

EXHIBIT "A"

RULES AND REGULATIONS

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1. INTRODUCTION

Creekside Community ("Creekside") is an Equal Housing Opportunity Provider. We do business in accordance with the Federal Fair Housing Law.

It is illegal to discriminate any against person because of race, color, national origin, religion, sex, handicap or disability, familial status, marital status, sexual orientation, or any other protected class.

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

These Rules and Regulations ("Rules") have been developed as a basis for good relations within Creekside and to promote uniformity and consistency of standards and practices for the betterment of management and Homeowners. These Rules contain standards applicable to Creekside for the protection of the interests of management and Homeowners. These Rules are part of your Lease or Rental Agreement ("Lease Agreement") and are a requirement of tenancy. Please read these Rules carefully and keep them on file. These Rules constitute a binding agreement between you and Creekside. All Rules will be integrated and applied in a reasonable manner.

2. DEFINITIONS

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

- A. "Creekside" means Creekside Community and includes Owner and management, as defined below.
- B. "Homeowner" means the person(s) who has(have) a tenancy in Creekside under a Lease Agreement.
- C. "Owner" means the legal owner of Creekside and includes both ownership and management (past, present, and future) and each of their past, present, and future legal and beneficial principals, and each and all of their past, present, and future partners, directors, members, representatives, officers, employees, attorneys, and agents.
- D. "Park Facilities," "Recreational Facilities" and "Common Areas" represent those facilities and areas of Creekside which are generally open for use by Homeowners and their accompanied Additional Occupants and guests.
- E. "Space" means the real property portion of Creekside designated or used for the occupancy of one (1) mobilehome, which real property is rented to Homeowner by Owner, and the area one (1) foot below grade and sixteen (16) feet above grade. The boundaries of the real property rented to Homeowner shall be the lesser of (1) the lot lines as determined by a government-approved survey or by a recorded plot plan, or (2) the apparent physical boundaries of the Space as they existed at the time

of execution of the Lease Agreement. However, if the area necessary to comply with setback requirements imposed by state and local agencies comprises a smaller area than stated above, then the smaller area shall comprise the Space.

- F. "Mobilehome Residency Law" represents the most current version of Civil Code Sections 798, et seq., commonly known as the "MRL".
- G. "Additional Occupant" includes any person sharing occupancy of the Space who is not classified as a Homeowner, such as a companion, live-in caregiver, or family member. "Additional Occupant" excludes any person who stays with Homeowner for less than twenty (20) consecutive days or thirty (30) days in a calendar year, and such person shall be known as a "guest".
- H. "Approval" means that Owner's prior written approval must be obtained by Homeowner before Homeowner commences any action requiring Owner's approval. If Owner's approval is required, Homeowner shall submit a written request to Owner, which describes the action Homeowner proposes to take and for which Homeowner seeks approval. Without limiting the foregoing, Homeowner agrees that if Homeowner commences any construction, alteration and/or improvement without Owner's approval, Homeowner will remove such unapproved construction, alteration and/or improvement at Homeowner's expense immediately upon notice by Owner.
- I. "Management" means ownership and/or management of Creekside, or any authorized agent acting on their behalf in connection with matters relating to Creekside.

3. UNIVERSAL RULE

The universal rule is always applicable and controlling unless a more specific rule exists, in that Homeowners must conduct themselves in a reasonable manner and be respectful of the legitimate rights of others, so as to avoid (1) adversely affecting such rights; (2) creating a nuisance, breach of quiet enjoyment or annoyance; (3) unreasonably endangering others and/or their rights; and (4) trespassing, entering, invading or touching the property of other Homeowners, management or persons.

4. PARK STATUS

Creekside is an all-age community with no minimum age requirements for Homeowners. As is true of these Rules and Creekside's other Rules and Regulations, this Rule may be changed or eliminated at any time on six (6) months' notice and Creekside shall have no liability to Homeowner or others in the event of such a change or elimination.

5. COMPLIANCE WITH LEASE AGREEMENT AND RULES AND REGULATIONS

A. Compliance with Lease Agreement: Homeowner shall, at all times, have a current written Lease Agreement with Creekside pursuant to Civil Code Sections 798.15 and 798.75, and shall not violate any term, condition, or provision of the Lease Agreement applicable to Homeowner's tenancy in Creekside.

B. Compliance with Rules and Regulations: Homeowner shall ensure that

Homeowner and Homeowner's Additional Occupants and guests comply with these Rules.

The promises, duties and conditions of these Rules are a private matter of contract between Homeowner and management. These Rules are not for the benefit of any other Homeowner, Additional Occupant, guest, or person. It is agreed that no other Homeowner's Lease Agreement or Rules benefits you and that these Rules do not benefit others; there is no third-party beneficiary to this document. Thus, no claim against management may be made for any decision or policy to refrain from enforcement of these Rules, including covenants to maintain peace and quiet, bars against encroachment, or any disagreement with another Homeowner or other person residing in or upon a Space in Creekside, for any reason, including advice of counsel. Thus, in the event, for example, that Homeowner complains that another Homeowner is violating one of these Rules, such violation, if any, only gives rise to a remedy that is available to management, and such violation, if any, does not give rise to a claim by the complaining Homeowner against management for not enforcing these Rules. This provision is the essence of these Rules, and it is not subject to any waiver by management unless expressed in writing and executed by Owner. Management has no authority to waive this provision.

Any violation of these Rules shall be deemed a public nuisance. Homeowner agrees that any such violation cannot reasonably or adequately be compensated with damages in an action at law, and Owner shall therefore be entitled to injunctive relief, including, but not limited to, restraining Homeowner from continuing to violate these Rules, or from allowing a condition which violates these Rules to exist or continue to exist.

Homeowners and their accompanied Additional Occupants and guests have a right to use Park Facilities only if they comply with these Rules and Creekside's other residency documents.

6. USE OF SPACE

A. No Commercial Activity: The mobilehome and Space shall be used only for private residential purposes and no business or commercial activity of any nature shall be conducted thereon, except for home occupation businesses that are properly licensed by the City of San Luis Obispo ("City"), have met all City requirements, and have obtained prior written approval from management. Notwithstanding the foregoing, the following business and commercial activities are prohibited:

1. Sharing residency of any Space through a referral service (whether commercial or nonprofit), including, but not limited to, any website such as Airbnb, Vacation Rentals by Owner (VRBO), etc.
2. Any activity inconsistent with lawful and enforceable Creekside zoning and any conditional use permits, which would increase the risk of harm to Owner or to any other person or property.
3. Any activity which increases insurance costs to Owner or Homeowner or affects the ability of either or both to obtain insurance.

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

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

7. OCCUPANCY LIMITS

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

8. ADDITIONAL OCCUPANTS

A. Additional Occupants and Guests: Guests must register with Owner if they stay with Homeowner more than twenty (20) consecutive days or thirty (30) days in a calendar year. With the exception of a companion, live-in caregiver or family member, as set forth in Civil Code Sections 798.34 and 798.35, if any guest stays beyond the foregoing period, Homeowner will be charged a reasonable Additional Occupant fee, as set forth in the Lease Agreement, for each day following the expiration of such period. For emergency reasons, Homeowner should register any overnight guest with management.

Homeowner agrees to acquaint all Additional Occupants and guests with the conditions of tenancy at Creekside, including, but not limited to, these Rules. Additional Occupants and guests shall have no rights of tenancy in Creekside, and any agreement between Homeowner and Homeowner's Additional Occupants will not change the terms and conditions of the Lease Agreement between Owner and Homeowner.

A violation of these Rules by an Additional Occupant or guest shall be deemed a violation of these Rules by Homeowner, and Homeowner's tenancy shall be subject to termination as a result thereof pursuant to Civil Code Section 798.56(d).

B. Companions: A Homeowner who is living alone in a mobilehome and who wishes to share occupancy of the mobilehome with one (1) other person, to be designated as the Homeowner's companion, may do so. A Homeowner may only designate one (1) person at a time as a companion and shall not designate more than three (3)

companions during any calendar year, unless authorized by management.

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

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

9. ADDITIONAL OCCUPANTS AND GUESTS' USE OF PARK FACILITIES

Additional Occupants and guests are permitted to use Park Facilities only when accompanied by an adult Homeowner.

Owner reserves the right to make a reasonable determination as to whether Park Facilities can accommodate all Homeowners and their Additional Occupants and guests, and Owner may refuse any Additional Occupant or guest access to the facilities if the Additional Occupant or guest's presence would detract from the use and enjoyment of the facilities by other Homeowners, Additional Occupants and guests who are then using them.

10. PARK PERSONNEL

Owner shall be represented by management, including a manager who is vested with all of the legal rights and authorities to enforce these Rules on behalf of Owner.

