PARK AVALON MOBILE ESTATES

RULES AND REGULATIONS

THIS COMPANY CONDUCTS BUSINESS IN ACCORDANCE WITH ALL FEDERAL, STATE AND LOCAL FAIR HOUSING LAWS. IT IS OUR POLICY TO PROVIDE HOUSING TO ALL PERSONS REGARDLESS OF RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN OR HANDICAP.

This Community is Private Property and is Open and Available only for lawful Residents, Sharers, their Guests and personally invited invitees of Residents and Sharers. The general public is not permitted unless they are an individual invitee of a Resident or Sharer or their family members.

The following Rules and Regulations of Park Avalon Mobile Estates (the "**Park**") are intended to protect the comfort, health, happiness and investment of each mobilehome owner and resident (each, a "**Resident**") and the park owner (the "**Owner**"), and to preserve the community character of the Park. Please read these Rules and Regulations carefully and keep them on file, as they constitute a binding agreement between you and the Owner. These Rules and Regulations may be changed from time to time at the sole discretion of the Owner and in accordance with the laws of the State of California. The Owner is represented by the park management (the "**Management**"), who has the authority to enforce these Rules and Regulations on behalf of the Owner.

1. DEFINITIONS

a. Approval, or other similar terms mean you must obtain our prior written approval before you may do something. We have the right to give or reasonably withhold our approval at our sole option in compliance with law.

b. Community means the Park.

c. Community Facilities, Recreational Facilities, Common Areas or other similar terms represent those facilities and areas of the Community that are generally open for use by Homeowners, Residents, Sharers, Guests and their visitors as a revocable right.

d. Guest includes anyone staying with you who has not been approved by us for a tenancy and does not have the right to occupy your home on an ongoing basis as a member of your household. Unless noted to the contrary, "Guests," also includes your agents, employees, persons living with you as allowed by the civil code, invitees, pemittees, licensees or other persons in our

Community at your invitation, request or tolerance. (798.34). A Guest may also be eligible to be a Sharer.

e. Homeowner, Resident, You, Your and other similar terms define an individual we have approved for tenancy in this Community, under a valid rental or lease agreement or who we have approved lawfully to occupy a home with a Homeowner as a member of their household.

f. Management: the Owner's agent and representative, responsible for day-to-day running of the Park among other things

g. Manufactured Home, Mobilehome or other similar terms represent the home you lawfully occupy in this Community.

h. Mobilehome Residency Law represents the most current version of the California Civil Code, Sections 798 and subsequent.

i. Owner: the Park owner

j. Park: Park Avalon Mobile Estates

k. Pet: domesticated cat or dog

l. Resident: mobilehome owner and other occupant family members

m. Sharer: an occupant of a mobilehome that is not the Homeowner or family and lacks any rights of tenancy

n. Space, Homesite, Lot or other similar terms denote the home site you are renting or leasing from us for your Manufactured Home.

o. Us or We: the Owner or Management

p. Visitor: a visitor to the Park, that is not an occupant of any Park home, is not Sharer and not a Guest. Visitors lack any rights of tenancy and are present in the Park at the invitation of and responsibility of a Resident or Sharer.

2. <u>RESIDENT REQUIREMENTS, GUESTS AND SHARERS</u>

a. The Park is an all-age community with no minimum age requirements for Residents, Sharers and Guests. Residents are required to acquaint all Sharers, Guests and visitors with these Rules and Regulations. Each Resident is personally responsible for all actions and conduct of their Sharers, Guests and visitors, and to this end is liable for any damages to any property within the Park caused or contributed to by their Sharers, Guests and visitors.

b. Occupancy of a mobilehome is limited to the Homeowner and such owner's spouse, parents, children, and grandchildren under eighteen (18) years of

age. Homeowner and other occupant family members shall be considered a "Resident" of the Park. No other person shall be considered a "Resident" of the Park. The number of Residents of a mobilehome shall be limited to two (2) persons per bedroom, plus one (1) additional occupant. For example, if a mobilehome has two (2) bedrooms, there shall be no more than five (5) total Residents. A bedroom is defined as a living space that is designed for sleeping and has closet space, but does not have plumbing. No other permanent residents shall be allowed.

c. Any Guest residing in a mobilehome for more than twenty (20) consecutive days or a total of thirty (30) days in a calendar year (the "grace period") must be registered at the Park office and approved by Management, and must complete the appropriate application and sign a copy of these Rules and Regulations. The Homeowner will also be charged a Guest fee for each month following expiration of the grace period, unless the Guest is an immediate family member of the homeowner or if the Guest is sharing the mobilehome as permitted below.

d. Notwithstanding the foregoing, a Resident who lives alone and desires to share their mobilehome may do so with no extra charge from the Park. This person shall be considered a "Sharer" and shall not change the terms of the Residency Agreement. Management must approve any "Sharer" prior to such person's occupancy, and the potential Sharer will be required to be interviewed, complete an "Application for Approval" and sign a copy of these Rules and Regulations. In addition, California Mobilehome Residency Law, Section 798.34 states that a live-in healthcare provider pursuant to a written treatment plan prepared by the Homeowner's physician is permitted to reside in your home while the person receiving the medically necessary care resides in their home on a full time basis. Healthcare providers will not have any rights of tenancy and will also be required to register with the Community as a Sharer. They will also be required to read and sign all documents that are applicable to this medical relationship. All Sharers will not have any rights of tenancy and will be required to register with the Community. We also require that all Sharers read and sign the Rules and Regulations and all other applicable documents.

e. In cases where a Homeowner would like a live-in healthcare provider (pursuant to Section 798.34 as described above) and already lives with a Sharer, such owner Resident may live with two Sharers (the pre-existing Sharer and the new Sharer healthcare provider).

f. Residents, Sharers, Guests and Visitors use Park recreational facilities at their own risk. Management reserves the right to refuse any Guest or Visitor access to such facilities if the Guest's presence or Visitor's presence would reasonably detract from the use and enjoyment of such facilities by other Residents, Sharers and Guests then using the facilities. Guests and Visitors may not use any Community facilities without being accompanied by the host Resident or Sharer.

