RANCHO DEL REY MOBILE HOME ESTATES
16222 MONTEREY LANE
HUNTINGTON BEACH, CA 92649

RULES AND REGULATIONS

COPY

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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,
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RULES AND REGULATIONS

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January 2001

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(OVER)

disagreements and other problems which may occur in our Park. Therefore, everyone must realize that, although we will make a reasonable effort and try and have residents and guests comply with these Rules and Regulations, we will not try to "over-enforce" these rules where the infraction seems to be minor or just a routine everyday occurrence most people put up with in the typical neighborhood. There will also be instances where we will not be able to be successful in enforcing these rules. In many instances, it may be impossible or impractical for us to enforce these rules because, for example, our ability to enforce is limited by the time available to our personnel, the severity of the violation, and other practical and legal considerations and constraints. Because of these and other similar considerations, you are agreeing that by moving into our Park or by continuing to live here, we will not be liable to you or others for normal, routine disturbances or other kinds of things which one should commonly expect when they live in our society, nor will we be liable to you for our inconsistent or lack of enforcement of these Rules and Regulations.

D. Basic Rule Applicable to All. **Also please understand that, although these Rules and Regulations cover a variety of subjects, it is impossible for them to deal with everything you and your guests are expected to do or not do. Therefore, keeping in mind all of the limitations and other things we've said in the preceding paragraph, the basic rule and regulation applicable to everyone is that they (i) will behave reasonably and be respectful of the legitimate rights of others; (ii) will not do anything to unreasonably adversely affect others; and (iii) will not do anything which reasonably may endanger anyone or other persons' property. This rule and regulation, as well as all of the other rules and regulations apply to all Park residents and guests.**

E. Other Rules and Regulations and Documents. Other rules and regulations and documents are referred to below and incorporated in our rental and lease agreements. Others are posted in the Park or are on signs. These other rules, regulations and other documents and signs (as they may be periodically changed) are incorporated in these Rules and Regulations by reference.

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

G. Conflicts. If any of these rules are in direct conflict with the terms of any rental or lease agreement, having an original term of longer than 12 months signed by an individual resident and us, the terms of the rental or lease agreement will prevail with regard to that resident until the original term of the rental or lease agreement ends.

H. Effect of Revised Rules. Some portions of these Rules and Regulations are the same as the Rules and Regulations which are already in effect and applicable to you and your guests. Therefore, they will remain in effect just as they now are and their present effectively is not affected by their being reissued in these revised Rules and Regulations. Any prior Rules and Regulations which, because of a change in the law, are no longer enforceable are changed immediately to the extent required to conform with the law.

2. AGE RESTRICTION. At least one person who is at least fifty-five (55) years of age must live in and occupy the Mobilehome on a full-time basis at all times in the future. All other persons who will live in the Mobilehome must be at least eighteen (18) years of age or older. These age requirements apply to all of the Spaces in the Park. Existing residents of the Park on September 13, 1988, are deemed to be "grandfathered" and may therefore continue residing in the Park. When a "grandfathered" resident either: (1) transfers ownership or possession of the Mobilehome or Space (by sale, gift, inheritance or otherwise) or (2) adds a new member to their household who is not a temporary "guest," the new residents and all persons who regularly reside with them or the "grandfathered" resident must comply with the age restrictions. (For example, if a "grandfathered" resident wants to sell their mobilehome, the buyer and all members of the buyer's household must meet these age requirements. Or, if a "grandfathered" resident gives birth to a child or acquires custody of a child or other person, these age restrictions

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1. INTRODUCTION.

A. Definitions. These Rules and Regulations are part of your rental and lease agreements, so please read them carefully. In these Rules and Regulations, the following terms will have the following meanings unless the context or way they are used indicates a different meaning is intended. In all cases, the common sense, normal meaning of all terms used in the following will apply.

"Resident," "you," "your" and other similar terms mean someone we have approved for tenancy in the Park under a rental or lease agreement, except for "guests," or who we have approved to lawfully occupy a mobilehome with a resident as a member of their household.

"Owner," "we," "us," "Park Management," "Management," "Park" and other similar terms mean the owners of the Park, including their partners, shareholders, directors, officers, representatives, employees and agents. "Park" also means our mobilehome Park.

"Park facilities," "recreational facilities," "common areas" or other similar terms mean those facilities and areas of the Park which are generally open for use to residents and their guests.

"Space" or other similar terms mean the mobilehome lot you are renting from us. "Mobilehome" or other similar terms mean the home which you occupy in the Park.

"Mobilehome Residency Law" means the most current version of the California Civil Code sections 798 and subsequent which are commonly known as the "Mobilehome Residency Law."

"Guest" includes anyone living with you who has not been approved by us for tenancy and does not have the right to occupy your mobilehome on an ongoing basis as a member of your household. Unless noted to the contrary, "guest" also includes your agents, employees, persons living with you as allowed by Civil Code section 798.34(b), invitees, permittees, licensees or other persons in the Park at your invitation, request or tolerance.

"Owner's approval," "our approval," "our consent" or other similar terms mean you must obtain our prior written approval before you may do something. Unless prohibited by law, we have the right to give or withhold our approval at our sole option even though you may believe we are being unreasonable.

"Adult" means someone age 18 or older.

"Child," "children" or other similar words mean someone under the age of 18.

When something of a general nature is required or prohibited in the Rules and Regulations, the required or prohibited conduct is applicable to all residents and their guests, even though specific reference is not made to the guests.

B. Compliance with Law and Lease and Rental Agreement. You and your guest may only be in the Park and use our facilities if you comply with these Rules and Regulations and our other conditions of tenancy. No violation of any federal, state, or local law or regulation or administrative order by you or your guests is allowed. Also prohibited is any violation of any term, condition, or other provision of the lease or rental agreement applicable to anyone's tenancy or residency in the Park or these Rules and Regulations.

C. Typical Residential Neighborhood Standard. As a general rule, our Park is like other typical residential neighborhoods of similar quality 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 amount of disturbances and other activity by your neighbors and others which won't be to your liking. For example, periodically your neighbors may give a party, run their lawn mowers or other noisy equipment earlier than you'd like, make too much noise when they start their car, or do other things which commonly occur in any other neighborhood which will disturb you. If one of your neighbors, another resident or their guest is doing something they should not so you are reasonably being disturbed, we also expect you and the others who are affected to make reasonable efforts to talk to the person who is creating the problem or responsible for the guest and try and resolve it. If the problem is one where reasonably the police or other public authorities should be contacted and a complaint filed, you are expected to do this as well. After all, that's what people who live in the typical neighborhood do in everyday life. If you can't resolve the problem, and you are truly being unreasonably affected, we'll attempt to take reasonable steps to try to resolve the problem. But please keep in mind that, as a practical matter, we're just not able to be a "policeman" for all of the various and sundry day-to-day routine disturbances,

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would apply. Therefore, for example, if the "grandfathered" resident was not age 55 or older, they and all members of their household would have to terminate their tenancy unless the new person joining their household was age 55 or older.) As is true of all our other rules and regulations, this rule may be changed or eliminated at any time on six months' notice and we will have no liability to you or others if we do so.

3. LANDSCAPING AND DRAINAGE.

A. Prior Approval. We have certain requirements and restrictions regarding landscaping and other related items. Prior to beginning any landscaping, including changes to existing landscaping, you must discuss your landscaping plans with us and obtain our approval. Any landscaping installed without our approval shall be removed by you within ten (10) days of written notice.