A. Prohibition: Homeowner shall not use or borrow any of Creekside's property, tools, or equipment, which are for the use of park personnel only. Homeowners shall not threaten, harass, intimidate, verbally abuse, follow, stalk, or engage in a course of conduct over a period of time, however short, that threatens, harasses, intimidates, verbally abuses, follows or stalks management and/or park personnel in the performance of their duties on behalf of Owner. Any such conduct shall be deemed a nuisance for which remedial action under the MRL or any other applicable law may be brought against Homeowner.

Please do not ask management or park personnel to make promises to you or seek special favors from management or park personnel. Homeowners are not to request that management or park personnel receive notices, mail, service of process, gratuities, deliveries, packages, or other property from anyone for safekeeping, storage, or any purpose on behalf of any Homeowner, Additional Occupant, or guest. Homeowner shall not request that management or park personnel work in or around Homeowner's mobilehome, except as needed to fulfill management or park personnel's duties. Homeowner shall not request that management recommend contractors for such work. Homeowner shall not ask management to represent or

give opinions about mobilehome values, quality, utility, condition, or merchantability.

If Homeowner has any questions regarding the utility pedestal located outside of Homeowner's mobilehome, or any questions regarding these Rules, Homeowner shall contact management.

11. PARK OFFICE AND COMPLAINTS

- A. Business Hours:** Management's business hours are posted at the Creekside office. For life-threatening emergencies, call 911. For property-endangering emergencies after business hours, contact management by telephone. Homeowner shall not contact management at their private residence at any time for any park matter.
- B. Complaints:** All Homeowner complaints must be submitted to management in legible handwritten or typed format during business hours. Homeowner complaints regarding other Homeowners, Additional Occupants or guests, Park Facilities and/or management must include details such as the nature of the problem, the date, time and place it occurred or was observed, and the names of the persons involved, if known. All complaints must be signed and dated by the complaining Homeowner and delivered to management, and they will be retained in Creekside files. Any Homeowner who observes a defect or other issue with any Park Facility, or any other part of Creekside, must submit a complaint to management regarding the defect or issue promptly upon observing it.

Homeowners should be aware that it is their responsibility to settle among themselves such issues as would normally arise in any neighborhood. If another Homeowner, Additional Occupant, or guest is disturbing you, it is agreed that you will affirmatively contact the person and make a reasonable effort to remedy the disturbance. Owner shall have no responsibility, duty, or obligation to intercede in a "neighbor vs. neighbor" dispute, except as required by law. If the disturbance is of a criminal nature, then you should immediately contact the appropriate law enforcement agency and then contact management and fill out a complaint form. To report an in-progress, life-threatening emergency, call 911. Management will not interfere in or attempt to settle disputes of this nature. Should a dispute become park-related rather than neighbor-related, Homeowner agrees that any complaint submitted may, if necessary, be used in court and that Homeowner may be required to appear in court to testify.

12. INTERPRETATION AND APPLICATION

- A. Interpretation:** It is Creekside's intention to interpret and apply all of these Rules reasonably and lawfully. If, for any reason, any Rule is found to be unlawful, that Rule will be automatically deleted without further action on Creekside's part and the remaining Rules will continue in full force and effect.
- B. Conflicts:** If any of these Rules are in direct conflict with the terms of any Lease Agreement having an original term longer than twelve (12) months and signed by Homeowner and Owner, the terms of the Lease Agreement will prevail with regard to Homeowner until the original term ends.

13. ARCHITECTURAL SPECIFICATIONS FOR ALL MOBILEHOMES, SPACES, ACCESSORY

STRUCTURES, EQUIPMENT AND APPLIANCES

See Exhibit 1 hereto, incorporated by reference as if fully set forth herein.

14. MOBILEHOME AND SPACE MAINTENANCE AND APPEARANCE

- A. Homeowner Responsibility:** This section applies to all Homeowners, regardless of whether they are the original occupants of the Space or mobilehome. Homeowner must maintain and be financially responsible for the repair and maintenance of the Space and all improvements thereon in order to keep them in good condition and repair and in a safe, neat, clean, attractive, and well-kept fashion at all times. This includes, without limitation, the following: the mobilehome, its accessory structures, equipment and appliances, fences, hillside banks and landscaping. This will require Homeowner to wash, clean, paint and treat the Space improvements as necessary to maintain their original appearance.
- B. Enforcement:** Owner may, in accordance with Civil Code Section 798.36, charge a reasonable fee for services relating to the maintenance of the land and premises upon which the mobilehome is situated, in the event that Homeowner fails to maintain such land or premises in accordance with these Rules after written notice to Homeowner and failure of Homeowner to comply within fourteen (14) days. The written notice will state the specific condition to be corrected and an estimate of the charges to be imposed by Owner if the services are performed by Owner or its agents.
- C. Homeowner Trash Collection:** Homeowner trash collection is provided by the City and its third-party provider. While the specifics are subject to changes by the provider, its service includes regular, scheduled trash collection and periodic oversized item pick up. Further information regarding pick-up times, schedules, customer service and contact information is provided to Homeowner by the provider. All trash must be kept in Creekside-approved receptacles and in a concealed place out of public view on the rear half of the Space. Homeowner is responsible for ensuring that his or her trash is securely sealed inside plastic bags, so as to avoid attracting insects or other pests, unless otherwise specified by the provider. Homeowner shall not litter in any area of Creekside, nor shall any trash or oversized item be stored outside of the mobilehome other than for collection or pick up. Any receptacle or oversized item scheduled for pick up shall be placed at the curb directly in front of Homeowner's Space no sooner than twenty-four (24) hours prior to the scheduled collection or pick up. All receptacles, and any oversized items that are not picked up for any reason, must be returned to their concealed place on the rear half of the Space within twelve (12) hours of the scheduled collection or pick up. Combustible, noxious, or hazardous materials must be removed from Creekside immediately. Bringing trash from outside Creekside is not permitted. Sanitary and health laws must be obeyed at all times. Trash includes recycled materials, green waste, and other organic materials.
- D. Creekside Trash Receptacles:** Creekside trash receptacles are for use by park personnel only. Do not take or sift through trash in Creekside trash receptacles. Do not reach, step, or climb into Creekside trash receptacles. "Dumpster diving" is prohibited. Creekside is not responsible for the disposal of any furniture, appliance,

oversized box, or other oversized item. Such items should be disposed of using Homeowner's periodic oversized item pick up, or independently by Homeowner.

- E. Driveways:** Homeowner is responsible for repairing damage to concrete and/or asphalt surfaces on the Space caused by, but not limited to, oil drippings, anti-freeze, or gasoline spillage. All carports, concrete, asphalt, and other surfaces shall be kept clean and free from vehicle fluids and damaging substances. If carport concrete or asphalt was installed by anyone other than Creekside, Homeowner will be responsible for its upkeep and maintenance.
- F. Storage on the Space:** Unless specifically permitted, nothing may be placed or stored outside of the mobilehome or storage cabinets except as follows: patio furniture that is designed and manufactured for outdoor use, operable bicycles, and barbecue equipment, all of which are to be maintained in an attractive and neat condition. No appliances, including, but not limited to, water heaters, freezers, refrigerators and washing machines, may be placed outside of the mobilehome. Storage is not allowed under the mobilehome, and all materials or debris gathered or accumulated there must be removed immediately.
- G. Barbeques, Grills, Bonfires and Fire Pits:** Except for one (1) gas or electric barbeque or grill approved for use by management, which may be placed outside of the mobilehome, burning of anything flammable (wood, paper, coal, or any other material) is not allowed in Creekside. Bonfires and fire pits are not permitted. Barbecues and grills may not be transported to the Recreational Facilities.
- H. Exterior of Mobilehome:** Exteriors of mobilehomes must be kept clean and neat. All utility connections must be kept in safe, leak-proof, accessible, and operative condition at all times. Materials not approved as accessories by management may not be hung from the mobilehome or outside of the mobilehome.
- I. Clotheslines:** Towels, rugs, clothing, or laundry of any kind may not be hung outdoors in view from other Spaces or any other Creekside property at any time. A clothesline (a cord, rope or wire only from which to hang laundered items) or drying rack (an apparatus from which laundered items may be hung, not including a balcony, railing, awning or other part of a structure or building) is permitted in an enclosed area of the Space, so long as: (1) the clothesline or drying rack will not interfere with maintenance of the mobilehome or Space; (2) the clothesline or drying rack will not create a health or safety hazard, block doorways or interfere with walkways or utility equipment; (3) consent is sought before affixing a clothesline to any building other than the mobilehome; (4) the clothesline or drying rack is not visible to other Spaces or any other Creekside property, streets or Common Areas; and (5) Homeowner has received prior written approval from management for the clothesline or drying rack.
- J. Flags and Flagpoles:** Homeowner shall not display an excessive number of flags so as to cause a nuisance to other Homeowners in Creekside. Flags shall not exceed thirty-six (36) inches by sixty (60) inches. No permanent flagpoles are permitted. Flagpoles which are four (4) feet or less in length, which are designed to be mounted on the front of the mobilehome and easily removed for storage, are

permitted.