3. RENTING AND USE OF MOBILEHOME

a. The right of Residents, Sharers, Guests and Visitors to use the homesite and the Park facilities is conditioned upon full compliance with these Rules and Regulations. The enforcement of these Rules and Regulations by Management is a private matter, and no Resident, Sharer, Guest or Visitor shall have the ability to privately enforce, or cause Management or Owner to enforce, these Rules and Regulations against another Resident, Sharer, Guest or Visitor.

b. No re-renting or subleasing of a mobilehome by its owner is permitted, except as expressly provided by Section 798.23.5 of the California Civil Code (any permitted sublease entered into in accordance with such provisions of the California Civil Code shall be subject to such additional reasonable requirements as may be determined by Management). A written agreement must be entered into between the Homeowner and the sublessee, and a copy of the sublease rental agreement must be provided to Management. Without limitation on other Management requirements, Management may require approval of a prospective renter or sublessee and may charge a prospective sublessee a credit screening fee. The renter or sublessee shall comply with all rules and regulations of the Park. Any proposed re-renting or subleasing or any other occupancy by others are subject to applicable laws, including without limitation the California Civil Code, Mobilehome Residency Law, Article 7, Section 798.23.5. Such prospective renters or sublessees must agree to these Rules and Regulations and must complete the appropriate application documents as provided by Management.

c. Residents are prohibited from permitting others to use their mobilehomes in their absence without prior written approval of Management. A Sharer may not occupy a mobilehome alone, or rent or sublease from a Resident or Homeowner without prior written Management approval. Any attempted re-renting or subleasing shall be null and void if it is without Management approval or is not compliant with applicable laws. The failure of a renter or sublessee to comply with these Rules and Regulations, or any requirements established pursuant hereto, may result in the termination of the Homeowner's tenancy in the Park.

d. Vacation and hotel rentals are prohibited, including VRBO, CouchSurfing and Airbnb.

4. LATE CHARGES AND INSUFFICIENT FUNDS CHECKS; ADMINISTRATIVE FEES AND CHARGES; DEPOSITS

a. Unless otherwise specified in your rental agreement, rent is due and payable in advance on the first (lst) day of each month. If any payment that is due is not received by close of business on the sixth (6th) day from when it is due, the total payment due will be increased by twenty dollars ($25.00) or by five percent (5%), whichever is greater. A five dollar ($5) processing fee will be

charged for payments delivered that are not delivered in the amount due on the rent statement. A forty dollar ($40) fee will be charged for checks returned by the bank for any reason.

b. To the extent permitted by law, Management reserves the right to charge reasonable administrative fees for the consideration of matters requiring Management approval and for Management actions in other circumstances, as reasonably established by Management from time to time.

c. Management reserves the right to collect from Residents a separate and additional amount as a damage deposit, in the amount of the greater of five hundred dollars, two times the amount of the initial monthly rent, or such other amount permitted from time to time under the California Civil Code, Mobilehome Residency Law, to secure for Management the costs of damage or debris left upon the Resident's later move out from the Park.

5. SELLING MOBILEHOMES IN PARK

a. Unless otherwise specified in your rental agreement, owners of mobilehomes may not sell their mobilehomes nor transfer title without Management's prior written approval for their mobilehome to be sold in place. Owners must also secure Management's prior written approval of the prospective buyer. Prospective buyers must register at the Park office and have Management approval prior to close of escrow and possession of the mobilehome. Corporate ownership of mobilehomes is not permitted.

b. Management reserves the right to require that any mobilehome, when sold, be removed from the Park, based upon such factors as the mobilehome's age, compliance with law, and condition of repair or disrepair, all in accordance with the terms of California Civil Code, Mobilehome Residency Law, Article 7, Section 798.73.

c. Open houses supervised by homeowners or their sales agents are allowed only with Management's prior approval. Management must be copied on notices of the proposed open house given to the homeowner's immediate neighbors when approval is requested. Management reserves the right to limit the number of open houses in progress at any time and to restrict open houses to specific days of the week. Any open house causing traffic congestion or parking problems will be closed immediately. All signs, flags, or other decorations related to an open house must be taken down immediately upon the close of the open house.

d. Owners must provide Management with a copy of current Title and Registration at time of sale.

e. Within 90 days of transfer, buyer must provide a copy of new Title and Registration to Management.

6. SIGNS

a. Should an owner, in good faith, desire to sell the mobilehome, such owner may, during the period of time that the mobilehome is offered for sale and prior to actual sale, place a sign notifying the public that his mobilehome is for sale. The sign shall not exceed 24" X 36" in size, and shall be displayed in a neat and secure manner. Consistent with California Civil Code Provision, Mobilehome Residency Law, Article 7, Section 798.70, no handwritten signs will be allowed and no prices are to be displayed on the sign. The sign is to be placed on the street side of home, as close to home as possible on a stake or on the home itself, and there shall be no more than one sign per home.

b. No other signs are permitted, including yard and garage sale signs.

7. MOBILEHOMES MOVED INTO PARK

a. Prior Approval. Prior to installing any home, accessory structure or other development, you must submit for Management's approval a written plan with drawings to scale, detailing what you propose to construct. Any items installed without Management's written approval must be removed within 10 days of notice from us.

b. Completion. The installation of all required items must be completed within 60 days after you have signed and completed your rental documents establishing your tenancy. With certain extenuating circumstances and Management's written approval, this 60-day time period may be extended to a reasonable period as determined by Management and the circumstances leading to the possible delay.

c. General Standards. Because of the wide variety of homes and other improvements, it is impossible to describe all improvements that are acceptable in this Community. Consequently, our standards are listed only to assist you in preliminary planning. You are cautioned that there are homesites in this Community that may not conform to our present standards, therefore, do not assume your plans will be approved because they are similar to other existing spaces.

d. Compliance with Laws. Building permits are required before most improvements may be constructed. Consult with the appropriate governmental agency or Community Management for assistance in determining which improvements are in need of permits and approvals.