B. Completion. Landscaping of un-landscaped Spaces must be completed within 45 days of the date your tenancy begins. All other landscaping must be completed within 45 days of the date the work begins.

C. Description of Landscaping. Because of the infinite variety of living and non-living objects which may be used in landscaping, it is impossible to describe all things we will or will not accept. Consequently, our landscaping standards are listed only to assist you in preliminary planning. You are cautioned that there are Spaces in the Park with landscaping which no longer conforms with our present standards; therefore, do not assume your plans will be approved because they conform to existing landscaping.

D. General Standards. Our general standards are as follows. If landscaping in violation of the following now exists on your Space, then: (A) If it was in violation of our rules when it was originally installed, it must be promptly removed. (B) If it was not in violation of our rules when it was originally installed, it may remain until it dies or is otherwise removed when it may only be replaced with landscaping which does meet the following requirements: (1) All landscaping must be clean and attractive in appearance. (2) Evergreen grasses, ground cover, flowers and shrubs are generally acceptable. Large trees and tall plantings are prohibited. (3) Non-living objects of every kind and description, including, but not limited to, gravel, rock, red or black lava rock, pre-cast concrete scallops, pre-cast concrete statuary, and other objects made of pre-cast concrete, wood or metal are restricted and may not be used without our approval. Wood chips and bark are prohibited. (4) Where small rock is approved for use as a ground cover, it may be no larger than 3/4" and the soil under the rock must be covered with heavy gauge visqueen to prevent weed intrusion. (5) Do not plant any large plants or trees within 5' of the curb line or where the underground utility systems are installed.

E. Digging and Damage. You must check with us prior to digging or driving rods or stakes into the ground as they might damage underground utilities. You may not plant anything which has roots which will damage anyone's property. You shall bear the cost of repairs to any utilities or other property damaged by you or your landscaping.

F. Trees and Shrubs. Trees which shed leaves, seeds or pollen over neighbors' yards must be trimmed so that their effects are confined to your own lot. Dead or dry palm fronds must be removed yearly to prevent fire hazards. Trees, shrubs and bushes must be trimmed to the level of the mobilehome roof line and must not encroach on adjoining spaces, or obscure the street view of persons driving in the Park. This does not include trees or shrubs on Park common grounds, trees which pose a specific hazard or health and safety violation, or certain areas where height or root structure of a tree or shrub will not become hazardous to neighbor's property.

G. Drainage. You are responsible at all times to make sure the drainage is proper so that water will drain away from your Mobilehome to the street and not onto other spaces or common areas. This includes your redoing the grading of the Space if the present grading does not meet these requirements.

H. Maintenance. (1) Lawns must be mowed weekly. (2) Landscaping must be kept trimmed, watered, and fertilized, and all weeds and debris removed.

(3) Landscaping may not be excessively high or rub against mobilehomes, awnings, or other structures so as to cause damage or other problems. (4) Landscaping must

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be maintained so that it does not cause damage to or interfere with property belonging to you, your neighbors or the Park. (5) You may not remove a tree or other landscaping without our consent. (6) If rock is permitted, additional rock must be added as necessary to ensure there is sufficient rock to adequately cover the area where rock is spread. (7) If you will be on vacation or absent for another reason, you are responsible to arrange for someone to water and maintain your landscaping. (8) The maintenance, repair and replacement of landscaping, and all other improvements on your Space is your responsibility with the exception of driveways installed by the park and trees that pose a specific hazard or health and safety violation. You shall keep the street area in front of your Space free from debris.

I. Vegetable Gardens. Small vegetable or fruit gardens are permissible in the rear of the Space. Plants that may infringe on a neighbor's property, are expressly prohibited.

4. ARCHITECTURAL SPECIFICATIONS FOR THE MOBILEHOME AND SPACE, ACCESSORY EQUIPMENT, STRUCTURES AND APPLIANCES.

A. Prior Approval. Prior to installing any mobilehome or other improvement, you must submit for our approval a plan describing in detail what you propose to install. Any item installed without our approval must be removed by you within 10 days of written notice.

B. Completion. The installation of all required items must be completed within 45 days after your tenancy begins. All other installations must be completed within 45 days after the date work begins.

C. General Standards. Because of the wide variety of mobilehomes and other improvements, it is impossible to describe all those which we will or will not accept. Therefore, our standards are listed only to assist you in preliminary planning. You are cautioned that there are mobilehomes in the Park with items which no longer conform with our present standards; therefore, do not assume your plans will be approved because they conform with other mobilehomes in the Park.

D. Compliance With Laws and Ordinances. Building permits are required before many improvements may be made and it is your responsibility to determine when permits are required and obtain them and all necessary inspections and approvals.

E. General Standards for Existing Mobilehomes. You must maintain your mobilehome and other improvements in good condition and repair, including replacement of any items which are missing or damaged so they cannot be reasonably repaired, and repainting when reasonable. All of our rules which were previously applicable to your mobilehome and other improvements will remain applicable until when, for any reason, you repair or replace your mobilehome or other improvements or add additional improvements. At that time you must comply with the following requirements even though they did not apply to you when you first moved into the park.

F. General Standards for Incoming Mobilehomes and New Construction and Installation: The following are applicable to incoming mobilehomes, new construction and installation, including repairs and replacements by existing residents. The design and appearance of all mobilehomes must be approved in advance by us. Prior to our acceptance of any home, a picture or rendering of the exterior of the home must be presented to us and a Rental or Lease Agreement must be executed by both you and us.

(i) Plot Plan. A dimensioned plot plan must be submitted for our written approval and it must show the following: 1) dimensions of the mobilehome; 2) exact placement of mobilehome on the Space; 3) measurement to lot lines and all structures; 4) actual placement of concrete, awnings, lawn, trees, flower beds and additions on lot.

(ii) Exterior Materials. Siding must be shiplap aluminum or non-metallic; i.e., hardboard or stucco. Plywood siding is not permitted. Vents pipes or anything metallic that protrudes through the roof must be painted in a color which matches the roof or other structure it is near so as to be as inconspicuous as possible. All roofs must be composition shingle of an approved color.

(iii) Carport and Patio Structures. Carport awnings are required and must cover the full length

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of the mobilehome unless we agree to a smaller size. Patio covers are also required and must be a minimum of 8' x 30'. They must both be constructed of aluminum or wood and be aesthetically compatible with the appearance of the mobilehome. Unitizing must be across the front and rear of the mobilehome and on 100% of the awning and cover. Unitizing must be aluminum or wood and must be guttered and the guttering must be the same width as that used on the mobilehome. All eaves on the mobilehome must be guttered and the guttering must be tied into the awning guttering so all roof water is carried to the front of the mobilehome and the street. The rear "V" on triple-wide mobilehomes must be guttered with a downspout and extended 3' away from the mobilehome.

(iv) Storage. All storage sheds must be of materials and colors which are aesthetically compatible with the appearance of the mobilehome. A maximum of one 100-sq.ft. shed is permitted, provided there is room on the lot. The roof of the shed should match the contour of the awning and allow for a 36"-minimum passageway between your mobilehome and storage shed. Storage sheds must be either an approved manufactured type, or built of wood, and the roof and siding must match the exterior of the mobilehome. We must approve the location of all storage sheds. All storage sheds must be located on the carport side of mobilehome except in such areas where placement is not possible.

(v) Room or Cabana Enclosures. Such structures may be placed only on certain spaces, provided they are constructed of siding material and color-matched and be aesthetically compatible with the appearance of the mobilehome. Approval will be on an individual basis, as all spaces are not suited to such installations.