K. Outdoor Decorations: Homeowner shall not display an excessive number of banners, wind chimes, waterfalls, fountains, ponds, statuary, bird feeders or other items on the Space, so as to avoid causing a nuisance to other Homeowners in Creekside. Any decorations and/or lights used on the outside of Homeowner's mobilehome must be UAL approved and are subject to management approval.

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

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

N. Utility Pedestal Area: The utility pedestal area (electric, gas, water, and sewer hookups) must be accessible and must remain unobstructed at all times with at least thirty-six (36) inches of clearance on all sides. If Creekside's gas or water shut-off valves for the main lines are located on Homeowner's Space, they must be accessible and must remain unobstructed at all times with at least thirty-six (36) inches of clearance on all sides. All electric, gas, water and sewer connections and other tools and equipment connected with utility services must be avoided and not tampered or interfered with. Homeowner will bear the cost of any repairs to any utility damaged by Homeowner.

O. Pest Control: Each Homeowner is responsible for effective extermination of infestations of insects, rodents, vermin, and other pests on Homeowner's Space.

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

No toxic substances may be placed in any refuse container. Instead, such substances must be carried out of Creekside and disposed of as permitted by 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 Creekside.

Q. Sewage System: Homeowner shall not place or allow to enter into Creekside's sewer system, through any toilet or drain, any water-insoluble material (any material that does not dissolve in water) that may cause a sewer stoppage. Examples include, without limitation: clothing or fabric; paper products such as

facial tissue, paper towels, paper, newspaper, or magazines; sanitary napkins; tampons; disposable diapers; dryer sheets; plastic or synthetic material such as packing, packaging, or wrapping materials; water-insoluble foodstuffs including matter containing saturated fats (lard, animal oils and grease), coffee grounds, pet foods, organic or inorganic matter. Homeowner is responsible for plumbing and sewer connection leakage and repair of fixtures in the mobilehome.

Any “sewer stoppage” occurring in the sewer lateral (that portion of Creekside’s sewage system that extends from the main sewer line to an individual Space drain inlet), or in Homeowner’s mobilehome, shall be the responsibility of Homeowner.

15. LANDSCAPING AND DRAINAGE

- A. Maintenance:** Each Homeowner shall landscape his or her Space in a clean, attractive, and well-kept fashion. Lawns must be regularly mowed, trimmed, and watered with all weeds and debris removed weekly. Vegetation must not rub against any mobilehome or other structure or interfere with property belonging to others. Trees and shrubbery must not obscure the open view of Creekside streets. Homeowner is responsible for arranging for someone to maintain the Space and landscaping while Homeowner is absent. If Homeowner’s property or actions (digging, potholes, etc.) damage Creekside improvements (carport or street asphalt, curbs, gutters, utilities, streetlights, etc.), Homeowner will be responsible for their repair or replacement. The street and gutters in front of the Space shall be kept clean, neat, and free of dirt and standing water. Water from sprinklers or hoses is not allowed to excessively wet the streets or flood the gutters. Timer-controlled automatic sprinklers shall be adjusted seasonally to prevent over-watering during cooler and/or wetter months.
- B. Prior Written Approval:** No landscape installations or changes shall be undertaken without management’s prior written approval. Landscaping of Spaces or changes to existing landscape shall be completed within forty-five (45) days of the date of management’s approval of the installations or changes. Prior to commencing any landscaping work, including changes to existing landscape, changes to, additions to, or deletions of any fence, carport, awning, cabana or any structure of any kind, Homeowner shall submit a detailed landscape plan to Creekside for approval. Because of the infinite variety of living and non-living objects which may be used in landscaping, it is impossible to describe all things Creekside will or will not accept as landscaping. Consequently, the following general landscape standards are provided only to assist Homeowner in preliminary planning. Any changes to existing landscaping made without management’s prior written approval must be returned to their original state upon notice from Owner.
- C. General Standards:** Except for the use of Creekside-approved artificial turf, only live plants may be used. Evergreen grasses, ground cover, flowers and small shrubs are generally acceptable. Plant material known to have control problems, including, but not limited to, bamboo, is not permitted. Lawns must be mowed and trimmed, and all landscaping must be kept clean and attractive in appearance. With management’s prior written approval, small decorative rock not dyed or artificially colored or exceeding 3/4 inch in size is allowed as ground cover, if utilized with

fabric or plastic underlayment designed for landscaping and not covering more than twenty-five (25) percent of the Space. Pea gravel is not permitted. If decorative small rock is used, additional rock must be added as necessary to ensure that there are sufficient quantities to fully cover the underlayment. Bark, wood chips and mulch are not permitted, except with prior written approval from management.

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

D. Drainage: Homeowner is responsible for ensuring that the drainage on the Space is correct so water will drain away from the Space and discharge onto the roadway and not onto other Spaces or Common Areas. This may include re-grading the Space if the present grade does not meet these requirements. No one may alter the existing drainage or grading of the Space or the park without management's prior written approval. All watering systems shall be installed, maintained, and adjusted as necessary to avoid water run-off and standing water. Any berms shall be maintained to avoid the accumulation of water on the Space. Washing of streets and driveways is not permitted. Car washing is permitted only in the designated car wash area.

E. Vegetable Gardens: Small, low-growing vegetable gardens are permissible in the rear portion of the Space, provided that they are neat, clean, and well cared for at all times.

F. Trees: Homeowner is responsible for routine tree maintenance, including pruning, trimming and removal, and Homeowner's failure to perform such maintenance entitles Creekside to take corrective action and Homeowner shall reimburse Creekside for such maintenance. Homeowner must obtain written permission from Creekside to plant a tree on the Space. Creekside retains the option to determine the location and type of tree which may be planted. Large plants and trees may not be planted by any street, driveway, walkway, patio, or other improvement made of asphalt or concrete that might be cracked by roots. No tree or shrubbery is allowed which has, or may develop, a root structure which causes cracking, buckling or otherwise interferes with streets, driveways, or other Creekside facilities.

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

G. Notification of Hazards: Homeowner has an obligation to notify Creekside of any danger, hazard or health and safety violation on Homeowner's Space.

16. RENTAL ASSISTANCE

Several rental assistance programs are available. Please contact management for more information.

17. SUBLEASING

Homeowner shall not be permitted to sublease his or her mobilehome, except as

required by law.

18. SIGNAGE AND ADVERTISEMENTS

- A. Prohibition:** All exterior signage and advertisements, including, but not limited to, “For Sale” and “Open House” signs, political campaign signs and advertisements to the public, are prohibited except as permitted herein. No signs are to be attached to or placed in front of any Creekside signage, streetlights, streetlight poles or other Creekside structures, including, without limitation, the clubhouse.
- B. For Sale and Open House Signs:** Homeowner may place a sign in the window of the mobilehome, on the side of the mobilehome facing the street, or in front of the mobilehome facing the street, stating that the mobilehome is for sale. Homeowner may also display a sign conforming to these requirements indicating that the mobilehome is on display for an “Open House.” However, “Open House” signs are only permitted between the hours of 10:00 a.m. to 4:00 p.m. on the days a representative is onsite. The sign faces shall not exceed twenty-four (24) inches in width and thirty-six (36) inches in height and may not extend into the street.
- C. Political Campaign Signs:** Homeowner may place a political campaign sign relating to a candidate for election to public office, or to the initiative, referendum or recall processes, in the window or on the side of the mobilehome or within the Space. The sign may not exceed six (6) square feet and may not be displayed in excess of ninety (90) days prior to an election to fifteen (15) days following the election.
- D. Advertisements to the Public:** Except as permitted by law, or as to Homeowners Association-sponsored events, Homeowners may not advertise to the public, including any advertisement to invite members of the public into Creekside, including for meetings, garage sales, bake sales and other similar events.
- E. Park Bulletin Boards:** Any park bulletin boards may be used by Homeowner for no longer than seven (7) days to post the sale of a specific item or items. The advertisement must state the date it was posted on the bulletin board. Any un-dated posting is subject to immediate removal by management.

19. RECREATIONAL FACILITIES

- A. Use of Recreational Facilities:** The Recreational Facilities are for the use of all Homeowners and their accompanied Additional Occupants and guests, as set forth in these Rules. The facilities may be unavailable on occasion because of repairs, cleaning and/or as determined by Creekside. The right to use the facilities is a revocable right that may be revoked or temporarily suspended if Homeowner or Homeowner's Additional Occupants or guests fail to comply with the Rules relating to the facilities. Management may impose a limit of two (2) Additional Occupants or guests per Space for the swimming pool, spa, or other Recreational Facilities, if overcrowding will deprive other Homeowners and their Additional Occupants and guests from reasonably using those facilities. Additional rules and regulations posted in Creekside are incorporated herein by this reference.
- B. General Rules Regarding Recreational Facilities:**
 - 1. Children fourteen (14) years of age and under must be accompanied by an adult

Homeowner all times while using the Recreational Facilities and may only use the Recreational Facilities during the posted hours, as applicable.