e. General Standards. You must maintain your home and other improvements in good condition and repair, including replacement of any items, which are missing or damaged. Standards which were previously applicable to your home and other improvements, will remain applicable until you replace, modify, improve, repair or replace the home or improvement. At the time you

construct, remodel, or repair, you are obligated to adhere to the current Community standards.

f. Plot Plan. A plot plan drawn to scale, must be submitted for our written approval and it must show the following: (i) dimensions of the home, (ii) exact placement of the mobilehome on the lot, (iii) exact measurements to lot lines and structures, (iv) actual placement of all other structures and landscaping design.

g. Homes. All homes arriving in the Community for the first time are required to have their space selection and lot placement approved by Management. All homes must be no more than 10 years old and in very good condition; with Masonite or hardboard siding and composition shingle roofs, be a minimum of 24 feet by 40 feet, as the lot permits. All homes shall have hitches and tongues removed when the home is installed. Lots and home sizes must comply with applicable law.

h. Electric Demand. The home and its accessory equipment must not require more electrical demand than is available at the lot. No additional utility connections may be added to the pedestal without prior written permission from Management.

i. Utility Connections. Your home's utility connection to the Community's utility distribution system is the responsibility of your licensed contractor.

8. MOBILEHOME LICENSE AND COMPLIANCE

a. Each mobilehome must bear a current annual license and decal issued by the appropriate agency of the State of California, and a copy of the current registration card issued by the State of California must be provided to Management.

b. Each Resident shall be responsible for maintaining compliance with all applicable state and local laws for the mobilehome and accessory buildings.

c. Each Resident is responsible for carrying insurance on the mobilehome and mobilehome site.

9. INSURANCE

a. Any action by any person of any nature that may be dangerous or create liability for personal injury that places the Park or a fellow Resident, Sharer, Guest or Visitor at risk is not permitted. Residents are responsible for the financial liabilities created by their Sharers, Guests and Visitors to the Park.

b. Each Homeowner is recommended to have in full force a liability premise insurance policy. Management and the Park should be named as additional insureds.

c. We strongly suggest that you consider the services of a professional insurance agent or broker for extended insurance coverage for losses due to fire, floods, earthquakes and other casualties.

10. LIABILITY FOR DAMAGE

a. Each Resident agrees that all personal property including mobilehomes placed on site shall be at such Resident's risk and neither Management nor the Owner shall incur any liability for loss or injury with respect thereto or with or with respect to any property or person due to causes including, but not limited to, theft, intrusion, fire, explosion, flood, smoke, water escape, changes in level of underground water table, windstorm, hail, lightning, freeze, aircraft, vehicles (other than those operated by and for the Park), earthquake, mudslide, and insect or rodent damage of any nature whatsoever.

b. Each Resident further agrees to hold the Owner and Management harmless from any liability arising from injury to person or property caused by any act or omission of the Resident, his or her Guests, Visitors, family, licensees, or invitees.

11. ADDITIONAL INSTALLATIONS AND BUILDING PERMITS

a. Any new installation or modification of exterior accessory buildings or equipment, any appliance that is to be connected to the gas, electric or water supply, and/or a homesite, including exterior painting, roofing, gutters, fences, landscaping, exterior lighting, must receive written approval of Management prior to applying for a building permit and/or commencing work. Homeowner shall submit for Management approval a written plan describing in detail the installations or modifications that the Homeowner is proposing. Any installations and/or changes must meet the standards for incoming mobilehomes and be completed within sixty (60) days of Management approval. Rooftop deck additions are prohibited. To save added expense and inconvenience, always check with Management first when planning any exterior changes to your mobilehome or homesite.

b. Prior to commencing any approved installation, construction or modification, the Resident must secure all necessary building permits, and all work must comply with all state and any applicable local building codes.

c. Easements for the installation and maintenance of utilities and drainage facilities have been reserved throughout the Park. Within these easements no structure, planting or other material will be permitted that may damage or interfere with the installation and maintenance of utilities, or which

may change the direction or flow for drainage channels in the easements. Utility pedestals (water and utility hookups) located on the homesite must be accessible at all times. If one of the Park's water shut-off valves is located on a Resident's homesite, it must be kept uncovered and accessible at all times. In no event shall any Resident tamper in any way or manner with any utility meter located in the Park.

d. If the Homeowner renovates or replaces any accessory equipment or structure not in compliance with the Park's residency documents, including these Rules and Regulations, the renovated or replaced accessory equipment or structure must be in compliance with the Park's residency documents, including these Rules and Regulations.

e. Upon the sale of a mobilehome, the Homeowner shall remove any accessory equipment or structure not in compliance with the Park's residency documents, including these Rules and Regulations.

f. The Homeowner shall remove any accessory equipment or structure not in compliance with the Park's residency documents, including these Rules and Regulations, within ten (10) days of receipt of written notice.

HAZARDOUS MATERIALS

g. Anything that creates a threat to health and safety shall not be permitted on the homesite.

h. No flammable, combustible, explosive or toxic fluid, material, chemical or substance, including, without limitation, paint, motor oil and other vehicle fluids, herbicides, insecticides, poisons, chemicals or other toxic materials (each a "hazardous substance") may be stored on the homesite, except those customarily used for normal household purposes (and then only in quantities reasonably necessary for normal household purposes and properly stored within the mobilehome or storage building).

i. Hazardous substances shall not be disposed of under or about a Resident's homesite, other homesites in the Park, the Park's common areas or any other area of the Park (including, without limitation, the sewer or other drainage system, or the street gutters).

j. In the event a Resident stores or disposes hazardous substances anywhere in the Park, the Resident shall immediately and appropriately remove the hazardous substances at the Resident's own cost and expense and in compliance with all applicable laws and regulations. If the Resident fails to do so within fourteen (14) days of written notice from Management, the actual cost of such removal shall be immediately due and payable by such Resident to Owner. Each Resident shall indemnify, protect and hold the Park harmless from any loss, liability, damage or expense, including, without limitation, reasonable attorneys' fees, which Park may incur or suffer by reason of (whether directly or indirectly),

the storage or disposal by Resident of any hazardous substances anywhere in the Park.

k. In addition to other remedies allowed by law, you will indemnify and hold the Owner and Management harmless for any such environmentally hazardous activity engaged in by you including any compensatory damages, statutory damages, punitive damages or attorneys' fees sustained by the Owner as a result of your activity or for which you are responsible. You will also be required to reimburse the Owner for any actual attorneys' fees, litigation expenses and costs incurred in defending any action against the Community as a result of any environmentally hazardous activity taken by you in the Community.

