEHALF OF YOURSELF, YOUR SPOUSE or SIGNIFICANT OTHER, ALL MEMBERS OF YOUR FAMILY AND GUESTS TO HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, LOSS OR DAMAGE resulting from the use of the swimming pool and/or spa or other recreational facilities or their adjacent areas and facilities or other common areas of the Park, even if

such bodily injury, loss or damage is due to the negligence of the Park owners, operators, employees, agents or representatives. Unless a term is defined in a different manner or the context in which the term is used indicates that a different meaning is intended, the definitions contained in the Park's current Rental Agreement and these Rules and Regulations shall apply to the term used in these agreements. Sub-paragraphs (a), (b), and this subparagraph (c), together with all other releases set forth herein, shall be construed to provide the most comprehensive and extensive release allowed by law and shall not be otherwise construed. This release shall not be construed to release the Lessor or agents and employees from liability for willful misconduct but only to the fullest extent permitted by law under *Lewis Operating Corporation v. Superior Court*.

28. CONDUCT STANDARDS:

A. Improper Conduct Prohibited: Actions by any person of any nature which may be dangerous, injurious, a nuisance, waste, criminal activity such as trespassing, assault, battery, burglary, robbery, inflicting distress, breach of quiet enjoyment, disturbing, annoying, obscene, offensive to the senses or other homeowners, profane, tortuous, damaging, illegal (a violation of any law, ordinance, regulation or statute), indecent, or which may create a health and safety risk or unreasonable interferences with the rights and privileges of others in the Park are prohibited. This includes, but is not limited to, any unusual, disturbing or excessive noise, intoxication, quarrelling, threatening, fighting, immoral or illegal conduct, illegal activity or dangerous or negligent conduct or conditions. This rule prohibiting unreasonable conduct includes, without limitation, the prohibition of vulgar, obscene, abusive and/or threatening language directed to any homeowner, guest, visitor or management employee. This prohibition against unreasonable conduct further prohibits, without limitation, any nuisance, assaulting, stalking, harassing, or threatening assault or damage to any homeowner, guest, visitor or management employee, or their families or property. Any such substantial annoyance shall be grounds for immediate termination of tenancy.

B. Law Violations Prohibited: The use, display or brandishing of any weapon, including but not limited to, a bow and arrow, BB/pellet/dart guns, slingshots, martial arts weapons, guns, paint guns, knives, fireworks, flares, other deadly weapons and guns are prohibited. Physical violence or threats thereof are agreed to constitute a substantial annoyance. 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 homeowners and their guests. No violations of laws and regulations is permitted.

C. Quiet Enjoyment Without Unreasonable Noise: Radios, televisions, record players, musical instruments and other devices must be used so as not to disturb others. Many mobile homes are prone to resonate or amplify stereo reproduction and sound so as to disturb and annoy other homeowners, especially sound in the bass range.

D. Encroachment Prohibited: Homeowners and their guests shall not encroach or trespass on any other homeowner's space or upon any area which is not open for general use by homeowners and their guests. For safety reasons, all Park property which is not for the use of homeowners 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 Lessor, shall not be used, tested, examined, opened, adjusted, inspected, tampered with or interfered with in any way by a homeowner, resident or guest.

E. Quiet Hours: Please be courteous to neighbors. Quiet hours are from 10:00 p.m. to 7:00 a.m. every weekday; on weekends and holidays, from 10:00 p.m. to 8:00 a.m. No construction, work, or noises which cause complaints from homeowner's neighbors are permitted during quiet hours. Unreasonable noise is prohibited at all times.

F. No Tampering – Park Property: All Park property which is not for the use of homeowners shall not be used, tampered or interfered with in any way.

G. Drug Free Zone – Zero Tolerance: Lessor will vigorously cooperate with all law enforcement agencies to prevent and stop any illegal use, sale, manufacture, growing, production, cultivating, distribution, transportation or possession of controlled substances (commonly known as "drugs"). Such cooperation with law enforcement will include all possible efforts to cause the forfeiture of the home as an instrumentality of the illegal use where possible. Illegal use, possession, manufacture, distribution, transport or sale of drugs in or about the Park is prohibited. In the event that substantial evidence of any such illegal activity is revealed to the management of the Park, immediate legal action, consultation with law enforcement agencies and other appropriate action may be immediately sought. The Park will act as prosecuting witness and seek maximum legal penalties for any and all perpetrators, accomplices, co-conspirators, aiders and abettors, or accessories after-the-fact to any such criminal activity. In this regard, by execution of these rules and regulations, residents and all family members hereby waive any privacy right in respect to any communication and warning to other residents and their children as to any substantial evidence revealed to the Park as to the existence of any illegal activity in regard to controlled substances, drugs or other narcotic on the part of the homeowners, residents and guests.