2. No drinking of alcoholic beverages is allowed in or around the Recreational Facilities or the swimming pool area. No glassware or glass containers may be taken into any of the Recreational Facilities.
3. No gambling will be permitted at any time.
4. Unreasonably disturbing noise and conduct are not allowed in the Recreational Facilities.
5. Any damage done to the Recreational Facilities by Homeowner, his or her Additional Occupants or guests will be the responsibility of Homeowner.
6. Rules regarding Recreational Facilities may be subject to change with sixty (60) days' notice to Homeowner pursuant to Civil Code Section 798.25.
7. Management is not responsible for articles lost, damaged or stolen in or around the Recreational Facilities.

C. Limitations: Each person is required to adhere to the limitations on the use of the Recreational Facilities that are posted in and about those facilities. The swimming pool and spa are open and available seasonally with consideration given for unusual local weather conditions. Persons using the swimming pool or spa do so at their own risk, and there are no lifeguards. **Warning:** Because of the temperature of the water in the spa, all users must be careful and diligent not to use it for more than a few minutes at a time. Older and younger persons, and all persons with health conditions, must be particularly careful and must not use the spa without permission from their physicians. Each person is responsible for using the spa in a manner that ensures that he or she does not harm or endanger himself, herself, or others.

D. Clubhouse: The clubhouse may be reserved by applying to management. Except as otherwise provided in Civil Code Sections 798.50 and 798.51, the following shall apply: Reservations may be approved, following submission of all required paperwork, if no scheduling conflict exists. The host Homeowner is responsible for returning the clubhouse to the condition in which it was received, and management reserves the right to have cleaning and/or repairs performed on the clubhouse, with Homeowner billed separately, if the clubhouse is not returned to the condition in which it was received. All functions are reserved for Homeowners, their family and friends, with the majority of attendees being Homeowners. Each attendee must be a personal and direct invitee of the host Homeowner, with the host Homeowner solely responsible for the conduct of his or her attendees. All Recreational Facilities must remain open for use by all other Homeowners and their Additional Occupants and guests. Any person using or under the influence of a controlled substance, or otherwise intoxicated, will be subject to immediate expulsion from the function. Only with prior written approval from management, and in compliance with Civil Code Section 798.51(c), will alcoholic beverages be permitted to be served and consumed during any function in the clubhouse or other Recreational Facilities. The host Homeowner is responsible for ensuring that attendees park in designated guest

parking spaces ("Guest Parking"), or outside of Creekside, and that they do not block driveways or other areas in Creekside.

- E. Disclaimer:** Homeowner understands that bodily injury, loss, and damage can occur as a result of use of the Recreational Facilities, as well as their adjacent areas. Homeowner, on behalf of Homeowner and his or her Additional Occupants and guests, hereby releases and shall indemnify and hold Owner harmless from liability for any injury, loss or damage resulting from the use of the Recreational Facilities and their adjacent areas.

20. LAUNDRY FACILITIES

Laundry facilities are for the use of Homeowners and Additional Occupants only. Use of the laundry facilities is at user's own risk of loss or damage to clothing or other items. Homeowners and Additional Occupants who use the laundry facilities shall keep them neat and tidy. The laundry facilities will be closed from time to time for cleaning and repairs. Additional rules and regulations governing the use of the laundry facilities are posted and incorporated herein by reference.

21. CONDUCT

- A. Homeowner Conduct:** Homeowner and his or her Additional Occupants and guests shall not violate any local, state or federal law while located anywhere on Creekside premises, including, but not limited to, Homeowner's mobilehome, and may not engage in or allow any conduct which is a substantial annoyance to other Homeowners or management, violates any other Homeowner's quiet enjoyment, threatens or displays violence to any other Homeowner, Additional Occupant or guest or threatens damage to property. Homeowner must act reasonably to avoid the creation of a nuisance. In addition, Homeowner and his or her Additional Occupants and guests may in no way harass, intimidate, annoy, threaten, or display any acts of violence toward park personnel, including, but not limited to, management and maintenance personnel. Any violation of this provision will be grounds for eviction and termination of tenancy. Furthermore, all Homeowners, Additional Occupants and guests must refrain from disturbing others with noise or unreasonably loud activities between the hours of 10:00 p.m. and 7:00 a.m., or as set forth in any applicable City noise ordinance. Radios, televisions, record players, stereos, CD players, boom boxes, musical instruments and other devices must be used so as not to disturb others. No radios, televisions, record players, stereos, CD players, boom boxes, musical instruments or other devices may be heard outside of Homeowner's mobilehome.
- B. Rules Applicable to All:** These Rules are intended to apply to all Homeowners, as well as their Additional Occupants and guests. These Rules cover a wide variety of subjects. While it is impossible to cover each and every possible situation, all persons are expected to conduct themselves in a reasonable manner, respectful of other Homeowners, their Additional Occupants and guests, Owner, management, and park personnel.
- C. Trespass and Entry:** No person shall trespass on any Space in Creekside or any area in Creekside that is not normally open to general use. Management may, in the

course of its duties and responsibilities, enter any area in Creekside while performing such duties and responsibilities.

- D. Activities:** The safe and reasonable use of bicycles, skateboards, rollerblades, scooters, and wagons is allowed, as it would be in any other residential neighborhood. Remote-controlled toys and drones, and activities involving flying objects or balls, are prohibited in Creekside. Shopping carts may not be brought into Creekside. Any person who damages the property of another will be financially responsible for the damage. Any recreational activity in Creekside streets is prohibited (for the safety of Homeowners, Additional Occupants and guests who may not be seen by drivers, and for protection of others' property). Basketball hoops may not be installed on or around Homeowner's mobilehome, and rolling or other portable basketball hoops are prohibited in Creekside. The use or display of any weapon, including, but not limited to, bows and arrows, BB guns, knives, fireworks, and guns, is expressly forbidden. Persons using or under the influence of a controlled substance, or otherwise intoxicated, shall not be permitted in any area of Creekside that is open to general use.
- E. Yard and Estate Sales:** Homeowners are permitted to conduct yard and estate sales, with prior written approval from management. Such sales are only allowed between the hours of 9:00 a.m. and 5:00 p.m. The host Homeowner is responsible for ensuring that attendees park in Guest Parking, or outside of Creekside, and that they do not block driveways or other areas in Creekside.
- F. Fireworks:** Fireworks are prohibited in Creekside.
- G. Smoking and Vaping:** Smoking and vaping of any kind in the Recreational Facilities and Common Areas are prohibited.
- H. Marijuana:** Marijuana is prohibited from being kept, planted, or used in the mobilehome, on the Space, or anywhere in Creekside, unless permitted by law.
- I. Violation of Laws or Ordinances:** The violation of any law or ordinance of the city, county, state, or federal government will not be tolerated and will constitute a violation of these Rules. No actions or inactions shall be permitted which would place Owner in violation of any law or ordinance.
- J. Enforcing Compliance:** If Homeowner violates any term of tenancy, Owner's delay or omission in exercising any responsive right or remedy will not impair such right or remedy, nor will it be considered a waiver thereof. No waiver by Owner of the right to enforce any provision of Homeowner's Lease Agreement and/or these Rules after any default or violation on Homeowner's part will be effective unless it is made in writing and signed by Owner, nor will it be considered a waiver of any rights to enforce each and every provision of Homeowner's Lease Agreement and/or these Rules upon any further default or violation by Homeowner.
- K. Substantial Annoyance:** Homeowner agrees that certain conduct constitutes a substantial annoyance to other Homeowners within the meaning of Civil Code Section 798.56(b), and that engaging in such conduct shall be grounds for termination of tenancy, and, if necessary, formal eviction proceedings.

22. MOTOR VEHICLES AND OTHER TRANSPORTATION

A. Motor Vehicles: All motor vehicles must be operated in a safe manner and in accordance with these Rules and all California laws applicable to motor vehicles. All traffic control signs must be obeyed. Only registered and insured vehicles may be parked or driven in Creekside. No off-road vehicles, such as dune buggies, dirt bikes, all-terrain vehicles, etc., are allowed in Creekside. No motor vehicle may be operated in Creekside by any person who is not licensed to operate that vehicle. All motor vehicles parked or operated in Creekside must display current registration tags and must have current liability insurance in full force and effect. For the safety of Homeowners and their Additional Occupants and guests, no motor vehicle may be driven in Creekside in an unsafe manner.

B. Other Transportation: All bicycles, skates, rollerblades, scooters, golf carts, etc., must be used in a safe and careful manner in accordance with all applicable laws. Such activities are undertaken at Homeowner's own risk, and Homeowner agrees to hold Owner harmless and indemnify Owner for any and all damage, including any damage to Creekside property, which might be caused as a result of Homeowner's participation in such activities.