12. STANDARDS FOR ACCESSORY EQUIPMENT AND STRUCTURES

a. THE PARK HAS A LIMITED ELECTRICAL AMPERAGE CAPACITY. THEREFORE, EACH HOMEOWNER IS RESPONSIBLE FOR ENSURING THAT HIS OR HER MOBILEHOME AND APPLIANCES ARE COMPATIBLE WITH THE PARK'S ELECTRICAL SYSTEM. TO ENSURE ACCEPTABLE LOADS TO THE ELECTRICAL SYSTEM, A HOMEOWNER'S APPLICATION FOR APPROVAL FOR AIR CONDITIONERS MAY BE DENIED. MANAGEMENT MAY REQUIRE REMOVAL OF ANY APPLIANCES (INCLUDING, WITHOUT LIMITATION, AIR CONDITIONERS) THAT, IN MANAGEMENT'S REASONABLE DISCRETION, ADVERSELY IMPACT THE PARK'S UTILITY SYSTEMS.

b. Air Conditioning. Management must approve any new or added air conditioning unit. Any air conditioner installed in a mobilehome must be in good operating condition and must not produce excessive noise that could disturb any other Resident or Sharer. Condensation accumulation from any air conditioner must be piped away from the mobilehome and not be allowed to collect on the ground beneath the mobilehome. Window type room air conditioners or evaporative swamp coolers will be permitted only by written approval of Management.

c. Steps, Decks and Ramps. Steps, decks, landings, porches or ramps with sturdy handrails are required for each exterior door of the home. All improvements must be in accordance with all laws and regulations with building permits and Management's approval obtained for each project. Construction must be in a workman like manner that is aesthetically compatible with the home and be constructed out of aluminum or any preapproved material by Management. Walking surfaces shall be covered with carpeting or any preapproved material by Management. No animal enclosures, accordion type folding gates, wire screens or mesh is permitted at steps or on decks, porches, etc.

d. Skirting. Is required and must be constructed of the same material as the exterior siding of the home. Skirting shall securely surround the entire

home to prevent animals from entering, with adequate cross ventilation provided. Any damaged skirting must be repaired within seven (7) days.

e. Carports and Awnings. Carport and patio awnings are required and must be a minimum of 10 feet wide by 40 long, with exceptions for unique lot limitations. Awnings must be flush with the front edge of the home eave line, with wood type fascia installed along the front edge of the awning, wrapping around the side edge for five (5) feet. Awning columns and downspouts must be manufactured and vertically plumb, specifically engineered for local weather conditions. Runoff water shall be directed into the roadway gutters. Structurally damaged awning columns shall be repaired immediately. Individual awnings may be installed over windows if the awnings are aesthetically compatible with the home and its other awnings. No canvas, cloth, screen or roll-up type units are permitted. Fiberglass or bamboo roll-up type shades are not permitted outside the home or accessory structure.

f. Storage Buildings. A maximum of one 100 square foot building or two buildings not to exceed a total of 100 square feet is permitted provided there is sufficient room on the lot. Building must not exceed eight feet in height from the foundation to the highest peak. Any utilities installed must have appropriate building permits with copies also provided to Management. All new storage buildings must have their siding constructed of the same material as the home or other preapproved material by Management. Shingle roofs, hardboard siding and colors shall be compatible with the appearance of the home. No electrical or gas appliances are allowed to be used inside a Storage Building.

g. Outside Unit Appliances and Grills. No electrical or gas appliances are allowed outside the unit without written approval from Management. For example, washing machines, dryers, refrigerators, freezers, water coolers, sinks, water softeners, and other appliances are permitted only inside the mobilehome. Each unit is allowed one well-maintained propane grill outside in a well-ventilated area that does not pose a danger to life or property. The use of any type of fire pit is strictly prohibited.

h. Storage of anything beneath, behind or outside of the mobilehome is prohibited, except in approved storage cabinets. This prohibition includes, without limitation, boxes, trunks, wood, pipe, bottles, garden tools, mops, ladders, paint cans or any other item unsightly in appearance. All storage areas visible from the street or from another mobilehome must be enclosed. No open storage allowed under any circumstances.

i. Room Enclosures. Room enclosures may be placed only on certain homesites and will be approved on an individual basis. Enclosures shall be manufactured, engineered units that are aesthetically compatible with the appearance of the home and are constructed of aluminum or other preapproved material and professionally installed with valid building permits with permit copies also provided to Management. A minimum of 50 percent of the wall area

of the enclosure shall be open and may be screened or enclosed with glass or glassine type plastic windows.

j. Electrical Equipment. In addition to the other conditions described in this section, due to the potential for overloading the community's electrical distribution system, the installation of electrically operated appliances such as central air conditioners, electric clothes dryers, washers, heat pumps, electric water heaters, electric kitchen ovens / stoves and other electrical appliances must be approved in writing from Management. You agree not to install electrical appliances that will use energy in excess of the engineered maximum capacity for your lot. If your electrical burden exceeds the calculated electrical capacity, you will reimburse the Community within ten (10) days for all expenses incurred in remedying the situation created by your excessive electrical demands. You also agree to hold us harmless against any loss or damage incurred by reason of any injury to persons or property that occurs as a result of your electrical service. The safe connection of your home's utility system to the Community distribution system is your responsibility. We retain the responsibility to prohibit the use of any electrical appliance that would overload and strain the electrical distribution system in the Community. All appliances installed must be in good operating condition and must not generate excessive noise or vibration.

k. Solar Heating. Solar heating is generally not acceptable; however, exceptions may be made based on the architectural / aesthetic appearance of the solar heating unit and the location where it will be installed.