H. Termination of Tenancy for Substantial Annoyance: The MRL provides that Lessor may terminate a homeowner's tenancy in a

mobilehome park and proceed with eviction due to conduct upon the park premises by the homeowner or resident which constitutes a substantial annoyance to the other park residents. The term "substantial annoyance" is clarified in the following sub-sections "1" through "20." Homeowner(s) agree that conduct which constitutes a substantial annoyance to other park residents within the meaning of Civ. C. §798.56(b), shall include, but not necessarily be limited to the following conduct or combinations thereof, upon written complaint by other residents and witnesses and their willingness to cooperate and testify in a court proceeding due to the seriousness of the acts or omissions:

- 1) Frequent arguments at your space (neighbor to neighbor disputes, domestic disputes, domestic violence, etc.) which are audible to a next door neighbor inside their home or in the Park streets;
- 2) Any terrorist threats or racial/ethnic insults made to others, including management staff or neighbors;
- 3) Brandishing of any deadly weapon and/or discharge of any explosive device including fireworks, or discharge of any gun including compressed air guns and "BB" guns within the mobilehome park complex, whether intentional or accidental;
- 4) Multiple responses (i.e., 3 times in any 12 months) to the park by the police for reported criminal and/or nuisance activity or disturbances of the peace at your space;
- 5) Frequent late night and/or early morning social or business gatherings at your space;
- 6) Frequent vehicular traffic to and from your space for short visits;
- 7) Frequent bicycle or foot traffic to and from your space for short visits;
- 8) Frequent loud music at the space night or day which is audible to a next door neighbor inside their home or in the Park streets at an unreasonably loud level;
- 9) Operation of electronic transmission devices (e.g., "Ham" or "CB" radios) which interfere with radios, TVs or computers;
- 10) Frequent open consumption of intoxicants and/or drunken disorderly behavior whether at your space or in common areas;
- 11) Unsafe driving within the park including driving at an unsafe speed, failure to stop or yield and endangerment to pedestrians, children and pets;
- 12) Loud motor vehicle noises including modified muffler systems, car stereos and motorcycles going to and from your space;
- 13) Frequent improper street parking;
- 14) Continuing failure to maintain the mobilehome and space B including landscaping B according to the park rules and regulations and general park standards. This includes, but is not limited to improper open storage of personal property or debris, hazardous materials, inoperative vehicles, unregistered vehicles, unsightly vehicles and vehicle repair at the space;
- 15) Frequent or continuing accumulations of litter, rubbish, clutter or debris at the space;
- 16) Causing any open fire, whether intentional or accidental;
- 17) Lewd or obscene behavior outside your home or in the common areas;
- 18) Disturbing the peace by behaving in an unreasonably loud or disruptive manner outside your home or anywhere in the mobilehome park complex;
- 19) The uttering of profanity outside the home or in common areas loud enough to be audible to persons passing by.
- 20) Allowing to visit or live in your home, former resident(s) or homeowner(s) who have been evicted, or who moved out after having been served with eviction notices for substantial annoyance and/or behavior rules and regulations.

IMPORTANT! Lessees are cautioned to control the behavior of their guests and co-residents. Lessees are responsible for the conduct of all

guests and co-residents at their spaces.

I. The mobilehome and homesite 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 mobilehomes.

J. Smoking: No smoking is permitted in the common areas. No smoking outside the mobilehome on the homesite. No smoking in a vehicle in the park. No smoking of any substance in the mobilehome is permitted if such smoke migrates or is reported outside the mobilehome.

K. Marijuana: Lessor reserves the right to impose a policy of enforcement of policies followed by local, state and federal law enforcement as it may change from time to time. As stated above, mobilehome park living requires special restrictions for the safety and enjoyment of those who choose to reside in this park. The use, possession, sale, distribution or cultivation of controlled substances raises the likelihood of dangerous, violent, and injurious conditions from inside and outside the park. Under federal law, marijuana is classified as a controlled substance without medical value; and, possession or use of marijuana is illegal. No use of marijuana is permitted in the common areas of the park. No cultivation outside the walls of the mobilehome structure is permitted (including but not limited to screened or other patios, under awnings, driveways, inside sheds). Any use of marijuana in the vicinity of a minor shall be reported to the law enforcement as contributing to the delinquency of a minor. Any illegal sale, use, possession or growth of marijuana or other controlled substance, as enforced in accordance with local, state or federal policy, may result in termination of tenancy.

L. Typical Residential Neighborhood Standard: As a general rule, the community is like other typical residential neighborhoods of similar quality, age and population makeup in our geographic area. Just like any other typical residential area, you and the other residents are expected to accept a reasonable and foreseeable extent of usual disturbances and other activity by your neighbors and others. For example, dogs may bark, your neighbors may give a party, run their lawn mowers or leaf blower, practice a saxophone, or make too much noise starting a truck, or do other things which commonly occur in any other neighborhood which is temporarily disturbing. Lessor cannot make good neighbors, or make others have respect for neighbors. Lessor hopes you will cooperate and set an example for good neighbor relations.

M. A mediation procedure is always present to process disturbances or other disputes between neighbors. If one of your neighbors, another resident or their guest disturbs you, it is agreed that you will affirmatively make a friendly and respectful contact and seek to resolve and remedy the disturbance. Lessor is not the cause of such disturbances and shall have no responsibility, duty or obligation to intercede in a "neighbor vs. neighbor" dispute, except as may be required by law. No amount of Lessor effort can make for good neighbors. No such responsibility duty or obligation lies on Lessor's part by reason of any residency document. If Lessor seeks to take reasonable steps to try to resolve a "neighbor vs. neighbor" dispute, claim or demand, the following requirements apply.

N. When a lessee commences legal action against another resident, Lessor shall have no duty to intervene or take action where injunctive relief is already granted (hence cumulative); where liability has not been determined by arrest, restraining order or injunction, indictment or information brought by a government prosecutor.

1) Issuance of a restraining order or injunction based on breach of quiet enjoyment constitutes good and sufficient grounds for termination of tenancy as a substantial annoyance or other relief including, without limitation, injunctive relief.

2) An altercation of such sufficient seriousness to justify intervention by law enforcement officers constitutes sufficient grounds for termination of tenancy as a substantial annoyance.

O. In many instances, it may be impossible or impractical for Lessor to enforce certain rules. Lessor is not liable for typical and routine noise and disturbances commonly and typically experienced in a residential community.