No bicycles, skates, roller blades, scooters, golf carts, etc., are permitted in the Recreational Facilities or Common Areas of Creekside, other than the streets. Bicycles, skates, roller blades, scooters, golf carts, etc., are not permitted on ramps or sidewalks in order to avoid injury to Creekside property.

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

D. Excessively Noisy Vehicles: No excessively noisy vehicle may be operated in Creekside. All vehicles must have "street legal" muffling devices installed and in good working order. Vehicles not in compliance with this requirement will be refused admittance or required to leave Creekside.

E. Storage: No boat, camper, travel trailer or other recreational vehicle shall be parked anywhere in Creekside other than in the designated storage area and only upon execution of an agreement with Creekside at the prevailing rental rate.

23. PARKING

A. Parking Generally: Parking of Homeowner's vehicles is permitted only on Homeowner's Space and such vehicles may only be parked on the driveway, not on landscaped or other areas of the Space. All driveways must maintain room for the parking of no less than two (2) full-sized vehicles at all times, even if such vehicles are not parked there at all times. Temporary street parking is allowed only between the hours of 7:00 a.m. and 10:00 p.m. Vehicles belonging to repairmen, delivery persons, health care personnel or park personnel may be parked for short periods

of time on the street immediately adjoining the Space where service is being provided. Vehicles parked in Homeowner's driveway shall not protrude into the street.

- B. Guest Parking:** Guest vehicles may be parked in areas of Creekside designated as "Guest Parking." Homeowner shall not park in Guest Parking without prior written approval from management, which approval may be withheld as management sees fit. The use of Guest Parking shall not exceed twenty-four (24) hours at a time. No Homeowner, Additional Occupant or guest may park in any area designated as a fire lane.
- C. Overnight Parking and Storage:** No vehicle may be parked overnight on any Creekside street. Vehicles may not be parked on empty Spaces. No vehicle may be "stored" on Homeowner's Space, and all vehicles must be regularly used for transportation. "Storage" shall include, but is not limited to, parking of any inoperative vehicle for a period exceeding two (2) weeks, parking of an operative vehicle that is not used for a period exceeding four (4) weeks, or parking more than one (1) vehicle for the purpose of selling such vehicles as part of a commercial activity.
- D. Permitted Vehicles:** Only automobiles, pickup trucks rated $\frac{3}{4}$ ton or less, motorcycles and campers attached to pickup trucks that can be accommodated under Homeowner's carport awning are permitted at the Space. Commercial vehicles, tow trucks, buses, trailers, and vehicles containing tools, equipment, lawnmowers, ladders, or any other items that can be seen from the streets or other Spaces, are not permitted.
- E. Liability:** Creekside is not liable for any damage to vehicles, including damage due to collision, malicious mischief, theft, vandalism, or any cause whatsoever, parked in Creekside. Improperly parked vehicles may be towed at the owner's expense in accordance with applicable local and state towing ordinances and statutes. Vehicles parked in any Guest Parking which remain in the same space for ninety-six (96) hours will be presumed to be stored and may be towed, unless other arrangements are made with management, in advance and in writing. Homeowner hereby gives Creekside express permission to tow any vehicle which is illegally parked or stored, either on the Space or anywhere in Creekside. Homeowner specifically waives any injury or damage to the vehicle while it is being towed.
- F. R.V. Parking:** R.V. parking is not permitted in Creekside, with the exception of parking in Homeowner's driveway for loading or unloading for up to twelve (12) hours. No R.V. parked in Creekside shall be occupied by any person for any period of time.

24. PETS

- A. Definition of Pet:** A "pet" is defined as one (1) domesticated and caged bird, one (1) cat, one (1) small dog (no more than fifty (50) pounds at full maturity), one (1) aquatic animal kept in an aquarium, or one (1) other animal with prior written approval from management.

B. Permitted Pets: Except for domesticated and caged birds and aquatic animals, which may be more numerous, Homeowner may keep two (2) pets at the Space. Homeowner must register such pets with Creekside and sign a Pet Agreement. Owner reserves the right to deny Homeowner a pet if the proposed pet appears to present a threat to the health and safety or general welfare of Creekside or its Homeowners. Pets permitted in Creekside are house pets that spend their primary existence within the mobilehome. Birds must be kept within the mobilehome and must be restricted to the types of birds generally kept as house pets such as parakeets, canaries, finches, or parrots. Should Homeowner lose his or her pet, or should it die, Homeowner must register any new pet with Owner.

C. Prohibited Pets: Aggressive breed dogs, including, but not limited to, Pit Bull Terriers, Staffordshire Terriers, Dobermans, Chow Chows, Rottweilers, German Shepherds, Akitas, Mastiffs, Cane Corsos, Alaskan Malamutes, Presa Canarios and Wolf Hybrids, are strictly prohibited. Guide dogs, signal dogs and other service dogs, as defined by Civil Code Section 54.1, are exempt from the breed restrictions otherwise applicable to dogs.

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

D. Rules Applicable to All Pet Owners:

1. Each household is permitted to have two (2) pets while residing in Creekside, so long as these Rules regarding pets, and the Pet Agreement, are strictly complied with.
2. Homeowner must notify management before any pet is brought into Creekside and must fill out and execute a Pet Agreement and submit a recent photograph of the pet(s). The pet(s) may not be brought into Creekside until the pet(s) and the Pet Agreement are approved by management.
3. Homeowners are responsible for updating the information submitted to management regarding their pet(s), including, but not limited to, informing management of the loss or death of a pet.
4. All pets must be licensed and inoculated (where applicable) in accordance with local and state laws. Evidence of such licensure and inoculation must be submitted by Homeowner to management within seven (7) days after request by management.
5. Each pet must be contained within the enclosed area of its owner's Space and shall not, at any time, be loose anywhere in Creekside. A loose pet with proper identification, i.e., tags, that escapes from its owner's Space will be returned to its owner. Three (3) such escapes shall result in the termination of the Pet Agreement as to that pet and expulsion of that pet from Creekside within ten (10) days of notice of such termination. A loose pet without proper identification that escapes from its owner's Space will be removed from Creekside by Animal Control.
6. Homeowner is solely responsible for maintaining any area where a pet is kept. Clean up and disposal of pet excrement and other pet waste is Homeowner's

responsibility, and such excrement and waste must be immediately cleaned up and properly disposed of. Failure to do so shall constitute a violation of these Rules.

7. All pets must be fed inside of the mobilehome. Outdoor feeding of dogs, cats, and birds, including any stray or wild animals, is strictly prohibited.
8. Pets are not permitted in the swimming pool area, clubhouse, or any Recreational Facility in Creekside, unless required by law.
9. Except when a pet is inside of its owner's mobilehome, pets may not be left unattended for any length of time. When a pet is left unattended inside of its owner's mobilehome, it shall not disturb other Homeowners by barking, howling, screeching or any other unusual noise.
10. Any dog not inside of its owner's mobilehome, or contained on its owner's Space, must be kept on a short leash (not to exceed six (6) feet).
11. No pet may invade the privacy of any other Homeowner's mobilehome or Space.
12. Homeowner is responsible for any damage caused by his or her pet. Owner and management shall not be liable for any loss, damage or injury of any kind caused by Homeowner's pet.
13. It is preferred that guests not bring their pets into Creekside. Creekside is, however, willing to allow guests' pets into Creekside under appropriate circumstances, provided that the host Homeowner informs management of the type of pet and the length of its visit and obtains approval, in advance and in writing.
14. Breeding pets in Creekside for commercial sale is prohibited. Pets should be spayed or neutered. In the event of offspring, management must be notified, and written permission must be obtained for the offspring to stay in Creekside for an interim period to be determined based on the nature of the offspring.
15. Upon written request by any Homeowner, management shall, in its sole and absolute discretion, determine whether, for purposes of these Rules and the Pet Agreement, a particular animal is or is not a domestic pet and/or whether the number of such animals kept and maintained, or proposed to be kept and maintained, is reasonable.

E. Failure to Comply: Any violation of these Rules regarding pets shall be brought to management's attention with a written complaint. Management will respond to three (3) such complaints with a letter requesting that the violation stop immediately. Management will respond to any additional complaints with whatever action it deems necessary, in its sole discretion, up to and including termination of the Pet Agreement as to that pet and expulsion of that pet from Creekside within ten (10) days of notice of such termination. Management may, however, require immediate removal from Creekside of any pet that injures or behaves aggressively toward any person or other pet.

25. MOBILEHOME REGISTRATION, LICENSE AND TITLE

Each mobilehome must bear a current registration and/or license issued by the appropriate agency of the State of California. Any fee, tax, or registration charge for Homeowner's mobilehome by any county, state or federal agency must be borne by Homeowner. Homeowner is required to provide to management a duplicate copy of the current registration card for Homeowner's mobilehome issued by the California Department of Housing and Community Development or the California Department of Motor Vehicles.