(vi) Sunshades and Privacy Screens. Shades and screens must be constructed of wood, or aluminum and be aesthetically compatible with the appearance of the mobilehome. Plastic, canvas, cloth or bamboo screens and shades are not permitted.

(vii) Mobilehomes. All mobilehomes coming into the Park for the first time must meet the following requirements: (1) Only new, not used, mobilehomes are permitted. (2) Must be a minimum of 24 feet by 58 feet, unless the space they are to be moved onto will only accommodate a smaller size or the space is large enough to accept a larger size, in which case the size of the mobilehome must be approved by us. The location and placement of the mobilehome on the space will be determined by us. (3) Must have detachable hitches and tongues which must be removed when the mobilehome is installed. (4) The mobilehome may not require more electrical service than is available at the Space.

(viii) Air Conditioners, Heating and Electrical. Because of the potential for overloading the Park's electrical system, the installation of electrically-powered heat pumps, air conditioners, and other major electrical appliances must be approved by us. In addition, any air conditioner or heater must be in good operating condition and must not make excessive noise and we must approve their location. All air conditioners, heaters and other major electrical appliances must be compatible with the electrical output of the Park. Condensation accumulation from any air conditioner must be piped away from the mobilehome and not allowed to fall onto the ground under the mobilehome. Solar heating is generally not acceptable, but exceptions may be made based on the architectural/aesthetic appearance of the solar heating unit and the location where it will be installed. Air conditioning units must be approved by us prior to the locating of the unit. No evaporative coolers will be allowed in the Park.

(ix) Porches, Decks, Steps, and Carports. Porches, decks, steps, and carports are required. Porches must be of an approved material matching the exterior material of the mobilehome. All porches and steps must be of a good manufactured quality and be aesthetically compatible with the appearance of the mobilehome. Steps must have approved handrails, as required by law. Unless made of decorative masonry, deck surfaces must be covered with a material we approve such as indoor/outdoor carpeting. The temporary steps must be removed from the space no later than sixty days from the time the mobilehome is moved into the Park. Front entry porches must be a minimum of eight feet by ten feet (8' x 10'). Porches on the side of the mobilehome must be a minimum of eight feet by ten feet (8' x 10').

(x) Skirting. Skirting is required. Skirting may only be made of the same material as the mobilehome or a material we have approved and be

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aesthetically compatible with the appearance of the mobilehome.

(xi) Fencing. Fencing is not permitted.

(xii) TV Antennas and Dishes and Flag Poles.

(1) These rules apply to the placement on a mobilehome or anywhere else on a space of a direct broadcast satellite dish or other device designed to receive video or other programming through direct broadcast satellite service or multipoint distribution service (collectively referred to as a "Dish"), or an antenna designed to receive over-the-air broadcast signals from local broadcast television stations ("Broadcast Antenna"). As used in these rules, the term "Reception Device" shall refer collectively to a Dish and a Broadcast Antenna.

(2) These rules contain the Park's understanding of the new regulations recently adopted by the Federal Communications Commission ("FCC"). These new regulations are, however, currently being reviewed and may be changed or interpreted differently in the future. If any of these rules are in conflict with the law, the new regulations, or future changes to the law or regulations, they will be automatically changed to conform to the latest correct requirements.

(3) FCC regulations do not allow the Park to prohibit installation of a Reception Device of one meter (39 inches) in diameter or smaller, on mobilehomes, or the space, but they do allow reasonable restrictions affecting placement, appearance or installation of Reception Devices. Dishes larger than one meter (39 inches) in diameter are prohibited in the Park.

(4) Any outdoor Reception Device must be installed on the resident's mobilehome or, except as noted below, on the ground within the resident's space in the most inconspicuous location possible and out of view to the greatest extent feasible without causing the resident to incur an unreasonable expense.

(5) For safety reasons, Reception Devices and masts may be only as high as required to receive acceptable quality signals. No Reception Device and mast may be installed that would together extend higher than 12 feet above a roofline or the top of another structure without the Park's prior written approval due to safety concerns posed by wind loads and the risk of falling Reception Devices and masts. Any application for a Reception Device and mast taller than 12 feet must include a detailed description of the proposed structure and anchorage of the Reception Device and the mast, accompanied by a written explanation in support of extending the Reception Device and mast higher than 12 feet. If the Park determines that the installation of a Reception Device and mast higher than 12 feet above the roofline will pose a safety hazard to persons or neighboring property, the Park may prohibit the installation.

(6) In addition, masts installed on the exterior roof of any mobilehome or other structure shall not be installed nearer to a lot line than the total height of the mast and Reception Device structure above the roof of the mobilehome or other structure. For example, if the distance between the place of installation and the lot line is 10 feet, the total height of the mast and the Reception Device may not exceed 10 feet. The justification for this regulation is to protect persons and property from injury if the mast and Reception Device fall. In no event may a Reception Device or its mast be installed in such a way that it encroaches onto common areas or the space of another resident.

(7) Reception Devices shall be installed and secured in a manner that complies with all applicable codes, city and state laws and regulations, and manufacturer instructions. Every Reception Device must be installed and secured so that it does not jeopardize the safety of any neighboring property or any person located at or near the Reception Device, including damage from wind velocity based on the location of the Reception Device. In addition, no Reception Device may be placed in such a way as to obstruct a driver's view of any street, driveway, sidewalk or intersection.

(8) Residents shall be responsible for the maintenance and repair of each Reception Device that he/she installs and shall not allow any such Reception Device to fall into disrepair or to become a safety hazard. Residents are solely responsible for all costs associated with any Reception Device that

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he/she installs even if the Reception Device meets all of the requirements of these rules including, but not limited to, all costs to (i) repair, maintain, relocate and remove any such Reception Device, (ii) repair damage to other property caused by the installation, maintenance or use of any such Reception Device, (iii) pay medical expenses incurred by any person injured by the installation, maintenance or use of any such Reception Device, and (iv) reimburse and hold the Park harmless for all damages caused by the installation, maintenance and use of any such Reception Device.

(9) If any provision of these rules is found to be invalid, the remainder of the rules shall remain in full force and effect.

(10) **ADVISORY NOTE**: The laws applicable to the rules and regulations described above are subject to interpretation and change. Therefore, residents are advised to consider that changes in the law, court decisions and rulings by the FCC may affect their rights and obligations regarding the installation of Reception Devices in the future.

(11) **Other Antennas**: All other types of antennas (C.B., radio, etc.) Must have park approval and not create a nuisance to surrounding neighbors.

(xiii) Special Standards. We retain the right to make additional requirements for corner spaces or spaces located in unique locations.

(xiv) Water Softeners. Water softeners which discharge into our sewer system are not permitted.

(xv) Manufactured Equipment/Structures. Only prefabricated manufactured accessory equipment and structures or, if not prefabricated, only those constructed to professional contractor standards are permitted, and no "homemade" equipment or structures may be installed.

(xvi) Earthquake Bracing and Tie Down. On mobilehomes being installed in the Park for the first time on a space, you are required to install a State of California approved tie down and also an earthquake bracing system on your mobilehome. Residents are responsible for damages and/or injuries caused by tie down augers striking underground park utilities.

G. Colors. A color chart and other color requirements for exterior colors of the mobilehome, accessory equipment, structures, and other improvements is available in the Park Office and you may only use these colors, including when you repaint.

H. Spas. Installation of a spa on any space is not permitted.

I. Utility Connections. Utility connections to the utility pedestal are your responsibility, done in a State-approved method and approved by us.