1) Enforcement of these Rules and Regulations is a private matter between the Lessor and each Lessee individually. Lessee is not third party beneficiary of any agreement not its own. Should Lessor seek any injunction, irreparable harm and the lack of adequate legal remedy is presumed by *Civil Code §798.88* and need not be proved, established, or evidence thereof proffered.

2) Substantial violations of Rules and Regulations may be a public nuisance. Such violations cannot reasonably or adequately be compensated in damages and, therefore, Lessor shall be entitled to appropriate injunctive relief without proof of damages or harm.

3) These Rules and Regulations may differ from other Rules and Regulations in effect in the park. Thus in the event for example that a neighbor is claimed to be violating a rule and regulation, that violation gives rise to a remedy available only to Lessor, and Lessor may pursue such remedy or not in Lessor's discretion; such a rule violation does not give rise to a claim against Lessor for not enforcing rules and regulations as to a complaining Lessee.

P. WARNING: ENGAGING IN THE CONDUCT IDENTIFIED ABOVE, OR ANY OTHER CONDUCT DEEMED BY THE MANAGEMENT TO BE A SUBSTANTIAL ANNOYANCE TO OTHER PARK RESIDENTS SHALL BE GROUNDS FOR A TERMINATION OF TENANCY.

29. WAIVER OF DEFAULT:

A. No waiver by Lessor of management's right to enforce any provision hereof after any default on the part of homeowner, shall be deemed a continuing waiver or a waiver of management's right to enforce each and all of the provisions hereof upon any further or other default on the part of the homeowner. The acceptance of rent shall not be, or become construed to be, a waiver of any breach of any term, covenant or condition of homeowner's lease or affect any notice, demand or suit hereunder.

B. Acceptance of rent shall not reinstate or create a tenancy. Conditional acceptance of rent pending approval of tenancy shall not be deemed to create a tenancy or waive any requirements applicable to tenancy, purchaser application or approval requirements or assignment or transfer requirements. Acceptance of rent shall constitute no waiver of rule violations or any rule, substantial annoyance, or other grounds for the termination of tenancy specified under the MRL, or other rights. Acceptance of rent after service of a notice to terminate tenancy shall not waive, affect or prejudice the notice. Nor shall routine service of other notices, management communications, or other actions or omissions of the management waive, prejudice, or affect the right to terminate tenancy, process a purchaser application and approve a homeowner for tenancy, or otherwise affect the rights of management. Possession of rent by management shall not be acceptance until actually approved by the Lessor; accordingly, the receipt by or the tender of payment to the resident manager shall be conditional and for custody purposes only until approved and accepted by the Lessor.

C. Lessor may exercise any right under the terms of the rental agreement or lease, or these rules and regulations as amended or modified or any other right of the Lessor under applicable law, and do so at any time subsequent to the date such right became effective hereunder, and do so retroactively to the date the right initially became effective or enforceable and demand performance from such inception through to and including the date of the demand and thereafter; any such delay, forbearance, whether intentional or inadvertent in enforcing any such right shall not be construed as a waiver, release or acquittal, accord and satisfaction, settlement in whole or part; shall not constitute an estoppel, or laches; and, shall not render any such right unenforceable or be a defense against enforcement of such rights from the time such right could first be exercised and thereafter.

30. CIVIL CODE NOTICE REGARDING SEX OFFENDERS: The following notice is provided for the information of the homeowner and resident, and is required to be provided for residential rental agreements. For the convenience of manufactured homeowners, this notice is also included herein. "Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the Park of residence and ZIP Code in which he or she resides."

31. CHANGES IN SERVICE, FACILITIES, IMPROVEMENTS:

A. All of the rules and regulations may be changed at any time as permitted by the MRL, including changes to the MRL which may be made in the future. If any part of these Rules and Regulations or any document referred to in them is, in any way, invalid or unenforceable, the remainder of these Rules and Regulations or other documents shall not be affected and will be valid and enforceable to the fullest extent permitted by law. The same is true if the application of any part of these Rules and Regulations, or any document referred to in them, is in any way invalid or unenforceable to any person or circumstance.

B. Lessor may unilaterally amend, add to or delete any rule at any time during the initial or hold over term. This agreement may be amended except for the initial term of occupancy (duration of tenancy from inception to expiration). No term, covenant, condition, promise, or provision of this agreement or rules and regulations and all other residency documents, memoranda, signs and postings are essential to occupancy; none are the "heart" of the occupancy except payment of rents and the right to occupy the space; none are an inducement for occupancy; and, all are subject to change by Lessor. Failure to comply with the rules and regulations, now and in the future, will constitute good and sufficient cause for eviction. Lessor shall not be restricted in any way from imposing such additions, deletions and modifications and it is agreed that the judgment issued in the case of *Rancho Santa Paula Mobilehome Park, Ltd. v. Evans* 26 Cal.App.4th 1139 (1994), shall have no application to occupancy.

32. MEDIATION AND RESOLUTION OF DISPUTES:

A. *Mediation:* Lessor and Lessee agree to mediate any dispute or claim arising between them out of this Agreement or any

resulting transaction, before resorting to expedited arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. If for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney's fees even if they would otherwise be available to that party in any action (except for any claims arising under the MRL governed by Civ. C. §798.85).