Homeowner must provide management with a copy of the title to his or her mobilehome upon moving into Creekside, and within thirty (30) days of any change made thereto.

26. LOT LINES AND EASEMENTS

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

The lot lines originally established at the time Creekside was built will be the lot lines used for all purposes regarding the present and future installation of mobilehomes and other accessory structures, equipment, and improvements to the Space. The only exception will be where the originally established lot lines were subsequently modified by Owner or someone else who owned Creekside with the intention of deliberately altering such lot lines, and, in those cases, the subsequently modified lot lines will remain in effect. Management reserves the right to modify any lot line at any time provided that such modification does not violate any applicable law. If Homeowner or any prior Homeowner of the 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 management's opinion), that the area encroached on belonged to and is allowed to be used by that Homeowner, then the Homeowner 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.

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

27. HAZARDOUS MATERIALS

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

28. INJURY TO SPACE OR MOBILEHOME

Homeowner shall do nothing to injure, damage or wantonly destroy the Space, his or her mobilehome or any accessory structure or equipment located on his or her Space, or any property belonging to any other Homeowner or Owner.

29. INSURANCE AND LOSS

Owner does not carry public liability or property damage insurance. Homeowner shall, at all times, maintain in full force and effect a homeowners insurance policy for his or her mobilehome. The insurer shall be at least A- rated by A.M. Best Company. The homeowners insurance policy shall be a general liability coverage policy ("GLC"), with hazard insurance coverage, with insured limits of at least \$100,000. The policy shall name Owner and management as "additional interests" to the greatest extent reasonably obtainable in the marketplace, and in all events for notification purposes. Said policy shall include extended coverage for homeowners, fire, and other casualty insurance on the mobilehome, other improvements and contents to the full insurable value, and such other insurance as is necessary to protect Homeowner and his or her Additional Occupants and guests from loss or liability. Homeowner shall provide a copy of all insurance policies affecting the Space to Owner within ten (10) days of Owner's request therefor.

30. TRANSFER OF MOBILEHOME

- A. Notice of Sale or Transfer:** Owner must be given sixty (60) days' notice of the sale or transfer of any mobilehome that will remain in Creekside before the close of the sale or transfer.
- B. Application for Tenancy:** Prospective purchasers must complete an application for tenancy and be approved by management prior to completion of any sale of the mobilehome. Owner may impose a fee for a credit check in accordance with Civil Code Section 798.74.
- C. Removal of Mobilehome:** In the event of the sale of Homeowner's mobilehome to a third party, Owner reserves the right, in order to upgrade the quality of Creekside, to require that the mobilehome be removed from Creekside as set forth in Civil Code Section 798.73.
- D. Mobilehome Upgrades:** Owner may require repairs or improvements to the mobilehome, its accessory structures and/or equipment, if the repair or improvement is based upon or required by a local ordinance or state statute or regulation relating to mobilehomes, or a rule or regulation of Creekside that implements or enforces such an ordinance, statute or regulation, and if the repair or improvement relates to the exterior of the mobilehome or its accessory structures or equipment not owned and installed by management, except that Owner may require repairs or improvements to the Space or other property owned by Owner if the damage thereto was caused by the actions or negligence of Homeowner or his or her Additional Occupants or guests.
- E. Lease Agreement:** If a prospective purchaser fails to execute a Lease Agreement with Owner, the prospective purchaser shall have no rights of tenancy in Creekside.

31. AMENDMENT TO RULES AND REGULATIONS AND SEVERABILITY

Owner reserves the right to add to, delete and revise these Rules, as well as the additional rules and regulations and hours posted in and about the Recreational Facilities, from time to time, as provided in Civil Code Section 798.25. In keeping with Section 798.25, these Rules supersede all previous Rules.

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

32. SOLICITATION

Distribution of unsolicited newspapers or handbills, and unsolicited door-to-door selling of any item, is not permitted in Creekside. Political solicitation is permitted by law during reasonable hours. Salespeople must make appointments with Homeowners prior to entering Creekside. Business cards and flyers may be posted on the Creekside bulletin board with prior written approval from management.

33. NOTICES

Any notices to Homeowner regarding these Rules will be in writing and will be served pursuant to Civil Code Section 798.14 and/or Code of Civil Procedure Section 1162.

34. RESPONSIBILITY, LIABILITY AND REMEDIES

- A. No Waiver of Default:** Unless otherwise provided by the Mobilehome Residency Law, Owner shall notify Homeowner of any violation of these Rules by either hand delivering the notice to Homeowner or placing the notice in the United States mail. The failure by Owner to provide such notice shall not constitute a waiver of any of the rights and remedies afforded to Owner by applicable law or these Rules. Owner shall have the right at any time once a violation of these Rules occurs to provide such notice. Homeowner shall not rely upon Owner's failure to provide such notice in taking any action or refraining from taking any action.
- B. Remedies:** Owner's remedies in the event of a violation of these Rules shall include, but not be limited to, (1) terminating Homeowner's tenancy pursuant to Civil Code Section 798.56; and (2) obtaining an injunction enjoining the violation pursuant to Civil Code Section 798.88.
- C. Hold Harmless:** Except for gross negligence or willful misconduct on the part of Owner, Owner is not responsible for any loss of any nature suffered by Homeowner or his or her Additional Occupants or guests. Homeowner shall hold Owner harmless from any loss or liability arising out of or in connection with Homeowner's use of his or her mobilehome, Space or improvements, damage to others' property, or while using Creekside property, including any loss in connection with motor homes, travel trailers, boats or other property owned by Homeowner. Owner is not responsible and will be held harmless in connection with works of improvement on the Space or mobilehome by Homeowner, his or her agents or contractors, and any parties to such works of improvement. The failure of Owner to record or post a notice of non-responsibility shall not affect Owner's non-responsibility for such works of improvement.

35. ENTRY UPON HOMEOWNER'S SPACE

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

36. RIGHTS OF OWNER

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

37. FIXTURES

All landscaping, structures and other improvements permanently attached to or embedded in the ground in Creekside shall become a part of the realty upon their

installation and shall belong to Owner. Upon Homeowner vacating the Space, such landscaping, structures, and improvements shall remain upon and be surrendered with the Space. Owner may, however, at its sole option, permit or require Homeowner to remove, at Homeowner's own expense, said landscaping, structures and improvements. Homeowner shall repair any damage to the Space caused by the removal, including, but not limited to, the filling in and leveling of holes or depressions, and shall leave the Space in a neat and uncluttered condition with Creekside's original engineered grade intact.

38. PARAGRAPH HEADINGS

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

39. PAYMENT OF TAXES FOR HOMEOWNER'S PROPERTY

Homeowner shall pay, before delinquency, all taxes, assessments, license fees, registration fees and annual taxes, use taxes and other charges ("taxes") that are levied or assessed against Homeowner's mobilehome and personal property, and the improvements installed or located in or on the Space, the mobilehome and the accessory structures and equipment ("improvements"). Upon Owner's request, Homeowner will furnish satisfactory evidence of these payments. If the assessed value of Creekside, the Space and/or other improvements is increased by the inclusion of a value placed on Homeowner's improvements and Creekside pays the taxes on such improvements, or the taxes based on the increased assessed value of such improvements, Homeowner will, upon written notice from Owner, reimburse Creekside for the taxes so levied, or the proportion of the taxes resulting from the increased assessed value, ten (10) days after service of such written notice. Creekside will have the right to pay these taxes regardless of the validity of the levy or assessment. Homeowner may contest such tax that is levied or assessed against Homeowner's personal property and improvements. However, Homeowner remains obligated to pay such tax before delinquency.