J. Fees. All State, County and City fees including those required to install the mobilehome are to be paid by you.

K. Damage and Digging. You must pay the cost of repair to any utilities or Park property damaged by you. To avoid damage to underground utilities, you must have our consent before digging or driving rods or stakes in the ground.

5. SPACE AND MOBILEHOME MAINTENANCE AND APPEARANCE.

A. REGARDLESS OF WHETHER YOU ARE THE ORIGINAL RESIDENT/OCCUPANT OF THE SPACE OR YOUR MOBILEHOME, OR PURCHASED YOUR MOBILEHOME FROM A FORMER RESIDENT, THIS PARAGRAPH 5 APPLIES TO YOU.

B. YOU ARE FINANCIALLY RESPONSIBLE TO MAINTAIN, REPAIR AND REPLACE AS REASONABLY NECESSARY YOUR MOBILEHOME AND ALL IMPROVEMENTS AND KEEP THEM IN A GOOD AND SAFE CONDITION AND REPAIR, AND IN AN AESTHETICALLY PLEASING CONDITION AT ALL TIMES. THIS INCLUDES THE FOLLOWING: YOUR MOBILEHOME, ACCESSORY EQUIPMENT AND STRUCTURES, FENCES, CONCRETE DRIVEWAYS NOT INSTALLED BY THE PARK, WALKWAYS, ANY

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BANKS OR SLOPES OR OTHER IMPROVEMENTS AND ALL LANDSCAPING WITH THE EXCEPTION OF TREES POSING A SPECIFIC HAZARD OR HEALTH AND SAFTEY VIOLATION. EXAMPLES OF THESE REQUIREMENTS INCLUDE, WITHOUT LIMITATION, THE FOLLOWING:

(i) You are required to maintain your mobilehome, Space and their improvements in a neat, clean, attractive and well-kept condition and repair.

(ii) All mobilehomes and improvements must be washed, cleaned, painted and waxed as necessary to maintain an attractive appearance.

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

(iv) All damage must be repaired or replaced within 14 days.

C. Further, your financial responsibility per the terms of this paragraph 5 applies to all improvements and other items on your space (except Park-owned utility systems and driveways not installed by the park) regardless of whether they were installed by you, a former resident or occupant of the space, someone else, or us.

D. You are also financially responsible for insuring at all times that your mobilehome, space, and their improvements comply with these Rules and Regulations and all local, state and federal laws and regulations. (The only exceptions are any of the Park's utility systems on your space which are owned by us or a utility company so we or they are responsible for them, driveways built by the Park and trees that pose a specific hazard or health and safety violation.) The preceding includes, without limitation, such things as: insuring that the drainage is sufficient to prevent water from accumulating on your space or under your mobilehome or running off so it adversely affects other spaces or our property; that all required setbacks and lot line requirements are met and there are no encroachments on other property; that all building code and other similar requirements are met; and that all building and other permits have been obtained. If any tree or other landscaping on your space, including ones planted by a former resident causes any damage whatsoever to the streets, curbs and gutters, driveways, utilities or any other property or improvements belonging to either the Park or any of its residents, you are financially responsible for paying the full cost of repairing or replacing the damaged property or other improvement and immediately removing the shrub or other landscaping with the exception of any tree that poses a specific hazard or health and safety violation.

E. Nothing other than wheels, axles and hitches may be stored under the mobilehome.

F. No furniture may be used on the patio, porch, yard or other portions of the space unless it is outdoor patio furniture. Nothing may be placed, hung or stored outside of the mobilehome or storage shed(s) unless specifically permitted by these Rules and Regulations or approved by us. This includes, but is not limited to, the hanging of clothes, overstuffed furniture, appliances, ironing boards, brooms, mops, tools, gardening equipment, debris, refuse, litter, or any item which is unsightly in appearance. All windows must have drapes, curtains, or other aesthetically pleasing window covering we have approved and they must be maintained in good condition and repair at all times.

G. You shall properly place all garbage and refuse into your trash containers or the trash bins provided by the Park. Bins are not allowed to be overfilled. If the bins are full, you must notify us immediately. All boxes and large items are to be broken down. Doors on disposal sheds are to be kept closed. At no time may bins be loaded with landscaping and pruning matter or other materials as to render the disposal of garbage and trash impossible by other residents and in these cases it will be your responsibility to remove the excess from the Park. Trash must not be left outside of the bins. Your trash must be stored in sealed heavy duty plastic trash bags or in trash cans. Trash cans must be covered and all trash containers stored so they are not visible from the street or adjacent mobilehomes. Bringing trash from outside the Park to dump in the Park's disposal bins is not permitted. Cuttings and debris from major tree or other landscape trimming or removal must be removed from the Park by you and may not be deposited in our trash bins. Unless prior arrangements have been made with management. Trash will be

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picked up periodically by the local refuse hauler.

H. No flammable, combustible, or explosive fluid, material, chemical or substance, except those used for normal household purposes, may be stored on the premises. Nothing which creates a hazard or increases our insurance rates shall be permitted on the premises. No environmentally hazardous or prohibited substance or material may be placed in the trash or sewer system or dumped or otherwise disposed of in the Park.

I. If you do not maintain your mobilehome or space as required by these rules and regulations and the rental or lease agreement applicable to your tenancy, we may give you a notice requiring you to comply in 14 days. If you do not comply, you agree that we may charge you a reasonable fee for having this maintenance, repair or replacement work done.

J. The utility pedestals (water, gas, sewer, and electric hookups) must be accessible at all times. If one of the Park's gas or water shut-off valves or electrical installations is located on your space, it must also be kept uncovered and accessible at all times. You may not connect, except through existing electrical or natural gas outlets or water or sewer pipes on the space, any apparatus or device for purposes of using electricity, natural gas, water, or sewer.

K. You are financially responsible for correcting any drainage problems, or for any re-leveling or adjustment required on the mobilehome, or the repair or replacement of any other improvements which result from drainage problems, soil expansion or contraction, tree roots, and/or any other reason. You may not leave hoses or sprinklers running so that water runs in the street or onto a neighbor's property. You are also responsible for correcting any drainage problems that existed on your space at the time you purchased your mobilehome or which you caused.

L. You must pay the cost of repair to any utilities or property damaged by you. To avoid damage to underground utilities, you must have our consent before digging or driving rods or stakes in the ground.

M. Christmas decorations and lights may not be put up outside of your mobilehome or on your space any earlier than Thanksgiving and must be removed by mid-January. Christmas tree lights may not be left up all year outside of your mobilehome or on your space. Other seasonal and holiday decorations may not be put up outside of your mobilehome and on your space any earlier than two weeks before the holiday and must be removed within two weeks following the holiday.

6. RECREATIONAL FACILITIES AND COMMON AREAS.

A. The recreation and other common areas are for the use of all Park residents, their guests and us. Recreational and other common area facility hours are posted, but may be closed earlier at our discretion. The facilities will also be closed from time to time for cleaning and repairs. The use of the recreational or other facilities by residents and their guests is a privilege, not a right, and may be revoked if you, other members of your household or guests abuse the privilege and fail to conduct yourselves reasonably and in accordance with these Rules and Regulations. No more than two guests per space may use the swimming pool, spa, billiard tables, or other recreational or other facilities if it will cause overcrowding or deprive other residents or their guests from reasonably using them. No smoking is allowed in any of the indoor recreational areas (sauna, clubhouse, laundry rooms or restrooms.) Additional rules and regulations governing the use of the facilities are posted in and about the facilities and they are incorporated here by this reference.

