THE LAKES AT HEMET WEST

RULES AND REGULATIONS

5001 West Florida Avenue
Hemet, CA 92545

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THE LAKES AT HEMET WEST

5001 West Florida Avenue
Hemet, CA 92545
(951) 925-2575

RULES AND REGULATIONS

APRIL 2021

1. INTRODUCTION.

Our Rules and Regulations have been developed as a basis for good relations within **THE LAKES AT HEMET WEST** (the "Owner"). Because ours is an Age Restricted Park (the primary homeowner/resident must be 55 years or older), it has unique conditions which must be recognized and dealt with in a fair and reasonable manner and applied and complied with on an impartial basis. Just like any other typical residential area, you and the other residents are expected to accept a reasonable amount of disturbances and other activity by your neighbors and others which won't be to your liking. If one of your neighbors, another resident or their guest is disturbing you, we expect you to make a reasonable effort to talk to the person who is creating the problem and try to resolve it. If the problem is one where reasonably the police or other public authorities should be contacted and a complaint filed, you are expected to do this as well. This is what happens in a typical neighborhood setting. If you can't resolve the problem, and you are truly being unreasonably affected, we'll attempt to take reasonable steps to try to resolve the problem. But as a practical matter, we are not able to be the "police". The spirit behind these guidelines is in the Golden Rule: "Do unto others as you would have others do unto you." Therefore, you are agreeing that by moving into our Park or by continuing to live here, we will not be liable to you or others for normal, routine disturbances or other issues which one should commonly expect when they live in our society. We trust we will have your complete cooperation not only to keep park standards high and to maintain a happy and friendly atmosphere, but also to assure each Resident a maximum of convenience and comfort.

The Lakes at Hemet West does not discriminate with regards to race, color, religion, sex, national origin, handicap, or marital status and is considered a Fair Housing rental property.

The following Rules and Regulations are a part of your Rental Agreement. Please read the Rules and Regulations carefully and keep them on file as they constitute a binding agreement between you and the Owner. The management will interpret and enforce these Rules and Regulations in a reasonable manner.

2. AGE 55 & OVER PARK.

The primary homeowner/resident in the Park must be fifty-five (55) years of age or older, and must occupy the mobilehome, and the minimum age for other occupants is forty-five (45) years of age.

3. DEFINITIONS.

The definitions set forth below shall apply unless the context indicates that a different meaning is intended:

A. "Park" means the mobilehome park, **THE LAKES AT HEMET WEST** located at 5001 West Florida Avenue, Hemet, California 92545.

B. "Owner" means the Owners of the Park (including the Owner's partners, members, directors, representatives, officers, employees, and agents) and the management of the Park.

C. "Resident" is a homeowner or other person who lawfully occupies a mobilehome in the Park. A prospective homeowner, purchaser, or those persons listed on the last page of the Rental Agreement as "Resident" who have not been approved for tenancy by the Park and have not closed escrow on the mobilehome occupying the Homesite shall not be deemed a "Resident".

D. "Guest" includes all of Resident's agents, employees, persons sharing the Homesite pursuant to Civil Code Section 798.34(b), invitees, permittees, or licensees or other persons in the Park or on the Homesite at the invitation, request or tolerance of Resident. "Guests" also include any Residents who are not homeowners.

E. "Park facilities" means those services and facilities of the Park generally available to Residents and their Guests.

F. "Homesite" means the real property rented to Resident by Owner. The boundaries of the real property rented to Resident shall be the lesser of either (1) the lot lines as determined by a governmentally approved survey or by a recorded plot plan or (2) the apparent physical boundaries of the Homesite as they exist at the time the Rental Agreement is/was entered into. Regarding maintenance of the Homesite, Resident shall be responsible for the greater area as defined by this paragraph.

G. "Owner's Approval" or "Approval of Owner", "Owner's consent" or "consent of Owner" or other similar terms as used in this Agreement means that the Owner's prior written approval must have been obtained by Resident before Resident commences any such action requiring Owner's approval. If Owner's prior written approval is required, Resident shall submit a written request to Owner which describes the action Resident proposes to take and requests Owner to give prior written approval.

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H. "Mobilehome Residency Law" means and refers to the California Civil Code Sections 798 through 799.9, as currently stated and as may be amended in the future. No provisions of the rules are intended to conflict with the provisions of the Mobilehome Residency Law.