40. RESERVATION OF FUTURE SURVEILLANCE FOR COMMON AREAS

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



EXHIBIT "1"

ARCHITECTURAL STANDARDS

- A. Prior Written Approval:** Homeowner may not install Homeowner's mobilehome or its accessory structures or equipment, make any alterations, improvements, additions or utility installations to, on or about the Space or mobilehome, install, remove or change any existing improvements, modify the drainage or landscaping on Homeowner's Space, or make any contract for such work, without prior written approval from management to ensure compliance with these Rules, Title 25 of the California Code of Regulations ("Title 25") and all other applicable laws.
- B. Proposal for Work, Alterations and Additions:** Prior to the commencement and contracting for work to be performed on the mobilehome, accessory structures or equipment, including the exterior of the mobilehome (including painting), Homeowner must: (1) submit to management a Space Improvement Approval Form; (2) submit to management a true and correct copy of a valid and current state contractor's license for the contractor performing the work; and (3) submit to management proof of liability and workers compensation insurance, as applicable, for the contractor performing the work.
- C. Timing of Installation and Completion of Improvements:** With the exception of the installation of the mobilehome, the installation of all required items, including, but not limited to, awnings, porches, carports, storage cabinets and landscaping, must be completed within sixty (60) days after installation of the mobilehome, unless Homeowner obtains prior written approval from management.
- D. General Standards:** Because of the wide variety of mobilehomes and other improvements, it is impossible to describe all improvements that are acceptable at Creekside. Consequently, park standards are listed only to assist Homeowner in preliminary planning. Homeowner is cautioned that there are Spaces in Creekside that do not conform to current park standards; therefore, do not assume that Homeowner's plans will be approved because they are similar to other Spaces.
- Homeowner must maintain the Space and other improvements in good condition and repair, including replacement of any items which are missing or damaged. Standards which were previously applicable to Homeowner's Space and other improvements will remain applicable until Homeowner replaces, modifies, improves, repairs, or replaces the mobilehome or improvement. At the time Homeowner constructs, remodels, or repairs the mobilehome or improvement, Homeowner is obligated to adhere to current park standards.
- E. Mobilehome Placement and Installation:** Homeowner's mobilehome must be placed as far as possible to the rear of the Space to allow for the maximum setback from the street, and as low as possible to the ground. Homeowner must install a water system pressure regulator on Homeowner's side of the utility system, and Homeowner must maintain the regulator. The mobilehome must be installed in such a way as to ensure proper grading and drainage, in keeping with applicable laws and the additional drainage and material wash-off restrictions imposed due to the presence of a protected creek/estuary on Creekside property. Homeowner must install gravel and/or a moisture barrier under the mobilehome, and the mobilehome may only be painted colors approved in advance and in writing by management.
- F. Steps/Decks/Landings/Porches/Ramps:** Steps, decks, landings, porches and/or

ramps with sturdy handrails are required for each exterior door of the mobilehome. All improvements must be in accordance with all laws and regulations, with building permits and management's prior written approval obtained for each project. Construction must be in a "workmanlike" manner that is aesthetically compatible with the mobilehome, and improvements must be constructed from materials that have been approved in advance and in writing by management. Walking surfaces shall be covered with stained hardwood, redwood, composite decking, indoor/outdoor carpeting, or other materials approved in advance and in writing by management. No animal enclosures, accordion-type folding gates, wire screens or mesh are permitted on steps or decks, and lattice on porches and carports is not permitted. Each mobilehome, where possible, will be required to have two (2) (front and rear) doors with landings and approved railings around any porches, platforms, or stairs more than thirty (30) inches high.

G. Skirting: Skirting is required and must be constructed of the same material as the exterior siding of the mobilehome, or another park-approved material. Skirting shall securely surround the entire mobilehome to prevent animals from entering while allowing adequate cross ventilation. Any damaged skirting must be repaired within seven (7) days upon receipt of notice from management. If a skirting material is no longer available, Homeowner must submit to management, in writing, a Space Improvement Approval Form to obtain approval for installation of another material.

H. Rain Gutters and Downspouts: All mobilehomes must be fitted with rain gutters and downspouts which extend to the ground and drain water to the street.

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

I. Storage Cabinets: A storage cabinet may be located on the Space, so long as: (1) the required exits and openings for light and ventilation of the mobilehome, cabana or building component are not obstructed; (2) the location does not prevent service or inspection of the mobilehome or Space's equipment or utility connections; (3) the separation requirements from structures on adjacent Spaces is maintained; and (4) the storage cabinet is located on the rear half of the Space, with exceptions for unique Space limitations.

Storage cabinets must not exceed ten feet (10') in height from the foundation to the highest peak. The total, combined floor area of all storage cabinets on a Space shall not exceed one hundred twenty (120) square feet. Homeowner may have a maximum of two (2) storage cabinets on a Space. Any utilities installed must have appropriate

building permits. Shingle roofs, hardboard siding and colors shall be compatible with the appearance of the mobilehome.

- K. Cabana:** One (1) cabana, as defined in Title 25, is permitted to be placed on certain Spaces only, and will be approved on a case-by-case basis, in the sole discretion of management. All applicable permits must be obtained in advance. The cabana must be designed and constructed as a freestanding structure and must comply with all local and state rules and regulations, including, but not limited to, Title 25.
- L. Ramada:** One (1) ramada, as defined in Title 25, is permitted to be placed on certain Spaces only, and will be approved on a case-by-case basis, in the sole discretion of management. All applicable permits must be obtained in advance. The ramada must be designed and constructed as a freestanding, self-supporting structure meeting the structural requirements of Title 25. A ramada shall not be enclosed or partially enclosed on any side or end, except that the sides may be enclosed when the ramada roof is continuous with the roof of a cabana constructed on the sides of the mobilehome. All local and state rules and regulations, including, but not limited to, Title 25, must be complied with.
- M. Awning Enclosures:** Awning enclosures may be placed on certain Spaces only and will be approved on a case-by-case basis, in the sole discretion of management. All applicable permits must be obtained in advance. Homeowner must obtain prior written approval from management prior to commencing construction of any awning enclosure. Awning enclosures shall be manufactured, engineered units that are aesthetically compatible with the appearance of the mobilehome and are constructed of aluminum and professionally installed with valid building permits. A minimum of fifty percent (50%) of the wall area of the enclosure shall be "open" and may be screened or enclosed with glass or "glassine"-type plastic windows. All awning enclosures shall comply with Title 25. The construction requirements for room/awning enclosures are contained in the California Building Code, Chapter 31, Title 24 of the California Code of Regulations, as that chapter may be revised from time to time.
- N. Utility Connections:** Homeowner's connections to Creekside's utility distribution system are the responsibility of Homeowner's licensed contractor.
- O. Electrical Service:** The electrical service pedestals in Creekside are equipped for standard 60-cycle, 50 ampere, 120/240-volt service. Homeowner warrants that his or her mobilehome, equipment and appliances are compatible with Creekside's electrical system and do not exceed the foregoing rating. If Homeowner's mobilehome, equipment and/or appliances are not compatible with Creekside's electrical system, Homeowner agrees, at his or her expense, to perform the alterations necessary to make them compatible. Due to the potential for overloading Creekside's electrical system, Homeowner must obtain prior written approval from management before installing electrically operated appliances such as central air conditioners, electric clothes dryers, heat pumps, electric water heaters, electric ovens, and stoves, charging stations and other electrical units. Homeowner shall not connect, disconnect, or modify any utility located anywhere in Creekside.

Homeowner agrees not to install electrical appliances that will use energy in excess of the engineered maximum capacity for Homeowner's mobilehome. Homeowner shall

not add breakers to Creekside's service pedestals to increase their amperage. Homeowner also agrees to forbear from consuming such electrical current, whether more or less than the foregoing rating, as may cause any service disruption, in order to protect against damage to Creekside's property and other Homeowners' property.

Homeowner releases and discharges Owner from all liability and will hold Owner harmless from any and all injuries and damages, arising out of any incompatibility between Homeowner's mobilehome, equipment and/or appliances and Creekside's electrical system. Homeowner further releases and discharges Owner from all liability and will hold Owner harmless from any and all injuries and damages, arising out of Homeowner's use of Creekside's electrical system. This release is not intended to release gross negligence or willful misconduct of Owner, but to release Owner from injuries and damages to the fullest extent allowed by law.

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

P. Air Conditioning: Connecting/installing any air conditioning unit directly to Creekside's utility system is prohibited. All air conditioning units must connected/installed to Homeowner's side of the utility system and must receive written approval from management before they are connected/installed to ensure that they are compatible with Creekside's utility system.

Air conditioning condensation water must be piped away from any structure and must not be allowed to accumulate. No window air conditioning units or evaporative swamp coolers are permitted. Any installation pertaining to a heating and/or cooling system must be performed by a licensed contractor and Homeowner must obtain any permits required for such installation. All outside electrical wiring, if any, must comply with state codes and regulations and must be of weatherproof material.

Q. Solar: Installation of solar photovoltaic systems on the mobilehome is permitted, subject to the following requirements: (1) all installations must be performed by a solar company licensed by the Contractors State License Board; (2) all permits, including any required by the California Department of Housing and Community Development, must first be obtained; (3) all installations must comply with local and state building codes and regulations; (4) the structural integrity of the mobilehome, including, but not limited to, the roof joists, must conform with all local and state codes and regulations related to load, including dead load, requirements for supporting solar panels; (5) all installations must have interconnection approval by the local utility company; (6) installations must not violate any interconnection agreement that Creekside has with local utility companies; and (7) Homeowner must enter into an interconnection agreement with Creekside, for which Creekside may charge a reasonable fee.