B. You are required to adhere to the restrictions on the use of the facilities which are posted in and about the facilities. All persons under the age of 18 must be accompanied by an adult when they are in the clubhouse, swimming pool, or other common areas and may only use the pool and spa during the posted designated hours. Children may not use the billiard room, jacuzzi, or sauna. There is a limit of two games of billiards, per player, if others are waiting to play. If any person, adult or child, fails to comply with these Rules and Regulations or otherwise misbehaves when using the recreation and other common areas, we may, at our option, bar that person from future use of those facilities on either a temporary or permanent basis. **ALL GUESTS MUST BE ACCOMPANIED BY A RESIDENT WHEN THEY ARE IN THE**

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CLUBHOUSE, SWIMMING POOL, AND OTHER COMMON AREAS. No one is allowed in the pool or spa unless toilet trained and able to avoid urinating or defecating in the pool or spa. All functions in the clubhouse are for adults only unless approved by us.

C. Residents are required to be appropriately clothed while in the clubhouse. Footwear must be worn in all areas except the pool area. Bathing suits and swimming apparel are not allowed in the clubhouse at any time unless suitably covered up. All persons using the pool or spa must shower first. All body oil, sun lotion and like products must be washed off prior to entering the pool or spa.

D. No diving is permitted into the pool, even from the edge. Running or other conduct which reasonably may cause injury or property damage, screaming and other excessively loud noises which will unreasonably disturb others are not allowed in the recreational areas. No food, glassware or breakable containers are allowed in the swimming pool area **or sauna**. 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.

E. Persons using the pool or spa **and sauna** must do so at their own risk. There are no lifeguards; do not swim alone. **CAUTION: BECAUSE OF THE TEMPERATURE OF THE SPA AND SAUNA, EVERYONE SHOULD BE CAREFUL AND NOT USE THE FACILITY FOR MORE THAN SHORT PERIODS. YOUNG CHILDREN, OLDER PERSONS AND ANYONE WITH A HEART OR HEALTH CONDITION WHO COULD BE ADVERSELY AFFECTED BY HEAT SHOULD BE EXTREMELY CAREFUL AND NOT USE THE FACILITY FOR PROLONGED PERIODS AND WITHOUT CHECKING WITH THEIR DOCTOR FIRST. PARENTS ARE RESPONSIBLE FOR INSURING THAT THEIR MINOR CHILDREN DO NOT USE THE SPA[OR SAUNA] IN A MANNER WHICH WOULD ENDANGER THEM.**

F. Residents wishing to reserve the main hall and kitchen for parties which are impractical to hold in their own home may apply to Park Management. If the date does not conflict with another planned use of the facilities and approval is obtained, then you will be asked to sign an agreement and make a security deposit, and your request will be granted. However, the Clubhouse will remain open to all Park Residents. To schedule a function or event in the clubhouse, a Resident must, at least two weeks prior to the event, fill out a request form which is available in the Park office and obtain written approval from us. There will be no charge for the use of the clubhouse. However, those scheduling the function will be responsible for the normal clean-up afterwards, and a security and clean-up deposit may be required. Private functions and events are allowed with our permission, which we may refuse to give in our sole discretion, but other residents may not be excluded from use of the clubhouse during the party or other function. Private parties must be limited to families and friends of residents and the general public may not be invited. You are responsible for all of your guests.

G. Alcoholic beverages are not permitted in the clubhouse or swimming pool area except at special functions which we have approved in advance, and we have the option, in our sole discretion, not to give our approval. Persons under the influence of alcohol or drugs will be cause for immediate expulsion of the offending party or parties.

H. <u>Recreational and Common Area Release and Waiver of Liability and Indemnity Agreement</u>.

(i) You agree that you understand and fully appreciate 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. You also understand and fully appreciate 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 raising 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, YOUR CHILDREN,

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OTHER MEMBERS OF YOUR HOUSEHOLD (COLLECTIVELY "MEMBERS OF YOUR FAMILY"), AND YOUR GUESTS 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, including any loss, injury, or damage caused by the negligence of the Park or its owners, operators, employees, agents and representatives.

(ii) These agreements are 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 section 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 and indemnify and hold harmless the Park, its owners, operators, employees, agents and representatives from any and all such claims in the future.

(iii) YOU ALSO AGREE ON BEHALF OF YOURSELF, 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.

(iv) 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 terms used in these agreements.

7. CONDUCT.

A. PLEASE REMEMBER RULE 1.D. Basic Rule Applicable to All. Although these Rules and Regulations cover a variety of subjects, it is impossible for them to deal with everything you and your guests are expected to do or not do. Therefore, the basic rule and regulation applicable to everyone is that they (i) will behave reasonably and be respectful of the legitimate rights of others; (ii) will not do anything to unreasonably adversely affect others; and (iii) will not do anything which reasonably may endanger anyone or other persons' property. This rule and regulation, as well as all of the other rules and regulations apply to all Park residents and guests.

B. You and your guests shall not encroach or trespass on any resident's space or upon any area which is not open for general use by residents. All Park property which is not for the use of residents, shall not be used, tampered with, or interfered with in any way.

C. Except for barbecues or fireplaces and other appliances installed in your mobilehome, no fires are permitted.

D. Guests of all ages, including visiting children, must be supervised while in the Park and behave reasonably. They are not allowed on the property of other residents without permission. You must acquaint all guests and visiting children with these Rules and Regulations. The control and discipline of guests of all ages and visiting children will be the responsibility of the residents who are the host of the guest. If persons or property are injured or damaged because of someone's activities, the residents who are the host of the guest, or the residents themselves, if they are responsible, will be liable, not us. Although playing in the streets is allowed, all such activities must be limited to ones which will not present a reasonable likelihood that the persons themselves or other persons or property will be injured. For example, baseball or other such games involving flying objects may not be played in the Park streets. No one is allowed to play in the Park's streets. Skateboards, "Big Wheels," remote control toys, and other similar things may not be used in the streets.

E. The mobilehome and space may not be used for any business or commercial activity which would

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result in the residential nature of the Park being changed or disturbed. For example, you may have a business where the work is done inside the mobilehome and other residents are not disturbed by the business activity. A business which would result in such things as the following is not permitted: (1) Customers of yours coming into the Park on a frequent basis so that traffic or parking problems are created; (2) The business involves the operation of noisy equipment or results in quantities of materials used in the business being stored outside the mobilehome or storage shed; (3) The law or one of our other rules and regulations or conditions of tenancy being violated. All proposed business activity must be approved in writing and in advance by us and we may, in our sole discretion, refuse permission.

8. GUESTS.

A. You agree to acquaint all guests with the conditions of tenancy of the Park, including, but not limited to, these Rules and Regulations. You are personally responsible for all actions and conduct of your guests and you are liable for any damage or injury to persons or property they may cause. If you will not be present, your guest may not occupy or use the mobilehome. Except when your guests are entering or leaving the park, you must accompany them at all times they are in the park.

B. We reserve the right to determine whether our recreational and other facilities can accommodate all residents and their guests and, therefore, we may refuse any guest access to the facilities if the guest's presence would reasonably detract from the use and enjoyment of these facilities by other residents and guests.