B. *Why arbitration?* To ensure speedy resolution of disputes (4 months' time) with more convenience than a courthouse (informality, ease of scheduling) and due respect for our disputes (no "assembly line" push, needless court procedures, long lines, high costs, court appearances). For these reasons, neutral and fair arbitration is used to resolve disputes. An Arbitrator shall determine arbitration costs; Lessor shall advance all fees for arbitration. Arbitration applies to all claims for personal or bodily injury; and, claims for property damage and any claimed loss or expense whatsoever (apart from damages incidental to an unlawful detainer action). Disputes are decided by a neutral and fair arbitrator pursuant to the Federal Arbitration Act (FAA). The FAA is used because mobilehomes (and accessory structures, appliances, equipment and materials for construction, maintenance and repair) are constructed, occupied, shipped, sold, warranted, financed and leased in and among the several states and within interstate commerce.

C. *Self-Executing:* The arbitrator shall determine all issues including whether the dispute may be arbitrated or not arbitrated without need and cost of court proceedings. State laws shall not apply. The Commercial Rules of the Judicial Arbitration and Mediation Service ("JAMS") procedures apply except if the arbitrator selects the rules of another alternate dispute-resolution organization. A copy of the JAMS rules is available at www.jamsadr.com; a copy is on file in the park office. Legal standards of evidence (preponderance of admissible evidence) applies. Neutrality is essential and required. No joinder of actions is permitted (except the family members in a single household), no multiple plaintiff actions, no representative actions, no consolidation and no class actions are allowed. The award is final and may be entered as a court judgment.

D. *Arbitration to be close by:* The dispute is submitted to any alternative dispute resolution organization within 75 miles of the park. Or, we can agree on an arbitrator. That organization shall select from 5 proposed arbitrators, after each side has the opportunity to strike up to 2 names.

E. *Hearing as Soon as Possible:* No party shall recover their attorney's fees in arbitration (notwithstanding an attorney's fees clause to the contrary in this agreement, except where required to be permitted by Civ. C. §798.85). Discovery permitted as per federal law; compensatory and punitive damages are allowed as per applicable law. The arbitration shall be as soon as possible by schedule determined by the arbitrator.

F. *Exclusions:* The following matters are excluded from mediation and reference: (i) a warehouse lien under Commercial Code §§7-209 and §§7-210; (ii) an unlawful or forcible detainer actions; (iii) the filing or enforcement of a mechanics lien; and, (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction or other provisional remedies, shall not constitute a waiver of mediation, reference or arbitration provisions. Arbitration does not apply to small claims actions, foreclosure actions or eviction actions to preserve Lessee's right to a jury trial if termination of tenancy is sought; nor shall it apply to injunction, because irreparable harm requires immediate relief. Arbitration shall be completed within 4 months from demand for arbitration.

G. This paragraph is intended to promote federal policy favoring arbitration to be construed per *AT&T Mobility v. Concepcion*, decided in April, 2011 by the United States Supreme Court.

33. ENTRY UPON HOMESITE:

A. Lessor may enter onto the homesite for any legitimate purpose, including, but not limited to, the following: maintenance of utilities, inspection for compliance with Rules and Regulations, reading of the meters and service of notices, maintenance of homesites, to gain access to other homesites or areas of the Park or other improvements in order to make repairs or undertake other maintenance, and to add or replace improvements. Lessee shall close all windows during landscape maintenance of common areas, the homesite or other areas and to attenuate noise and to prevent dust and debris from leaf blowers and other equipment, from entering the mobilehome. Such routine maintenance responsibilities of the Lessor will be carried out during business hours. Lessee promises and agrees to close windows and doors when outside maintenance or repairs are underway so dust does not enter the mobilehome. Lessor may enter the mobilehome without prior written consent in the case of an emergency or where Lessee has abandoned the mobilehome, or otherwise in accordance with the MRL.

34. INDEMNIFICATION:

A. *Lessee Negligence and Culpability:* Lessee hereby agrees to indemnify and hold Lessor and all agents and employees harmless from and on account of any damage or injury to any person, or to the furniture, equipment, records, goods, wares, or merchandise of

any person, arising from the use of the Community by or conduct of the lessee or other family members, residents and guests or arising from failure to keep the home or homesite in good condition, as herein provided, or arising from the negligence of the lessee for any damage by or from any act or negligence of any co-Resident or their guests, or by any Lessor or occupant of adjoining or contiguous homes. Lessee agrees to pay for all damage to the Community and homesite, as well as all damages to all others, their guests and families thereof caused by lessee or guest's negligence or misuse of the Community. Lessee hereby waives all claims against Lessor for damages to furniture, equipment, records, goods, wares or merchandise in, upon, or about the mobilehome from any cause arising by reason of any act or omission of resident, guests, invitees or others.

B. Core Tenancy Functions: With respect to the space, and provided utilities, Lessor is not liable for and is hereby released from any loss, damage or injury of any kind to the person or property of any Lessee, residents, guests and any of their agents, employees, invitees, or to any other person, caused by any use or occupation of the space, or by any defect in the space improvements, or arising from any other cause in or about the space inclusive of all essential or core tenancy duties, unless resulting from Lessor's negligence or willful misconduct.