R. Fencing: Homeowner must obtain prior written approval from management before erecting any fence on Homeowner's Space. All fences must be of solid board-to-board configuration, and, if painted or stained, must match Homeowner's mobilehome. No fence may exceed six feet (6') in height and fences are only permitted on the rear half of

the Space, with exceptions for unique Space limitations. Fencing between Homeowner's mobilehome and the street is permitted only on certain Spaces, will be approved on a case-by-case basis, in the sole discretion of management, and must not exceed thirty-six (36) inches in height. Any fence must be placed inside of Homeowner's lot line and must not infringe on any adjacent Space or Common Area.

S. Satellite Television System: For so long as is feasible, a satellite television system will be available to Homeowners at an additional charge. Connection to the system must be made by park personnel or agents, and any Homeowner or Homeowner's agent who performs unauthorized work on the system will be held responsible for any damage thereto.

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

Any antenna that is designed to receive video programming services via broadband radio service (wireless cable), or to receive or transmit fixed wireless signals other than via satellite, must be one (1) meter or less in diameter.

Antennas used for AM/FM radio, HAM radio, CB radio, digital audio radio services, or antennas used as part of a hub to relay signals among multiple locations, are prohibited. Homeowner shall be responsible for all costs associated with any reception device that he or she installs, including, but not limited to, all costs to (i) repair, maintain, relocate and remove any such reception device; (ii) repair damage to other property caused by the installation, maintenance or use, or any person injured by the installation, maintenance or use, of any such reception device, (iii) pay medical expenses incurred by the installation, maintenance or use of any such reception device; and (iv) reimburse and hold Owner harmless for all damage caused by the installation, maintenance and use of any such reception device.

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

U. Spas, Hot Tubs and Pools: Installation of any spa, hot tub, pool, or accessory structure requires prior written approval from management and submission of the manufacturer's specifications for electrical or utility requirements. Spas, hot tubs, and pools requiring anything other than connection to a 110-volt outlet on the mobilehome

are not permitted. Building permits are required with the utility connections completed by a licensed electrical contractor. Spas, hot tubs, and pools must be located in an inconspicuous area not visible from Creekside's streets, subject to approval by management, and shall be covered and locked when not occupied. Strict Health Department water quality standards shall be followed at all times.

V. Structure Limitations: Only manufactured accessory structures and equipment installed by licensed contractors are permitted. No "homemade" structure or equipment is permitted. This includes, but is not limited to, storage cabinets, room additions and the like. For the safety of Homeowner and Creekside, Creekside retains the right to impose additional requirements on Spaces in unique locations, such as hillsides or terraced or corner Spaces.

W. Earthquake Systems: Creekside strongly suggests that a California-approved earthquake bracing/tie down system be installed under Homeowner's mobilehome. If Homeowner installs a mobilehome with an earthquake bracing system, such system must be installed in compliance with the Health and Safety Code and Title 25, and any required permit must be obtained in advance.

X. Water Softeners: Water softeners that discharge salt-water brine into Creekside's sewer system are not permitted. Whole house water filters/conditioners are permitted so long as they do not require a modification to Creekside's utility pedestal. In the latter case, approval from management, in advance and in writing, and a permit, are required before installation.

Y. Damage to Common Areas Caused by Homeowner: Any damage to Common Areas, or the property of others, caused by Homeowner shall be Homeowner's financial responsibility.

Z. Digging or Driving Rods/Stakes: Due to the presence of underground utilities, Homeowner is required to receive prior written approval from management before digging or driving rods or stakes into the ground.

AA. Accessory Equipment and Appliances: Prior to commencing installation or changing exterior accessory equipment, or installation or changing any appliance connected or to be connected to the electric, gas or water supply, Homeowner shall submit for Creekside's approval a written plan describing in detail the accessory equipment or appliance which Homeowner proposes to install or change.

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

If Homeowner changes existing accessory equipment or an appliance, the standards for incoming mobilehomes must be met, and all work shall be completed within sixty (60) days of approval. Homeowner is cautioned that there are mobilehomes and Spaces in Creekside which contain accessory equipment and appliances which no longer conform to current park standards. Therefore, Homeowner may not assume that his or her plans will be approved because they conform to accessory equipment or appliances existing in or on other mobilehomes or Spaces.

Owner may, in its sole discretion, publish new park standards for, without limitation,

awnings, steps, porches, landscaping and other accessories at any time that it, in its sole discretion, determines would be in the best interest of Creekside and Homeowner. It is Homeowner's responsibility to verify that Homeowner's contractors are licensed, insured, and bonded, and Creekside has no liability if such persons are not licensed or adequately insured or bonded. Homeowner shall not suffer or permit to be enforced against Owner's title to Creekside, or any part thereof, any lien, claim or demand arising out of any work of construction, repair, restoration or maintenance of the Space or Homeowner's mobilehome. Should any such lien, claim or demand be filed, Homeowner shall cause it to be immediately removed.

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

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

AC. Contractors Performing Work: Only licensed contractors may spray paint in Creekside or install items required to be connected to the electric, gas or water supply. Each contractor performing work in Creekside must be registered with management and must be licensed and adequately insured. It is Homeowner's responsibility to ensure that anyone performing work at his or her Space has proper authorization from management prior to soliciting a bid or commencing work. Creekside assumes no liability, express or implied, for the quality of work performed by contractors hired by Homeowner or for any damages sustained as a result thereof. All work, improvements and repairs that require a permit must be performed by a licensed contractor or by an owner-builder qualified as such under California law. Only licensed contractors having adequate insurance, and, if applicable, workers compensation insurance, are permitted to work in Creekside. Creekside may require contractors to provide proof of licensure and insurance in advance of performing any work.

AD. Liens and Claims: Homeowner shall not allow any lien, e.g., mechanic's lien, materials lien, *lis pendens*, etc., claim, demand or other claim arising out of any work of construction, repair, restoration, maintenance, or removal performed on or regarding the mobilehome or Space, to be enforced against Owner and/or recorded against Creekside property, and Homeowner will pay all liens, claims and demands before any action is brought to enforce them. Homeowner shall immediately take all possible action to protect Owner's interests at all times. Homeowner shall hold Owner free and harmless from all liability for any and all such liens, claims or demands, together with all costs and expenses, including, but not limited to, attorney's fees and court costs incurred by Owner in connection therewith. If any such lien, claim or demand is asserted, Owner may require Homeowner to discharge it within thirty (30) days by payment, deposit, or bond. If Homeowner fails to do so, in addition to any other rights or remedies Owner may have, Owner may procure the discharging of the lien, claim or

demand by paying the amount claimed to be due by deposit with the court or bonding. Any amount Owner pays or deposits, plus all other costs and expenses incurred, including reasonable attorney's fees and costs in defending any such action or procuring the discharge of the lien, claim or demand, shall be payable by Homeowner as additional monthly rent on the first of the next calendar month, together with rent, after written notice to Homeowner on the preceding monthly billing.

AE. Hours of Work: The noise ordinance for the City of San Luis Obispo is in effect twenty-four (24) hours a day, seven (7) days a week. It is a violation to make or allow noise between 7:00 am and 10:00 pm that can be heard fifty (50) feet from your lot line. Between 10:00 pm and 7:00 am, it is a violation to make or allow noise that can be heard across your lot line. No work, including the delivery of materials or other things which might cause noise or other disturbances, may begin before 7:00 a.m. All work, including the removal of equipment, materials and other things which might cause noise or other disturbances, must cease by 6:00 p.m.

AF. Exterior Lighting: Any exterior lighting must be of a type and placed so as not to be objectionable or a nuisance to other Homeowners or to constitute a traffic hazard. Exterior lighting is recommended by management within these guidelines. Management reserves the right to reasonably determine whether exterior lighting is objectionable or a nuisance to other Homeowners.

AG. Utility Easements: No structure, planting or other material will be permitted that may damage or interfere with the installation or maintenance of utilities, or which may change the direction or flow of the drainage channels in any utility easement.

AH. Mobilehome Exterior Colors: Only neutral colors shall be permitted as exterior paint for mobilehomes. All Homeowners must obtain written approval of colors, both body and trim, from management prior to the commencement of painting the exteriors of their mobilehomes.

AI. Homeowner Obligations: Homeowner shall indemnify and hold Owner harmless from any and all liabilities related to or arising out of the work contemplated by these Rules, including, but not limited to: (1) personal injuries suffered by any party related to or arising out of the performance of such work; and (2) property damage suffered against the property of Creekside, any other Homeowner, or any third party related to or arising out of the performance of such work.

AI. Inspections: Owner is not responsible to inspect and approve any work performed by Homeowner or for Homeowner by others, including, but not limited to, installation of the mobilehome, driveway, walkways, fences or any other equipment or improvement of any type. To the extent that Owner may require work to be performed and may inspect or approve such work, it is for Owner's own purpose only and Homeowner is not entitled to rely on that inspection or approval to ensure that the work has been performed correctly. Instead, Homeowner is responsible for all required inspections and approvals, and Homeowner agrees to indemnify and hold Owner harmless for any work which is improperly performed.