C. Guests will not have any rights of tenancy in the Park. We may require the guest to register with us and sign these Rules and Regulations, or other documents reasonably necessary to protect our interests and the interests of other residents. These requirements apply to any guest who stays with you more than a total of twenty (20) consecutive days or thirty (30) days in the calendar year and to anyone you wish to add to your household as a new resident. No guest may stay with you more than a total of forty-five (45) consecutive days or forty-five (45) days in a calendar year. If you wish to add as a member of your household a person so they are not considered a "guest" but a "resident," you may only do so with our prior written consent, and if that person submits an application for tenancy, is approved by us for tenancy (if they are age 18 or older) and also signs a copy of your rental or lease agreement, as well as our Rules and Regulations and other documents we normally have new residents sign when they first establish tenancy in the Park. If at any time in the future you and other adults who originally signed your rental or lease agreement move from the Park for any reason and the new resident(s) whom we approved to live with you remains in the mobilehome, this shall be treated as a sale or other transfer of the mobilehome or assignment of the Space to that remaining adult resident(s) and all rent increases provided for or allowed will be immediately applicable and effective as to that remaining adult resident(s). However, the new resident(s) who remains must meet our age requirements.

D. All guests must register with Management and may be required to sign the Rules and Regulations or other related documents, if they stay more than a total of 20 consecutive days or 30 days in a calendar year.

9. VEHICLES.

A. No maintenance, repair or other work of any kind on any vehicle, boat or trailer (other than the mobilehome you reside in) may be done on the Space without our consent. You may polish or wax your passenger car in your driveway. You may not wash your cars or other vehicles in the streets or your driveways.

B. Drive carefully. All traffic control signs shall be obeyed. Pedestrians, electric carts and bicycles shall be granted the right of way. Vehicles operated in the Park must be properly licensed. No vehicles may be operated in the Park by any person who is not properly licensed.

C. Bicycles may only be driven on the roadways and not on sidewalks, common area greenbelts and other common areas planted with grass and other landscaping, vacant spaces or any other paved area. Bicycles must obey the same traffic regulations as cars.

D. No vehicle is permitted in the Park if it is not regularly maintained in normal operating condition and

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is neat and clean in appearance. Any vehicle not meeting this standard shall be removed from the Park at your expense. The foregoing includes, but is 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 car dripping oil or gasoline must be kept out of the Park until repaired to prevent damage to the pavement. A drip pan may be used if cleaned regularly. Excessively noisy vehicles are not permitted in the Park. All vehicles must have legal muffling devices. We have the right to refuse admittance to the Park of any vehicle that does not comply with these Rules and Regulations.

10. PARKING.

A. **Cars must be parked in the carport provided at each space; no parking overnight in the street. There are specially marked parking areas for guests only - vehicles will be towed at violator's expense.** Resident parking is only permitted in your driveway, not on landscaped or other areas of the Space or on empty spaces. No vehicles shall be parked in your driveway in such a manner that the vehicle would extend into the street. Sleeping in vehicles is not permitted. No vehicle may be parked in your driveway (including trucks or vans) if they contain unsightly tools, equipment or other items that can be seen from the street or other spaces. (For example, if you are a gardener or a painter and store painting equipment, lawn mowers, or other tools, in the bed of your truck or on the outside of your van, you may not park your truck or van on your driveway; however, you may park it in the R.V. storage area.) No vehicle may be "stored" on your space. "Storage" includes, without limitation, the parking of an inoperable vehicle for a period exceeding two weeks or the parking of a vehicle for the purpose of selling it as a part of a commercial activity. Except to load or unload, motor homes, buses, trucks, bubble top vans, campers, and other similar vehicles may not be parked on your space unless they can fit under your carport awning and they are used for transportation on a regular basis. Non-motorized vehicles such as a travel trailer, boat, boat trailer and other similar vehicles may not be parked on your space. Guests and others who are in the Park at your invitation or request or with your permission may only park on your driveway or in the areas set aside for guest parking. You and other members of your household may not park in the areas set aside for guest parking, unless prior approval from park management has been received. Street parking for RV's is allowed for one night only with prior park management permission to allow loading or unloading only.

B. If we allow you to have cars and other vehicles which cannot be parked on your Space, they must be parked as follows or outside the Park. At present, we do have a recreational vehicle storage area. The use of the R.V. storage area is permitted only on the following conditions: (1) Rental Agreement signed by resident; (2) availability of space; (3) payment of monthly storage fee; and (4) the vehicle stored must be a car, boat, motor home or travel trailer. If, at some time in the future, the storage area is discontinued, then you would have to find some-place other than the Park to park your vehicle.

C. Vehicles parked in violation of these rules are subject to being towed at the vehicle owner's expense.

11. PETS.

A. All Residents are allowed to keep one pet per homesite. A Pet is defined as a dog, cat, bird or aquatic animal that spends its time in an aquarium. Farm animals, rodents, animals that are dangerous, vicious poisonous, aggressive, and exotic animals will not be allowed. You are required to registered your pet with management.

B. If a Resident wishes to have more than one pet they must obtain management's written approval. Management reserves the right to deny a second pet if management believes there are two many pets in the park.

C. Dogs at maturity may not be larger than 22 lbs or 15 inches at is its shoulders. Guide dogs, signal dogs, and other service dogs, as defined by Civil Code §54.1, are exempt. No dog may be brought in that exceeds these standards unless written approval is obtained. in advance. Breeds of Dogs which are brought in as puppies and are registered with the American Kennel Club may be allowed to remain if they grow in excess of the above standard are as follows: Affenpinscher, Brussels Griffon, Chihuahua, English Toy Spaniel, Italian Greyhound, Japanese Chin,

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Maltese, Manchester Terrier, Manchester Toy Terrier, Miniature Pinscher, Papillon, Pekinese, Pomeranian, Pug, Shih Tzu, Silky Terrier, Yorkshire Terrier, Bichon Frise, Boston Terrier, Lhasa Apso, Miniature Poodle, Toy Poodle, Schipperke, Tibetan Spaniel, Shetland Sheepdog, Welsh Corgi (Cardigan & Pembroke), Chinese Crested, Miniature Bull Terrier, Beagle, Miniature Schnauzer, Australian Terrier, Border Terrier, Cairan Terrier, Dandie Dinmont Terrier, Wirehaired Fox Terrier, Lakeland Terrier, Norfolk Terrier, Norwich Terrier, Scottish Terrier, Sealyham Terrier, Skye Terrier, Welsh Terrier, West Highland White Terrier, and Jack Russell Terrier.

D. Each pet must be licensed and inoculated in accordance with applicable laws. Evidence of such licensure and inoculation must be submitted by you to us within seven (7) days after request for same.

E. Pets will not be allowed in the clubhouse, laundry, or any recreational area of the Park at any time, with the exception of guide dogs, signal dogs, and other service dogs as defined by Civil Code section 54.1. Pets must be walked on a leash not to exceed six feet and the person walking the pet must have with them some kind of means of cleaning up after their pet. Pets are not allowed to run loose in the Park and any pet found running loose in the Park may be impounded and taken to Animal Control at your expense. Pets are not permitted on another resident's Space without that resident's permission.

F. Pet owners will be considerate of their neighbors by ensuring that the pet(s) practices the "the Golden Rule." Pets will not be allowed to cause any unreasonable disturbance or harm. A pet is not permitted to causes any unreasonable disturbance, annoyance or harm (including without limitation excessive growling, biting, barking, or any other unreasonable noises or damages property of others).

G. Guests may not bring pets into the Park, except for guide dogs, signal dogs, and other service dogs, as defined in Civil Code §54.1.

H. No exterior pet housing is permitted in the Park. This includes, but is not limited to, any type of fence, confining barricade, cage, 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.

I. Regardless of the area, any excrement left by a pet must be picked up on a daily basis and disposed of within your mobilehome.