C. Non-Core Tenancy Functions. With respect to common areas, Lessor is not be liable and is hereby released in respect to Lessee, residents or guests, agents, invitees or employees, for any bodily or personal injury, damage to property or legal damages, or other loss to person or property caused by facilities, amenities, physical improvements, conditions or defects therein, or by Lessor, other persons while therein or thereon. For example, Lessee understands and fully appreciates the potential danger of injuries and damages which can occur with respect to the use and operation of swimming pools and/or spas and other recreational facilities, as well as their adjacent areas and facilities and other common areas. Such facilities contain inherent risks even when reasonable precautions and conduct are taken. Use of the facilities is not part of the base requirements of tenancy and all risk can be best avoided by the refrain from presence or use thereof. Lessee agrees to indemnify and hold Lessor harmless from and against any and all claims for damages to property or person arising from Lessee's use or occupation of the space or caused by any pet kept on the space, or from any activity or work being done, permitted or suffered by Lessee in or about the space. Further, Lessor shall not be liable for personal injury or damage or loss of personal property (furniture, jewelry, clothing, etc.) from theft, vandalism, fire, water, rain storms, smoke, explosions, or other causes whatsoever. Lessee agrees to indemnify and hold Lessor harmless from all loss suffered by Lessee or other persons in any of the aforesaid circumstances. The foregoing release means that Lessee shall proceed at its peril in common areas, facilities and amenities which are not part of the duty of habitability of the space, including the pools, clubhouse, walkways, paths, the common areas including the roadway providing ingress and egress to the Park.

D. Interpretation. This paragraph entitled "INDEMNIFICATION" shall be construed as a release to the fullest extent of the law in accordance with *Lewis Operating Corporation v. Superior Court of Riverside County*, 200 Cal.App.4th 940 (2011).

35. **INCAPACITATION, DECEASE OF LESSEE**: Upon the departure of the last homeowner over fifty—five (55) years of age from the Space, the requirements under this rule and regulation shall become applicable and remain in effect until the inception date of a succeeding tenancy approved by park management (as reflected by mutual execution of a new rental agreement for the homesite). "Departure" is defined as the vacation from the homesite by the last homeowner (the lessee who executed the lease or rental agreement, is a registered owner and whose credit was approved for tenancy), whether based on change of residence or decease. In such event, *Civil Code §798.78* shall apply in the event of decease. The heir(s) or representatives of the deceased homeowner may sell the mobilehome to a third party in accordance with these rules and regulations, but only if:

A. All the homeowner's responsibilities and liabilities to the Lessor regarding rent, utilities, and other charges of the tenancy are timely paid on the first of the month in advance as they accrue.

B. The mobilehome and the homesite are reasonably maintained pursuant to the rental agreement including the rules and regulations.

C. In addition to the foregoing and where the departure is based on a change of place of residence, the following requirements shall also be applicable: herein).

- 1) The mobilehome will be stored (no physical occupancy/possession as a residence, office or any purpose except as defined
- 2) No prospective homeowner shall take possession of the mobilehome except after approval in writing by the Lessor of the new purchaser, and after close of escrow. Failure to comply shall entitle Lessor to declare termination and breach and seek all remedies. Prospective homeowner is required to be the registered owner of the mobilehome.
- 3) Payment made pursuant to this rule and regulation is compensation for storage use on a month to month basis and shall

under no circumstances be construed as rent or evidence of the intention, agreement, or acquiescence to the establishment or renewal of a mobilehome tenancy; no mobilehome tenancy is created by receipt of monies by Lessor, nor shall such receipt affect any demand, suit or claim.

4) Best efforts must be used to sell the mobilehome. Heir(s) or representative shall at all times during this agreement: maintain an active listing agreement with an agent of choice to offer the mobilehome for sale; cooperate with the listing agent(s); and, negotiate in good faith for the sale of the mobilehome.

5) The mobilehome must remain vacant and unoccupied at all times. Entry onto the homesite and within the park is restricted as follows. The storage of the mobilehome prohibits any actual or personal possession for residence or other purposes by anyone. The mobilehome may be shown to prospective purchasers. Entry onto the homesite is permitted for maintenance of the homesite and the landscaping as required by the rules and regulations. Entry onto the homesite is permitted for the purposes of accompanying inspectors or contractors giving bids for work. No entry onto the homesite is otherwise permitted. No use of the common areas is permitted.

6) In the event of any breach or default, Lessor may pursue all rights under law, including public sale of the mobilehome.

36. SEWER DISPOSAL: MATERIAL WHICH WILL NOT DISSOLVE IN THE SEWER SYSTEM, such as facial tissue, paper towels, sanitary napkins, or dryer sheets MUST NOT BE FLUSHED DOWN THE TOILETS. To prevent stoppage, grease and coffee grounds must not be placed in sewer system. No toxic substances may be placed in any refuse container but must be carried out of the park and disposed of in accordance with law. Such substances as oils, gas, machinery fluids of all kinds, paint, astringents, solvents, thinners, acids, detergent waste, etc. are prohibited from being disposed of in the park. (Your cooperation in this matter will be appreciated by all of the residents of the Park; violation of these rules may require eviction or other relief for protection of the park and natural environment.) Any cost or expense incurred by the Lessor in remediating a sewer stoppage caused by homeowner or residents which can be identified as having occurred in the branch line located between the mobilehome sewer outlet and the main sewer line, not affecting other mobilehomes, shall be the responsibility of the homeowner or residents who caused the stoppage to occur; in such case, Lessor may charge homeowner, as further rent pursuant to the rental agreement, for the damage and expense so resulting, and may do so by adding the cost of the remediation to the monthly rent statement for the month which follows the completion of the remediation and payment of the cost for same.

37. SPECIAL RULES INCORPORATED BY REFERENCE: Other rules of conduct concerning the use of the Park's facilities are posted throughout the Park and by this reference are incorporated herein as though set forth in full. Residents must read and follow the posted rules.