l. Fencing. No fences may be constructed in this Park. Privacy screens may be allowed. See manager for size and location restrictions.

m. Satellite Dishes. Satellite Dishes and over-the-air antenna installations must conform to Federal legislation and applicable laws. Dishes shall not exceed one meter in diameter and must be located in a non-obtrusive area such as the rear portion of the home.

n. Spas, Hot Tubs, Pools. Installation of any spa, hot tub, pool or accessory structure, requires written authorization by Management and submission of the manufacture's specifications for electrical or utility requirements. Building permits are required with utility connections completed by a licensed electrical contractor. Spas, hot tubs and pools must be located in an inconspicuous area not visible from the Community's streets and shall be covered and locked when not actually occupied. Strict health department water quality standards shall be followed at all times.

o. Structure Limitations. Only prefabricated manufactured accessory equipment and structures installed by professionally licensed contractors are permitted. No homemade equipment or structures are allowed. This includes but is not limited to storage sheds, room additions and the like. For the safety of your

home and the community, we retain the right to place additional requirements for lots in unique locations such as hillsides, terraced or corner lots.

p. Miscellaneous. It is suggested that an approved earthquake bracing / tie down system be installed under your home. Water softeners that discharge salt-water brine into the community sewer system are not permitted. Whole house water filter / conditioners is permitted. Any damage to community common areas or the property of others shall be your financial responsibility. Due to underground utility hazards, you are required to receive written consent from Management before digging or driving rods or stakes into the ground.

q. Management reserves the right to impose additional standards on those mobilehomes and Residents who have corner homesites or homesites in unique locations.

13. FLAGPOLES

No permanent flagpoles are permitted. Small flagpoles that are four feet in length or less and are designed to be mounted on the front of the mobilehome are allowed.

14. MAINTENANCE AND REPAIR

Regardless of whether you are the original occupant of the space or home, this paragraph applies. You must maintain and be financially responsible for the repair and maintenance of your home and all improvements so as to keep them in a safe and aesthetically pleasing condition at all times. This includes without limitation, the following: your home, accessory equipment, structures, fences, hillside banks, landscaping, which will require that you wash, clean, paint and treat your home and improvements as necessary to maintain their original appearance. All carports, concrete, asphalt and other surfaces shall be kept clean and free from vehicle fluids and damaging substances. Any damage must be repaired or replaced by you within 7 days of occurrence.

a. Carports. You are responsible to repair damage to your concrete surfaces caused by, but not limited to: oil drippings, anti-freeze, or gasoline spillage. If carport asphalt or concrete was installed by anyone other than the Community, the Homeowner will be responsible for the upkeep and maintenance.

b. Landscaping Flora. In concurrence with applicable laws and your rental / lease agreement, you shall maintain landscaping flora on your homesite in a neat and attractive condition at all times. This maintenance includes, but is not limited to: mowing, trimming, watering, fertilizing and weeding. A timer controlled automatic sprinkler irrigation system must be utilized with the development of any new or improved landscaping plan. You must check with Management for any restrictions before installing an automatic irrigation system.

c. Storage. No items other than the home's hitches, axles or wheels may be stored under the home, in accordance with state law.

d. Furniture. Only patio furniture, manufactured specifically for outdoor weather conditions may be placed outside the home or accessory structure. This exclusion includes but is not limited to upholstered furniture, freezers, refrigerators, washing machines or clothes dryers.

e. Home 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. Window 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

f. Lot Appearance. Due to the unlimited possibilities, it is unrealistic to include every item not permitted outside of the home. Specifically, such items are: ironing boards, brooms, mops, tools, gardening equipment, debris, trash containers, laundry, towels, sheets or rugs is not permitted at any time. One recycling container is permitted. Recreational and exercising items such as bicycles, balls, etc. must be stored in an orderly fashion.

g. Legal Notice. Each Homeowner must maintain their home, structures, landscaping, and homesite as required by these Community Regulations. Any resident in default of these terms and conditions may, according to the California Civil Code, Mobilehome Residency Law, be given a 14-day notice to comply. If the Homeowner does not comply by maintaining, replacing or repairing these defaults within this 14-day time period, we may charge a fee to have this work performed for them in addition to all other legal remedies.

h. Utilities. The utility (electric, gas, water, sewer) meter area must be fully accessible at all times. For maintenance or emergency situations this area shall not be enclosed or covered by any structure. If a utility valve, switch or apparatus is located anywhere on your space, it must be kept uncovered, with vegetation trimmed to make the area fully accessible at all times. Utility connections shall only be through existing facilities provided by the community and its servicing utility companies.

i. Each Resident’s mobilehome and homesite shall be maintained in compliance with all applicable laws of the State of California, the California Administrative Code, and Ordinances of the County and City.

j. All homes must display house address numbers on the street side of home for easy location by emergency services.

k. Each Resident is responsible for effective extermination of the mobilehome and homesite to guard against spread of infestation of insects, fungus, mice, and other vermin.

l. The existing drainage pattern and grading of a homesite may not be altered without the prior written consent of Management.

m. When vacationing or absent for any other reason, it is the responsibility of the Resident to arrange for the watering and maintenance of the homesite during such absence, as required by these Rules and Regulations.

n. MATERIAL WHICH WILL NOT DISSOLVE IN THE SEWER SYSTEM, SUCH AS FACIAL TISSUE, PAPER TOWELS, SANITARY NAPKINS OR DRYER SHEETS MUST NOT BE FLUSHED DOWN THE TOILETS.

15. OUTDOOR DRYING OF CLOTHES

No clothes, bathing suits, towels, rugs, etc. shall be draped or hung on patios, yards, or carports. No clotheslines or racks are to be used on exterior of homesite.

16. EXTERIOR LIGHTING

Any outside lighting must be of a type and placed so as not to be objectionable to other persons or constitute a traffic hazard.