J. Feeding stray cats and other animals is not allowed.

12. LAUNDRY.

A. The laundry room equipment is for the use of Residents only. The rules and regulations governing the laundry facilities, including its hours, are posted. The laundry room may, however, be periodically closed at our discretion when there is a reasonable basis or necessity to do so, including cleaning and repairs.

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

13. 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 us or Park Management except during 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.

14. SIGNS AND SELLING.

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

B. You are permitted to advertise the sale or

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exchange of your mobilehome; however, any sign(s) advertising your mobilehome for sale or exchange may not exceed the maximum size and number of such signs and may only be located in the place(s) specifically listed in the then-current provisions of the Mobilehome Residency Law. Any change in the Mobilehome Residency Law or other laws affecting these restrictions shall automatically become applicable and become a part of these Rules and Regulations. You may not have any "Open House" signs or other similar advertisements.

15. OCCUPANCY RESTRICTIONS. No more than two (2) persons per bedroom, plus one (1) additional person per mobilehome, may regularly occupy the mobilehome. All bedrooms must have an unobstructed exterior window or door large enough for an adult to get through in the event of fire or other emergency.

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

17. CHANGES TO RULES AND REGULATIONS AND SEVERABILITY. All of the above rules and regulations may be changed at any time as permitted by the Mobilehome Residency Law, including changes to the Mobilehome Residency Law 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.

18. SOLICITATION. Throw-away newspapers, distribution of handbills and door-to-door selling or solicitation are not permitted without our consent. All salespeople must make individual appointments with the resident concerned or interested. The only exception are those activities which we are required by law to permit.

19. REMOVAL OF MOBILEHOMES UPON SALE. We may, in order to upgrade the quality of the Park, require the removal of mobilehomes from the Spaces upon their sale or transfer to a third party, in accordance with the provisions of the Mobilehome Residency Law and other applicable law. Any such rights granted us due to amendments, deletions, or modifications of the Mobilehome Residency Law and other applicable law may be enforced by us at our option.

20. LIMITATIONS ON ELECTRICAL SERVICE AND RESIDENTS' RESPONSIBILITIES TO ENSURE THAT MOBILEHOME/ETC., ARE COMPATIBLE. You are responsible for making sure that your mobilehome and all appliances and equipment in your mobilehome are compatible with the electric service and capacity now available, and we shall have no liability or responsibility to you if the available electrical supply is incompatible. You agree not to install electrical appliances which will use energy in excess of the electrical service and capacity available to your Space. You also agree that you will not attempt to increase the electrical service and capacity of your Space by installing any device or doing anything else unless you have received our prior written permission. If your electrical demands exceed the capability of the Park, or are otherwise inconsistent with the capabilities of the Park, you will be deemed to be in default under your rental or lease agreement and you will, in addition to all of the remedies available to us, reimburse us within ten (10) working days for any costs and expense we incur in remedying the situation created by your use of excessive or inconsistent electrical demands. You also agree to indemnify and hold us harmless against any loss, cost, damage, expense (including attorneys' fees and costs) or other liability incurred or imposed by reason of any injury to persons or property which occurs as a result of your electrical demands. As the amount of such electrical service and capacity will affect your ability to have electrical appliances, you must determine in advance from us in writing the amount of electrical service and capacity available to your Space and ensure that your mobilehome and all appliances and equipment in it are compatible with that service and capacity.

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21. PROHIBITION AGAINST WASTE, NUISANCE AND UNREASONABLE ANNOYANCE. You agree not to do anything that will constitute waste, nuisance, unreasonable annoyance, damage or injury to anyone or their property. You also agree not to permit any act or maintain or permit to be maintained any condition on your Space or mobilehome which may cause an increase in the rate of insurance we pay or increase our costs of maintenance and repair or in any way increase the risk of damage to the Space, or the Park, or any person or property.

22. SHARING OF RESIDENTS' MOBILEHOME. If you are living alone and wish to share your mobilehome with one person as allowed by Mobilehome Residency Law Section 798.34(b), you may do so and no charge will be made. Although, this additional person will be treated as a guest and will not have any rights of tenancy in the Park, they will be required to go through the same basic approval process which would be applicable to the buyer/transferee of your mobilehome, except financial approval. This is done so that we may be assured that this person will comply with all of our Rules and Regulations. We may also require this person to register with us and sign the Park Rules and Regulations or other documents reasonably necessary to protect our interest and the interest of other residents. The exception permitted by Civil Code Sections 798.34(c) or (d) apply, you and that other person must sign our required documents and the other person will not be considered your guest and will be restricted as to their use and access to Park facilities or property. Any future changes to the Mobilehome Residency Law which either expands or limits our rights or the rights of you and the persons described in this paragraph who are occupying your mobilehome with you will automatically become applicable to this Agreement.

23. ENTRY UPON YOUR SPACE. So long as we do not unreasonably interfere with your use of the Space, we shall have the right to enter onto your Space for any legitimate purpose, including, but not limited to, inspecting, maintaining, repairing, replacing, and/or adding utilities or improvements on your space or other areas of the Park.

24. MOBILEHOME REGISTRATION AND LICENSE. All mobilehomes must be licensed as required by law.

25. NON-RESPONSIBILITY OF PARK. We are not responsible to inspect and approve any work done by you or for you by others, including, but not limited to, the installation of your mobilehome, driveway, walkways, or any other equipment or improvements of any type. To the extent that we may inspect or approve something, it is for our own purpose only and you are not entitled to rely on that inspection or approval to ensure that the item has been installed or constructed correctly or that the work has otherwise been done as required. Instead, you are responsible for all required inspections and approvals and you agree to indemnify and hold us harmless from any work which is improperly done.

26. NO WARRANTIES. We are not agreeing to provide a Park which provides other than low to moderate-cost housing opportunities for residents. We are also not warranting or representing that your mobilehome will appreciate in value.

27. REMOVAL OF IMPROVEMENTS. If you remove your mobilehome, you agree to remove all trees, shrubs and all other landscaping and also remove all other improvements, structures and other things except the driveway, utilities and other property and improvements belonging to the Park. In other words, with the exception of improvements and other property belonging to the Park, when you remove your mobilehome, you will take your Space down to bare ground.

28. LOT LINES AND LOT LINE MARKERS. The lot lines originally established at the time the Park was built will be the lot lines used for all purposes regarding the present and future installation of mobilehomes and all other accessory structures, equipment and other improvements to the Space. The only exception will be where the originally established lot lines were subsequently changed by us or someone else who owned the Park with the intention of deliberately altering such lot lines and, in those cases, the subsequently changed lot lines will remain in effect. We reserve the right to modify any lot line at any time provided that such modification does not violate any applicable law. If you or any prior resident of the Space or any adjoining Space has installed landscaping or other improvements that encroach across any lot line and by those actions has established, over an extended period of time (in our opinion), that the area encroached on belonged

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to and is allowed to be used by that resident, then you or residents of any adjoining Space will be permitted to continue to use the area encroached upon. This use of the encroached-upon area will not, however, affect the location of the lot line markers. You shall maintain your lot line markers as they currently exist and you will promptly notify us if your lot line markers are lost, moved or destroyed.