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

39. EXECUTIVE ORDERS COMPLIANCE: Lessee hereby represents and warrants to Lessor and Lessor hereby represents and warrants to Lessee that each and every "person" or "entity" affiliated with the respective party or that has an economic interest in the respective party or that has or will have an interest in the transaction contemplated by these Rules and Regulations and the purchase/ownership of the mobilehome or in any property that is the subject matter of the rental agreement or lease and the purchase of the mobilehome or will participate, in any manner whatsoever, in the leasing of the space and the purchase of the mobilehome located thereon, is:

A. Not a "blocked" person listed in the Annex to Executive Order Nos. 12947, 13099 and 13224;

B. In full compliance with the requirements of the Patriot Rules and all other requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury ("OFAC").

40. ACKNOWLEDGMENT AND EXECUTION: Lessee acknowledges and agrees as follows:

A. That you and the other members of your household have had the opportunity to read these Rules and Regulations and all documents it incorporates or refers to and the opportunity to discuss these Rules and Regulations and all such documents with an attorney and any other advisor you might choose to select. You and the other members of your household agree to comply with all the terms of these Rules and Regulations and the documents it incorporates or refers to. You also agree to be responsible for the conduct of other members of your household and all guests or other persons who are in the Park with the permission or at the request of you or other members of your household.

Initial by LESSEE: + _____ Initial by Management: + _____

B. YOU AND THE OTHER MEMBERS OF YOUR HOUSEHOLD ALSO AGREE THAT THESE RULES AND REGULATIONS MAY BE MODIFIED TO ADD OR SUBTRACT PROVISIONS OR MODIFY EXISTING PROVISIONS IN ACCORDANCE WITH CALIFORNIA CIVIL CODE §§ 798, et seq. BY SIGNING BELOW, YOU AGREE THAT THESE RULES AND REGULATIONS ARE EFFECTIVE IMMEDIATELY ON YOU AND ALL MEMBERS OF YOUR HOUSEHOLD.

Initial by LESSEE: + _____ Initial by Management: + _____

C. NOTE TO NEW HOMEOWNERS AND ESCROW: THIS AGREEMENT WILL NOT BE EFFECTIVE UNLESS THE PURCHASE OF THE MOBILEHOME IS COMPLETED; OTHERWISE THIS AGREEMENT IS EXPRESSLY NULL AND VOID FOR ANY PURPOSE. You warrant that all information provided to us is true and correct, constituting material inducements for this agreement. You shall promptly notify us in writing of any change in this information. Provision of false information is fraud, and justifies rescission, damages, and other remedies.

Initial by LESSEE: + _____ Initial by Management: + _____

D. NOTE TO HOMEOWNERS AND ESCROW: These rules contain a binding arbitration clause.

Initial by LESSEE: + _____ Initial by Management: + _____

E. NOTE TO HOMEOWNERS AND ESCROW: PROPOSITION 65 WARNING. The Premises as well as the common areas in and around the Community may contain at least one of the following chemicals known to the State of California to cause cancer or reproductive toxicity and for which warnings are now required. These chemicals include, but are not limited to: tobacco, smoke, lead and lead components, asbestos, carbon monoxide and gasoline components.

Initial by LESSEE: + _____ Initial by Management: + _____

F. You warrant that all information provided to us is true and correct, constituting material inducements for this agreement. You shall promptly notify us in writing of any change in this information. Provision of false information is fraud, and justifies rescission, damages, and other remedies.

Initial by LESSEE: + _____ Initial by Management: + _____

I / WE AGREE THAT WE HAVE READ, UNDERSTOOD AND VOLUNTARILY AGREED TO ALL OF THE PROVISIONS OF THIS AGREEMENT WHICH CONSIST OF THESE RULES AND REGULATIONS AND THE OTHER DOCUMENTS REFERRED TO IN IT.

LESSEE
+ _____
Dated: + _____

LESSEE
+ _____
Dated: + _____

LESSEE
+ _____
Dated: + _____

LESSEE
+ _____
Dated: + _____

Names of all other persons residing at space: + _____

APPROVED BY MANAGEMENT:

+ _____
Dated: + _____

EXHIBIT "1" INSTALLATIONS AND ALTERATIONS REQUIRING A PERMIT - PART I

ELECTRICAL				
Alteration Type	Permit	Plan Review	Load Calculations Required	Comments
Air Conditioning				
Install (Add) - Air Conditioning	Yes	No	*Yes	*Unless home is factory A/C ready. Refer also to Mechanical.
Replace - Air Conditioning	Yes	No	*Yes	*If A/C amperage is increased. Refer also to Mechanical.
Appliance				
Install (Add) - "Built-in" Electrical Appliance	Yes	No	Yes	
Replace - "Built-in" Electrical Appliance	Yes	No	*No	Unless amperage increase.
Ceiling Fan				
Install (Add) - Ceiling Fan	Yes	No	No	
Receptacle/Switch				
Replace - Receptacle/Switch	No	No	No	
Misc.				
Change - Electrical System (Upgrade/Downgrade)	Yes	No	Yes	
Install (Add) - Dedicated Branch Circuit	Yes	No	Yes	Furnace, Water Heater, etc.
Install (Add)/Replace - Electrical Panel	Yes	No	No	
Install (Add)/Replace - Electrical Circuit	Yes	No	*	*Load calculations may be required.
Install - Meter Base	Yes	Yes*	No	*HCO detail available.
Replace - Circuit Breaker or Fuse	No	No	No	Must be the same amperage and disconnect type.
Transition - Branch Circuits from aluminum to copper	Yes	No	No	Pigtails, receptacles and switches.