17. TRASH RECEPTACLES

a. Trash and recycling (if any) must be wrapped, placed in plastic trash bags and kept inside the mobilehome or a storage unit until deposited in the designated Park garbage disposal bins.

b. Each person must dispose of their refuse, trash, and garbage in the designated dumpsters. Bringing refuse from outside the Community for disposal is not permitted at any time. The homeowner shall pay extra charges to the disposal company for large quantities of debris or refuse.

c. Refuse containers are not permitted outside of Mobile Home. Spilled rubbish must be cleaned up. Resident's trash receptacles must be kept neat and orderly. Lids are required and must kept closed.

d. Combustible, noxious or hazardous materials must be removed from the Park by the Resident and not placed in the Park bins or Resident's own containers within the Park.

e. Residents shall not fill Park trash containers above a level that would prevent the lid from being closed if applicable. No boxes or cartons are permitted to be used as trash containers. Sanitary and health laws must be obeyed at all times.

f. All trimmings from shrubbery and trees exceeding 4 inches in length or 50 pounds in weight, must be placed by the Resident in the Park dumpster. No such materials are to be left on the ground.

18. VEHICLE CONTROL

a. **THE PARK SPEED LIMIT IS FIFTEEN (15) MILES PER HOUR UNLESS OTHERWISE POSTED**. This applies to all vehicles. All county, state and federal regulations pertaining to vehicles are applicable within the Park.

b. **ANY VEHICLE IN VIOLATION OF ANY STATE AND/OR LOCAL ORDINANCE, ANY POSTED SIGN OR ANY OF THESE RULES AND REGULATIONS IS SUBJECT TO TOWING AT THE EXPENSE OF THE OWNER, WITHOUT NOTICE.**

c. Each homesite is permitted the number of passenger cars that can be parked in its carport, but in no event more than two (2) cars per homesite. All cars in excess of two (2) must be parked outside the Park. No vehicle parked on a homesite may extend beyond the driveway or into the street. If used by a Resident on a daily basis, a *non-commercial* pickup truck of less than one (1) ton or a *non-commercial* van may be substituted for one of the two (2) permitted passenger cars and the truck may be equipped with a camper body or shell. The pickup truck or van may not, without prior Management consent, be so substituted if it is equipped with exterior racks, storage containers or compartments or other similar devices or contains tools or equipment that are mounted on the outside of the vehicle or are otherwise visible from the street or other mobilehomes.

d. Pickup trucks over one (1) ton, buses, commercial trucks or other vehicles of similar kind and description, boats, trailers (other than the mobilehome occupied by the Resident), recreational vehicles, dune buggies, three-wheeled motorized vehicles or any self-propelled transportation that is not street-legal may not be parked anywhere in the Park.

e. In addition to two (2) cars (or one car and one non-commercial van or pickup truck, as permitted above), one (1) motorcycle may be parked at a homesite. Such motorcycle shall be subject to all Rules and Regulations applicable to vehicles in general. Motorcycles must be driven by the most direct route between the Park entrance and the Resident's mobilehome and not on any other street in the Park. Motorcycles shall be equipped with mufflers, be street legal and be operated only be licensed drivers.

f. All vehicles must carry a current registration and be operable. No vehicle may be "stored" on the homesite. "Storage" includes, without limitation, the parking of an inoperative vehicle for any length of time, the parking of an operative vehicle that is not used for a period exceeding four (4) weeks or the parking of more than one vehicle for the purpose of selling such vehicles as part

of a commercial activity. No parking of trailers or boats is permitted in the driveways.

g. Unlicensed drivers are not permitted to operate any motor vehicles on Park property. All traffic signs must be obeyed.

h. Stopping or parking in a designated fire lane or red curb area is prohibited at all times. Vehicles parked in a designated fire lane or red curb area will be towed at the vehicle Homeowner's expense.

i. Guests and Visitors may only park in designated guest parking spaces or on the host Resident's homesite. Guests and Visitors may not utilize a designated guest parking space for more than twenty-four (24) consecutive hours. Guests and Visitors must get a parking permit from Management in advance. Residents and Sharers are not permitted to park any vehicle in any location designated as guest parking. Management reserves the right to restrict the number of Guest and Visitor automobiles or other vehicles in the Park.

j. No vehicle may be parked on the street. Temporary vehicle unloading in the street is only permitted, if allowed at all, in areas designated by sign.

k. All vehicles must be regularly maintained in normal operating condition and be neat and clean in appearance. Unsightly vehicles, including, without limitation, those with an exterior appearance that has deteriorated to a point that it detracts from the appearance of the Park, or vehicles with unsightly loads visible to other persons, are prohibited from the Park.

l. No maintenance, repair or other work of any kind on any vehicle, boat or trailer (other than the mobilehome) may be done at the homesite, including, without limitation, oil changes.

m. No vehicle washing of any kind may be done at the homesite or anywhere else in the Park.

n. All vehicles are required to meet acceptable noise limits and excessively noisy vehicles shall not be permitted in the Park. No vehicle leaking oil or any other substance or fluid is permitted in the Park. Any vehicle dripping fluid must be repaired immediately.

o. No overnight occupancy of any vehicle is permitted within the Park.

p. The use of a front headlight and rear reflector at dusk and during the night is mandatory for bicycles. Bicycles must be driven on the street and are not permitted on sidewalks, grass, vacant homesites or any other paved area of the Park. Bicycles must obey the same traffic regulations applicable to other vehicles.

q. Management may elect (but is not obligated) to provide a limited number of additional parking spaces to Residents on a first-come, first-serve basis, for an additional fee as determined by Management from time to time.

r. Shared electric scooters, including, but not limited to Uber Jump, Lyme and Bird scooters, are not allowed to be used or parked in the Park.