29. HAZARDOUS MATERIALS. Anything which creates a threat to health and safety or threatens damage to property or which induces or harbors or may tend to induce or harbor offensive odors, infectious plant disease, and/or noxious insects and/or rodents or reptiles is strictly prohibited. No flammable, combustible, explosive or environmentally hazardous fluids, material, chemical or substance may be stored on the space (other than ones customarily used for normal household purposes, and then only in quantities necessary for household purposes). Additionally, you may not engage in any activity in the Park which causes an environmental hazard or violates any law relating to environmental protection, hazards and other similar laws. This includes, but is not limited to, changing the oil in any motor vehicle in any common area of the Park. Furthermore, you may not allow any environmentally hazardous substance including, but not limited to, toxins, cleaning fluids, oil, grease or any substance defined as environmentally hazardous to be placed on any surface area in the Park. You may not allow such substances to be disposed of anywhere in the Park including, but not limited to, trash cans, trash bins, surface areas, the sewage disposal system or any other trash, garbage or disposal area in the Park. Such substances must be physically removed from the Park and disposed of elsewhere in compliance with the law.

30. INSPECTION. You agree you have carefully inspected the Space you are renting and all of the Park's services, improvements and facilities and you have found them to be safe and as represented by us to you, either orally or in writing, and you accept them as they are. To the extent that you have found such services, improvements or facilities not to be safe or not to be as represented by us to you, either orally or in writing, you nonetheless agree to accept them as they are.

31. DISCLOSURE OF CONDITIONS. The Park is located on very expansive soil which, as it expands and contracts, can cause damage to your mobilehome and other property and improvements for which you are financially responsible to maintain, repair and replace or to property and improvements of the Park. This expansive soil will also require that you pay to have your mobilehome leveled on a more frequent basis. As is true of many areas in Southern California, our Park or a portion of it is located in a 100-year flood zone. This does not mean there is only a chance of a flood once every 100 years; this type of flood could occur at any time. This is why many people who live in the various flood zones throughout Southern California buy flood insurance to protect their property. In 1995, there was a major flood in our area which did cause flooding in our Park. As is true of much of California, we are subject to earthquakes and our Park is located on or near an earthquake fault. We have not had substantial damage to our Park from earthquakes. Either adjacent to or near our Park are businesses and other land uses which create noise, dust, and dirt or other similar conditions which may disturb you or other residents.

32. INDEMNIFICATION.

A. We will not be liable for any damage, injury, loss, expense, or inconvenience to any person or property caused by any use of the Park or your Space, or by any defects in any improvements, or failure of services or amenities, or arising from any other cause, unless resulting from our active negligence or willful acts. You agree to release, discharge, indemnify, and hold us free and harmless from all such injury, damage, loss, expense, or inconvenience for which we are not liable, including the provision of a defense and payment of attorneys' fees and costs which relate thereto. This paragraph is not an exculpatory clause of any legally imposed duty of care upon us, or a disclaimer or release of liability to other than the fullest extent permitted by law, and shall not be otherwise construed or interpreted. The provisions of this paragraph are in addition to other indemnification and waiver of liability provisions of these Rules and Regulations.

B. You agree to indemnify us for all liability, damages, injury, loss, debts, suits, actions, claims, demands, causes of action, judgments, and expenses, including the provision of a defense, attorneys' fees, and costs, resulting from or alleged to have resulted from your

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negligent, willful, or intentional conduct, or the condition or the maintenance, or lack thereof, of your mobilehome, Space, vehicle(s), equipment, accessory structures, property, improvements, or all of them, prior to the termination of your Rental or Lease Agreement.

C. You understand that the variables inherent in a mobilehome investment include risks of obsolescence, changes in demand, location, mobilehome maintenance, wear and tear, age, technological advances, interest rates and terms, economic climate and development, neighborhood change, and many other factors beyond our control. The value of your mobilehome may decline in the future, like any residence. You agree to indemnify, discharge, release, and hold us free and harmless against and in the event of economic loss, diminution in market value, or depreciation of your mobilehome, or its accessory structures or equipment, and other improvements, including lack of demand therefor, which results in the future. You understand the existence of such investment risk, and agree to accept all risks of economic loss or loss in value to the mobilehome. This indemnification and release does not relieve us of any legally-imposed duty of care as to injury or property damage (for example, physical damage for which we have a duty to repair or compensate you).

33. SUBLEASING. Except as provided by city ordinance No. 3277 Subletting is prohibited and any subletting will be void. "Subletting" means any renting, regardless of the time period or how it is characterized, of the mobilehome or Space.

34. APPROVAL OF PURCHASER AND SUBSEQUENT RESIDENTS. If your prospective buyer/transferee/ assignee intends for the mobilehome to remain in the Park, or the buyer/transferee/assignee intends to reside in the Park, the buyer/transferee/assignee must do the following before occupying the mobilehome or Space: complete an application for residency, or sign a lease or rental agreement which is acceptable to us and be accepted by us for tenancy and sign the Park Rules and Regulations. We may request a financial statement, credit report, references, and other reasonable information we need from any prospective buyer/transferee/assignee. If the buyer/transferee/assignee is not approved by us, or does not sign a lease or rental agreement acceptable to us, they will have no rights of tenancy in the Park and they may not leave the mobilehome here or occupy the Space. Other restrictions and requirements regarding these approvals may be found in our lease and rental agreements and if they are in conflict with these requirements, the more restrictive requirements will apply.

35. PAYMENT OF TAXES FOR RESIDENTS' PROPERTY. You agree to pay, before delinquency, all taxes, assessments, license fees, and other charges ("taxes") that are levied or assessed against your personal property and improvements which are installed or located in or on the Space, including your mobilehome and its accessory structures and equipment ("improvements"). Upon our request, you will furnish us with satisfactory evidence of these payments. If any taxes on your improvements are levied against us or our property, or if the assessed value of the Park, the Space and/or other improvements is increased by the inclusion of a value placed on your improvements and if we pay the taxes on any of these improvements or the taxes based on the increased assessment of these improvements, you will, at our request, immediately reimburse us for the taxes levied against us or the proportion of the taxes resulting from the increases in our assessment. We will have the right to pay these taxes regardless of the validity of the levy or assessment. You may contest any such tax that is levied or assessed against your personal property and improvements. However, you are still obligated to pay such tax, before delinquency.

36. INSURANCE. We do not carry public liability or property damage insurance to compensate you, your guests, or any other person from any loss, damage, or injury except those resulting from situations where we would be legally liable for such loss, damage, or injury. You are required to obtain, at your own cost, extended coverage for your mobilehome, fire, earthquake, and other casualty insurance on the mobilehome, other improvements and contents to the full insurable value, personal liability and such other insurance as is necessary to protect you, your guests, or others from loss or liability.

37. NOTICES. All notices required or allowed by these Rules and Regulations must be in writing and may be served by any method then allowed by the law. You understand that any notice terminating your tenancy must be given to you in writing in the manner described in §1162

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of the California Code of Civil Procedure. The service of any other notice on you may be validly served if it is personally served on you or mailed to you at your address in the Park by First Class Mail, postage prepaid.

38. CONTRACTORS AND LIENS AND CLAIMS. Only licensed contractors having adequate liability and Worker's Compensation Insurance are permitted to work in the Park and we may require them to provide proof of insurance to us in advance of beginning any work. It is your responsibility, not ours, to ensure that your contractors are licensed and insured and we will have no liability if they are not. You may not allow any liens or other claims to be made against our property and, if you do, you agree to immediately do whatever is necessary to remove them and protect our interests.

39. ACKNOWLEDGMENT. You acknowledge and agree as follows: 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.

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.

Dated: _____

_____
Resident

Dated: _____

_____
Resident

Dated: _____

_____
Resident

Dated: _____

_____
Resident

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