4. PARK PERSONNEL.

Owner shall be represented by a General Manager, or Community Manager, if any, who is vested with all the legal right and authority to enforce the Rules and Regulations on behalf of Owner. Any reference herein to the term Owner shall include and may be interchanged with the term General Manager/Community Manager and Owner's partners, directors, representatives, officers, employees, management companies and agents.

Maintenance employees do not have any authority to answer questions concerning state, county, city or other laws and ordinances or the Park Rules and Regulations. Community Manager may refer questions to General Manager.

5. INTERPRETATION AND APPLICATION.

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

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

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

6. GUESTS.

A. All Guests must register with the Owner if they stay with Resident more than a total of twenty (20) consecutive days or a total of thirty (30) days in a calendar year (hereinafter "grace period"). If any Guest stays beyond the grace period, Resident will be charged a Guest fee of $50.00 per guest for each month following the expiration of such grace period. The additional

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charge shall be due and payable on the day after the expiration of such grace period and shall thereafter be due on a monthly basis, paid in advance pursuant to a rent statement. For emergency reasons, Residents should register any overnight Guest with the Park Manager. The number of Guests shall be limited to two (2) per Homesite. No charge will be imposed if the Guest is a member of the Resident's immediate family as defined in the Mobilehome Residency Law. Guests will have no rights of tenancy in the Park. No guest may stay with Resident more than a total of 20 days consecutively or 30 days in a calendar year. Guests desiring to stay longer must apply for tenancy and if approved, sign a rental agreement.

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

C. Resident agrees to acquaint all Guests with the conditions of tenancy of the Park, including, but not limited to the Park's Rules and Regulations. Resident is personally responsible for all the actions and conduct of his or her Guests, including, but not limited to, any damage caused by his guests, any injury he or his guests might sustain or any injury caused to another.

D. Owner reserves the right to make a reasonable determination whether the Park's recreational and other facilities can accommodate all Residents and their Guests and, therefore, Owner may refuse any Guest access to said facilities if the Guest's presence would reasonably detract from the use and enjoyment of these facilities by other Residents and Guests who are then using the facilities.

E. A Guest is permitted to use the recreational facilities only while accompanied by a Resident. However, the 'Guest limit' of two (2) shall not apply when renting the clubhouse and the number of Guests shall be limited to the "occupancy limit" posted in the clubhouse.

F. If Resident will not be present, then no Guests may occupy or otherwise use Resident's mobilehome or use recreational facilities without Owner's written consent. If a Guest has received approval by Owner, such Guest may be permitted to occupy the Residents' mobilehome and to use the recreational facilities.

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G. At all times at least one of the Residents must regularly reside in the mobilehome and must be the registered owner on title of the mobilehome that occupies the Homesite.

H. Guests must enter the Park through the Guest lane and be admitted by gate with resident's express permission. See Rule 18.M. below.

7. MOBILEHOME SUBLETTING.

Subleasing of any mobilehome is prohibited except for the special circumstances that are allowed by the Mobilehome Residency Law. Resident will be required to provide all necessary documentation, as set forth in the Mobilehome Residency Law, to Owner to evidence that special circumstances exist.

8. RESALE OF MOBILEHOME.

Resale of mobilehomes to persons wishing to reside in the Park is subject to the following conditions: Sixty (60) day written notice of intent to sell must be provided to Management prior to offering the mobilehome for sale. Prospective purchasers must first complete an application for tenancy and be approved by management upon acceptance of offer but before the completion of sale. Owner may require repairs or improvements to the mobilehome, its appurtenances or an accessory structure 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 the Community that implements or enforces a local ordinance or a state statute or regulation relating to mobilehomes and the repair or improvement relates to the exterior of the mobilehome, its appurtenances, or an accessory structure that is not owned and installed by the management, except the Owner may require repair improvements to the Homesite or property owned by Owner if the damage was caused by the actions or negligence of the Resident or an agent of Resident.

9. MOBILEHOME STANDARDS.

Resident hereby agrees to comply with and maintain all mobilehome standards, standards for accessory equipment and structures, hardscape and softscape standards and landscape standards as set forth below. Resident's failure to comply with and maintain all mobilehome standards shall entitle Owner to all remedies available under these Rules and Regulations and the California Civil Code, Section 798 et seq. Resident acknowledges that should a failure to maintain occur, Owner has the right to give Resident seven (7) days' notice to remedy the maintenance violation. If Resident fails to remedy the violation, Owner has the right, but not the obligation, to force compliance with these rules by a breach of contract lawsuit or eviction action.