19. CONDUCT

a. Any act that violates any law or ordinance of the city, county, state or federal government, or that would cause the Park or Management to be in violation of any such law or ordinance, shall be a violation of these Rules and Regulations.

b. Any action by any person of any nature that may be dangerous or may create a health or safety issues or disturb others is not permitted. Such prohibited actions include, but are not limited to, any unusual, disturbing or excessive noise, intoxication, quarreling, threatening, fighting, immoral or illegal conduct, profanity, or rude, boisterous, objectionable or abusive language or conduct. Under no circumstances may any illegal narcotic, controlled substance or other such drugs or materials, including without limitation marijuana or marijuana-related substances, be permitted to be grown, processed, sold, exchanged, used, maintained, possessed or otherwise located in any fashion on or about the Park, all of which are expressly prohibited to the extent permitted by law. The use or display of any weapon, including, without limitation, a bow and arrow, BB gun, knife, firework, gun or other firearm is expressly prohibited. Persons under the influence of alcohol or any other substance shall not be permitted in any area of the Park that is generally open to Residents, Sharers, Guests and Visitors.

c. Fireworks are strictly prohibited.

d. Skateboarding and roller skating are prohibited in the Park. The playing of games or sports in Park streets is prohibited. No games involving flying objects, such as baseball or soccer, shall be played in the Park.

e. No excessive noise is permitted between the hours of 10:00 p.m. and
7:00 a.m. Radios, televisions, music players, musical instruments and other devices must be used in a manner that does not disturb others.

f. "Ham" or "CB" radios or other radio transmitters may not be operated in the Park.

g. Residents, Sharers, Guests and Visitors shall not encroach or trespass on any other Resident's homesite or any other area that is not open for general use by Residents, Sharer, Guests and Visitors. No Resident, Sharer, Guest or Visitor shall tamper or interfere with any Park property.

h. Fires are not permitted in the Park except for propane barbeques approved for use by Management, or fireplaces and other appliances installed inside of a mobilehome.

i. Each Resident is responsible for the actions and conduct of all other occupants and Residents of their mobilehome and for the actions and conduct of the Resident's Sharers, Guests, Visitors and invitees.

20. COMMERCIAL ENTERPRISE OR SOLICITATION IN PARK

a. All business, commercial or other activity that would be apparent from the outside of your home, or any activity that generates frequent traffic and / or visiting customers, is not permitted. A low profile business activity such as bookkeeping, home office telecommuting, etc., is permissible as long as this activity does not alter the residential atmosphere of the Community.

b. No commercial solicitation is permitted in the Park. Other solicitations may be permitted only with prior Management approval.

21. PETS

a. Unless required or limited by the Unruh Civil Rights Act, the California Disabled Persons Act (CDPA), the Fair Employment and Housing Act (FEHA), or the Federal Laws like the Americans with Disabilities Act (ADA), animals are only allowed in the Park as described in this section. Please note that California State Law (CSL) makes falsely claiming an animal to be a service animal a **MISDEMEANOR**. See Cal. Penal Code § 365.7 (1994), Cal. Food & Agriculture Code § 30850(b).

b. One pet will be permitted per homesite provided that such pet is primarily kept within the mobilehome and does not obnoxiously intrude upon other Residents, Sharers, other homesites, or Park premises. As used in this section, a "pet" means a domesticated cat or dog. No other animal shall be permitted in the Park as a pet. **PIT BULLS, ROTTWEILERS AND OTHER DANGEROUS BREEDS ARE EXPRESSLY PROHIBITED EXCEPT FOR ADA SERVICE ANIMALS. MORE THAN ONE PET PER HOMESITE IS EXPRESSLY PROHIBITED.** Other animal limitations shall be in accordance with the California Mobilehome Residency Law, Section 798.33 (c).

c. Management encourages all pets to be spayed and neutered. In the event of any offspring, Management must be immediately contacted for permission for the interim keeping of the offspring pending relocation. Homeowner agrees to relocate all offspring within two (2) months or as soon as weaned if sooner than two months.

d. All pets in the Park must be licensed in accordance with local law and registered with Management.

e. A current and dated photograph of all pets must be on file with Community Management.

f. Dogs should be no larger than 25 lbs. in weight and 12 inches at the shoulders, when fully mature. Exceptions must be approved by Community Management.

g. All pets must have current inoculations in accordance with applicable law, and Management may request proof of such inoculation at any time.

h. No pet will be allowed to roam free or be outside the mobilehome unattended. While Pets may be walked, a Pet is not permitted to be walked on other home sites, greenbelts or recreational areas. Pets must be leashed and under immediate supervision and personally attended to at all times when outside the confines of the home. Dog houses, doggie doors, kennels, cages, or other confining structures are not permitted. No unattended or tying of animals is permitted. When outside of a mobilehome, a pet will be on a leash (6 feet maximum length). Service animals must be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices. In that case, the individual must maintain control of the animal through voice, signal, or other effective controls.

i. Regardless of the area, any excrement left by a pet must be picked up immediately, wrapped in paper, foil or plastic wrap and disposed of within your mobile home or the Community trash bins.

j. Pets of Visitors and Guests are not allowed.

k. Pets are not permitted in the clubhouse, recreational facilities, laundry facilities, or the pool and spa areas, at any time.

l. Pets shall not be permitted to cause any disturbance that may annoy or be a nuisance to other persons in the Park, including, without limitation, growling, biting, barking or destructive behavior.

m. Pets found loose within the Park, irrespective of ownership, may be turned over to the local animal control agency without notice. Any charges pertaining thereto will be the responsibility of the owner. Neither the Owner nor Management assumes any liability for pets or for any pet disposition action taken by the animal control agency. Damage or injury caused by a loose Pet shall be the responsibility of the owner. The privilege of having a Pet calls for a responsibility to take proper care of it and to follow these Rules and Regulations regarding the same.

n. Food may not be left out of doors for any pet or other animal.