MECHANICAL				
Alteration Type	Permit	Plan Review	Engineered Plans	Comments
Air Conditioning / Evaporative Cooler				
Install - Air Conditioning (New or Replacement)	Yes	No	No	Refer also to ELECTRICAL classification.
Install - Evaporative Cooler	Yes	No	No	
Furnace / Heater / Heat Pump / Stove				
Replace - Furnace (No system changes)	Yes	No	No	
Replace - Furnace (Any changes or outside A/H)	Yes	Yes	No	
Replace or Install - Heater (Freestanding Gas or Oil Burning)	Yes	No	No	
Replace or Install - Heat Pump	Yes	No	No	
Replace or Install - Wood or Pellet Burning Stove	Yes	No	No	
Gas Line				
Install/Add to Length/or Modify - Gas Line	Yes	Yes	No	
Range, Oven, or Cooktop (Gas)				
Replace - Built-in oven, range, cooktop, or freestanding range.	Yes	No	No	Same size, location, and BTU rating with no gas line changes.
Range Hood				
Replace - Range Hood	*No	No	No	*Same size and location including venting.
Replace - Range Hood	*Yes	No	No	*Different size or location including microovens.
Water Heater				
Replace or Install - Water Heater (Gas or electric)	Yes	No	No	Water heaters installed outside and adjacent to the home, with connections provided from the home and placed in an approved manufactured metal cabinet will not require an Alternate Approval.

PLUMBING				
Alteration Type	Permit	Plan Review	Engineered Plans	Comments
Drain, Waste and Vent				
Install/Modify - Drain, Waste and Vent (DWV) or Water System	*Yes	Yes	No	*Bathub, Dishwasher, Lavatory, Shower, Sink, Toilet, Washing Machine, etc.
Repair/Replace - DWV Trap	No	No	No	
Replace - Kitchen Sink, Lavatory, or Toilet	*No	No	No	*Provided no alteration to DWV or water system.
Replace - Mechanical Auto Vent	No	No	No	

RECEIVED at + _____ : _____ o'clock + _____ m., on + _____ 201 +
 Lessee: + _____

Initials

EXHIBIT "1" INSTALLATIONS AND ALTERATIONS REQUIRING A PERMIT - PART 2

STRUCTURAL (Continued)				
Alteration Type	Permit	Plan Review	Engineered Plans	Comments
Walls				
Modify/Remove - Bearing Wall	Yes	Yes	*Yes/No	*An engineered plan or design is required for units manufactured after Sept. 15, 1971.
Modify/Remove - Non-bearing Wall	Yes	Yes	No	
Wall Covering - Exterior	Yes	Yes	*Yes/No	*An engineered plan or design is required for units manufactured after Sept. 15, 1971.
Wall Covering - Interior	Yes	No	No	Maximum flame spread 300 required. (Details available for same spread requirements.)
Sidecut or Endwall Opening (New or enlarged)	Yes	Yes	**Yes**/No	*If lintel or header is applied, **Use HCD header schedule.
Windows				
Replace - Windows (Same size/type)	**Yes/No	No	No	*Permit required for units manufactured after Sept. 15, 1971 when openings are enlarged or reduced, when bedroom egress window is replaced, or when structural change to window framing or header is necessary. No permit required when replacing single pane window with dual pane window or when installation of bay window(s) requires no additional support.

STRUCTURAL (Accessory Structure)				
Alteration Type	Permit	Plan Review	Load Calculations Required	Comments
Structure Attachment				
Attach - *Awning (Wood, Garage, or Porch)	**Yes	Yes	***Yes/No	*Awning shall comply with IBC, Section 1408. **MH Alteration Permit required from HCD, Awning, Garage, and Porch construction is a separate permit issued by the enforcement agency having jurisdiction. Alternate Approval from HCD may be required for attachment. ***An engineered plan or design is required for units manufactured after Sept. 15, 1971.

PLUMBING (Continued)				
Alteration Type	Permit	Plan Review	Load Calculations Required	Comments
Garbage Disposal				
Install (Add) - Garbage Disposal	Yes	No	No	
Replace - Garbage Disposal	No	No	No	
Washing Machine				
Install/Replace - Washing Machine	*No	No	No	*Permit required if water supply and/or drain line not present or altered.
Misc.				
Gas Lines				See MECHANICAL requirements.
Water Heater				See MECHANICAL requirements.

STRUCTURAL				
Alteration Type	Permit	Plan Review	Engineered Plans	Comments
Chassis / Frame				
Repair - Chassis/Frame	Yes	Yes	*Yes	*An engineered plan or design is required for units manufactured after Sept. 15, 1971.
Doors (Exterior)				
Replace - Door(s) with same size and type*	*Yes/No	No	No	*Alternate size or type requires permit.
Floors				
Repair - Decking	*Yes	No	No	* Required if over 4 square feet.
Repair - Joist	Yes	Yes	No	
Replace - Joist	Yes	No	No	
Roof				
*California Roof	Yes	Yes	*Yes	*An engineered plan or design is required for units manufactured after Sept. 15, 1971. HCD plan available with 30 PSF maximum.
Built-Up or Overlay	Yes	Yes	Yes/No	*An engineered plan or design is required for units manufactured after Sept. 15, 1971.
Insulated Roof System*	*Yes	Yes	No	*One inspection required.
Re-Roof* (Existing roof covering removed)	*Yes	No	No	*Two inspections required (Underlayment and final). This does not include coating metal roof with approved roof coating material.
Repair - Rafter or Truss	Yes	Yes	No	
Repair/Replace - Sheathing	Yes	No	No	
Replace - Truss	Yes	Yes	*Yes/No	*An engineered plan or design is required for units manufactured after Sept. 15, 1971.

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PROPOSAL FOR WORK

I, _____ (insert Lessee name), propose to contract for
and to do the following work at space number _____ (insert space number)

Describe what Lessee proposes to do:

Beginning date _____, 201____; Completion Date _____, 201_____.