22. CLUBHOUSE AND OTHER RECREATIONAL FACILITIES

a. Hours and additional rules and regulations applicable to the use of the clubhouse and other recreational facilities are posted in and about such facilities and should be considered a part of these Rules and Regulations.

b. The clubhouse and other recreational facilities are for the exclusive use of the Residents and Sharers and their accompanied Guests and Visitors.

c. Any special events or reserved use of the clubhouse must have prior Management approval (in its sole discretion), which must be requested at least fifteen (15) days in advance. Such functions must comply with these Rules and Regulations, and Management shall be provided with a description of the proposed event so that a decision on approval may be made. Regularly scheduled functions take precedence over individual requests for use of the facilities. At no time will any Park facility be closed to any Resident as a result of any private function.

d. Management reserves the right to require a security deposit for private parties in its sole discretion. The deposit may be used to cover the cost of any additional cleaning that may be necessary after the function or for any damage that may occur. After the facility has been used for private functions, it must be left in a clean and orderly condition or a charge (in an amount determined by Management) will be assessed against the sponsoring party for the costs of cleaning the area. Proof of insurance coverage, as required by Management, will be presented prior to use of facility.

e. No Resident or organization may rent out any Park facility and collect a fee for same.

f. An adult must accompany all children using the facilities of the Park.

g. No alcoholic beverages are allowed in or around the clubhouse or recreational facilities. No glassware or glass bottles may be taken into the recreational areas.

h. Smoking and gambling are prohibited in the clubhouse and recreational facilities at all times.

i. Residents must wear a shirt or jacket and footwear at all times in the clubhouse and other recreational facilities. Persons in swimming suits, wet or dry, are not allowed in the clubhouse.

23. SWIMMING POOL AND SPA

a. Use of the swimming pool and spa shall be in accordance with the hours and rules posted in the pool and spa areas and these Rules and Regulations. No lifeguard is on duty and use of the pool and spa is at the user's own risk.

b. The swimming pool and the spa are for the exclusive use of Residents, Sharers and their accompanied Guests and Visitors. No unaccompanied Guest or Visitor is permitted to use the pool or spa. No one under fourteen (14) years of age will be allowed to use the spa. **NO EXCEPTIONS**.

c. Any and all children under the age of fourteen (14) years must be supervised by an adult at all times while in or at the pool.

d. Swimming pool days/hours are as posted in the pool area, and are subject to change based on seasonal conditions.

e. No children under three (3) years of age or any persons who are incontinent will be permitted in or at the pool or spa area at any time, for health and safety reasons.

f. All local and state health and safety rules must be strictly observed.

g. For health and sanitary reasons, all persons must shower before entering the pool or spa. No use of street clothes is permitted in the pool or spa; manufactured swimwear in good condition must be used. No person with a skin disease or open wound is permitted in the pool or spa.

h. Towels must be placed over deck furniture when using suntan oil, creams or lotions. No person may enter the pool or spa with suntan oil or other oil products on their body.

i. Diving is prohibited in the pool. No floats, balls, fins, diving masks, pool toys or similar items are permitted in the pool or spa. No running or horseplay is permitted in the pool or spa area.

j. Smoking and alcoholic beverages are prohibited in the pool and spa area. Non-alcoholic beverages are permitted, but only in non-breakable containers. Empty containers must be deposited in trash receptacles.

k. Management reserves the right to limit the use of the pool and/or spa at any time and to restrict the use of the pool and/or spa by anyone. Residents and Sharers are responsible for the conduct of their Guests and Visitors.

24. LAUNDRY FACILITIES

a. Use of the laundry facilities shall be in accordance with the posted hours and rules and these Rules and Regulations. Management may close the laundry facilities at any time for cleaning or repairs.

b. Washers, dryers and all other laundry equipment or facilities must be cleaned, inside and out, immediately after use. Clothes must be removed from dryers as soon as they are dry and the use of washers to dry is prohibited. The use of washers or dryers to do pet laundry is also prohibited.

25. PARK OFFICE AND PERSONNEL

a. Except in the case of an emergency, all complaints and requests for approval under these Rules and Regulations must be submitted to Management in writing and be signed by the person making the complaint or request for approval.

b. Residents shall not request assistance from Park personnel for personal reasons or give instructions to Park personnel. All repair or maintenance requests shall be submitted to Management in writing.

26. CONTRACTORS PERFORMING WORK IN PARK

a. Each contractor performing work in the Park is required to be registered with Management and to be properly insured and licensed.

b. It is the Resident's responsibility to see that anyone performing work at his or her homesite has proper authorization from Management prior to soliciting a bid or commencing work.

c. The Park assumes no liability, expressed or implied, for the quality of the work performed by contractors hired by the Resident or any damages sustained.

d. All permits are to be secured by the contractor on the Resident's behalf.

27. NOTICE OF PHYSICAL REMOVAL OF HOME.

All physical home removals will require a minimum of a 60-day written notice of intent to vacate. Physical removal of any home and its accessory structures from the Community must be performed by a licensed and insured contractor, with all trash and debris removed from the lot and hauled away at the contractor’s cost. Lots must be clean and level with no health or safety issues remaining. Upon completion and acceptance of all removal requirements, any security deposits currently held will be returned according to law.

28. MEGAN'S LAW.

The following information is provided for the convenience of the Homeowners and residents of this Community: The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a database of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a 900 telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the 900 telephone service.

29. VIOLATION OF LAW

a. Any provision of these Rules and Regulations that may unknowingly violate any federal, state of local taw will be null and void. All other Rules and Regulations will apply.

30. REVISIONS OF RULES

a. Management reserves the right to add to, delete, amend or revise these Rules and Regulations from time to time, as provided in Section 798.25 of the California Civil Code.

ACKNOWLEDGMENT OF ACCEPTANCE AND RECEIPT:

I, the undersigned, hereby acknowledge that I have read and understand these rules and regulations stated above, and I hereby agree to abide by them.

_____ Date: _____
Resident

_____ Date: _____
Resident

Approved by: _____
For Park Avalon Mobile Estates

Homesite #_____ Date: _____

INFORMATION/EMERGENCY INFORMATION

Please complete any blank information if applicable.

Name: _____

Address: _____

Phone: _____

Phone: _____

EMERGENCY INFORMATION: Please PRINT legibly

Contact:

Relationship: _____

Address: _____

_____

_____

Telephone: _____

Sharer (if applicable)

Address: _____

_____

Telephone: _____

VEHICLE(S) INFORMATION

Please complete any blank information if applicable.

Make: _____

Model: _____

Year: _____

Plate Number: _____

Registered Owner: _____

_____

Make: _____

Model: _____

Year: _____

Plate Number: _____

Registered Owner: _____