Work to be done by: _____ (insert contractor name), California License Number
_____.

Contractor carries liability insurance and workers compensation insurance with the following insurers.

I understand that I may not commence any work until this proposal is reviewed and approved by the management and where required, all permits from the local enforcement agency have been obtained. I understand that this proposal may be disapproved if the proposed work would result in the violation of the rules and regulations of the Park.

I understand that I am responsible for any harm, injury or damage which results from the work I propose to do or have done.

Dated: _____, 201 ,

By: _____ (insert Lessee signature)



FHAA Fair Housing Policy



EQUAL HOUSING OPPORTUNITY

WE DO BUSINESS IN ACCORDANCE WITH THE STATE AND FEDERAL FAIR HOUSING LAWS. IT IS ILLEGAL TO DISCRIMINATE AGAINST ANY PERSON BECAUSE OF RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, HANDICAP OR DISABILITY, FAMILIAL STATUS ("older persons' policy applies in this community), SOURCE OF INCOME, NATIONAL ORIGIN, ANCESTRY OR FOR ARBITRARY REASONS UNDER STATE LAW - DISCRIMINATORY ACTIONS OF THE MANAGEMENT, LESSEES, RESIDENTS, GUESTS OR OTHERS MAY BE REPORTED TO OWNER'S AGENTS, OR THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING. MANAGEMENT WILL NOT AT ANY TIME UNLAWFULLY ADMINISTER, ENFORCE OR EXPRESS ANY PREFERENCE WITH RESPECT TO EXISTING OR PROSPECTIVE HOMEOWNERS, RESIDENTS, OR GUESTS BASED ON ANY PROTECTED CLASS STATUS AS DEFINED UNDER SUCH LAWS. NO SUCH UNLAWFUL ACTIVITY BY OTHER PERSONS WHETHER RESIDING IN OR DOING BUSINESS IN THE COMMUNITY OR OTHERWISE IS PERMITTED; ANY UNLAWFUL DISCRIMINATION KNOWN OR REASONABLY SUSPECTED MAY BE REPORTED TO APPROPRIATE GOVERNMENT AUTHORITIES FOR PROSECUTION.

Reasonable Accommodation Policy

Management has the affirmative obligation to operate the Community in a nondiscriminatory manner as provided by state and federal law. Management must, accordingly, consider requests for reasonable accommodations from applicants and Lessees with disabilities. A disability is a physical or mental impairment which substantially limits one or more major life activities, such as caring for oneself, performing major tasks, walking, seeing, hearing, speaking, breathing, learning and working; a record of such an impairment; or being regarded as having such an impairment. There must be an identifiable relationship, or nexus, between the requested accommodation and the individual's disability, to show that a requested accommodation is necessary. There must be a verifiable disability involved in order to qualify for a reasonable accommodation.

Management will consider requests for reasonable accommodations as each need arises. A request for reasonable accommodation can be made by the person with the disability, a family member, or someone else acting on the individual's behalf. A request can be made orally or in writing. If needed, management would provide assistance for the individual, to put this request in writing.

For example, a reasonable accommodation may include:

1. A change in the rules or policies or how we do things.
2. A change, structural modification or repair in your mobilehome.
3. A change in the way we communicate with you or give you information.
4. Altering a mobilehome or space so that it can be used by a person who uses a wheelchair.
5. Permitting a service animal.

When a request for reasonable accommodation has been received, management will respond in a timely manner.

If a request for an accessible feature(s), policy modification or other reasonable accommodation to accommodate a disability would result in a fundamental alteration in the housing, compelling management interests or an undue financial and administrative burden, then other action would be investigated and taken to accommodate the Lessee. The determination of undue financial and administrative burden will be made on a case-by-case, involving various factors such as the cost of the reasonable accommodation, the financial resources of the management, the benefits the accommodation would provide the requester, and the availability of alternative accommodations that would adequately meet the requester's disability-related needs.

If a requested accommodation is rejected because it is not reasonable, then management would engage in an interactive dialogue with the requester to determine if there is an alternative accommodation that would adequately address the requester's disability-related needs. If an alternative accommodation is reasonable and meets the individual's needs, then management Terrace, Inc. would grant this accommodation.

Requester must make a request before any modification is made, before any expense is incurred for a modification, and in the case of an applicant for tenancy, before completing the purchase of a mobilehome. Expenditures made prior to completing the process of submitting a request and engaging in dialogue with management cannot be considered in determining what is a reasonable accommodation. Please request an application for reasonable accommodation from the Community Office or to submit your own informal request.

THE COMMUNITY COOPERATES WITH ALL LAW ENFORCEMENT AGENCIES IN THE IDENTIFICATION, APPREHENSION AND PROSECUTION OF ALL PERSONS WHO USE, SELL, POSSESS, TRANSPORT OR MANUFACTURE ANY CONTROLLED SUBSTANCES AND ILLEGAL SUBSTANCES AND THINGS, AND ALL PERSONS WHO HARBOR SUCH PERSONS OR ALLOW THEM INTO THEIR MOBILEHOMES OR THIS COMMUNITY. OWNER WILL FURTHER COOPERATE TO THE FULLEST EXTENT OF THE LAW, WITH ALL EFFORTS TO PROSECUTE SUCH PERSONS AND SEEK THE FORFEITURE OF ALL INSTRUMENTALITIES OF SUCH CRIMES. TENANCY WILL BE TERMINATED FOR SUCH CONDUCT AS A SUBSTANTIAL ANNOYANCE TO OTHER RESIDENTS.

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Lessee: + _____
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