A. Mobilehomes. To insure architectural compatibility, construction and installation standards, all incoming mobilehomes must be approved by Owner. A plot plan must be submitted for our written approval, drawn to scale of 1" – 10' and will show the following: 1) physical floor plan of the mobilehome; 2) exact placement of mobilehome on lot; 3) measurement to lot lines and

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all structures; 4) actual placement of concrete, pavers, awnings and supports, lawn, trees, flower beds and additions on lot. All items set forth in this Section 9 are subject to the notice and consent requirements of these Rules and Regulations. Resale of mobilehomes to persons wishing to reside or relocate in the Park is subject to the following conditions: Management must be contacted sixty (60) days prior to offering the mobilehome for sale. Prospective purchasers must first complete an application for tenancy and be approved by management once contract is accepted, but prior to the completion of sale.

B. Mobilehome Sizes. All mobilehomes in the Park shall conform in size to the requirements of the lot on which they are placed as established by Owner and the California building codes, Title 25, and/or the City of Hemet. Placement of mobilehomes shall be determined by the Owner.

C. Mobilehome Occupancy. The persons allowed to occupy a homesite within the Park shall be those persons listed on the rental agreement as well as any other additional occupants approved by Management. No other persons shall be allowed to reside on the Homesite without the express written permission of Park Management or as provided below. Only persons who have applied for and have been accepted as residents shall occupy a mohilehome on the leased Homesite. The number of occupants of a mobilehome shall be limited to two (2) persons per the number of bedrooms present in the mobilehome, 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.

D. Accessory Equipment and Structures. The installation of all appliances, accessory equipment and structures on incoming mobilehomes shall be completed within sixty (60) days of the date Resident signs the rental agreement or first occupies the mobilehome, whichever is earlier.

(1) Prior to commencing a new installation of or a change in accessory equipment and structures or a change in any appliance which is to be connected to the gas, electric or water supply, Resident shall submit for Owner's approval a written plan describing in detail the accessory equipment and structures which Resident proposes to install or change and shall obtain the approval of Owner pursuant to Section 10 of these Rules and Regulations. Only manufactured accessory equipment, structures and appliances are permitted and no "homemade" equipment, structures or appliances may be installed.

(2) Building permits, licenses and other similar permission from government or quasi-governmental bodies or agencies must be obtained, if so required, before any installation or construction of certain accessory equipment and structures. All such equipment and structures must comply with all federal, state and local laws and ordinances.

(3) If a Resident does make a change in existing accessory equipment, the standards for incoming mobilehomes must be met, and all work shall be completed within sixty (60) days of approval.

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(4) Resident is cautioned that there may be mobilehomes and homesites in the Park which contain accessory equipment and structures which no longer conform with present Park standards and regulations. Nonetheless, Residents may not assume their plans will be approved because they conform to accessory equipment and structures existing on other mobilehomes or homesites.

(5) Any accessory equipment or structure not in compliance with the Park's residency documents shall be removed by Resident within seven (7) days of receipt of notice from Owner.

(6) Landlord may, in its sole discretion, publish new standards for, without limitation, driveways and walks, awnings, steps, porches, landscaping and other accessories at any time that it, in its sole discretion, determines would be in the best interests of the Park and the Tenants. Said standards shall, however, only be applicable to Resident if Resident sells or otherwise transfers his mobilehome to another party and the mobilehome is to remain in the Park. In that event, the new standards will be the responsibility of the prospective purchaser and the mobilehome must be in conformity with the standards published by Owner prior to Owner's acceptance of the prospective purchaser. Resident and prospective purchaser hereby indemnify and release Owner, its agents, servants and employees, from any and all liability or damages which Resident or prospective purchaser may suffer due to said changes in standards.

10. STANDARDS FOR ACCESSORY EQUIPMENT AND STRUCTURES.

Conditions for specific equipment and structures are as follows:

A. Licensed Contractors. All works of improvements or repair that require a permit must be performed by a licensed contractor. Only licensed contractors may install appliances or equipment which are required to be connected directly to the electric, gas or water supply at the Resident's homesite. All such contractors must be registered with Community Management. All contractors must provide evidence of insurance, and all work must be approved by Owner.

B. Heating and Cooling Systems. Prior to the installation of or replacement of any heating or cooling system, Resident must obtain written approval from Owner. The location of any air conditioning unit must also be approved by the Owner. In addition, any heating or cooling system installed in a mobilehome must be in good operating condition and must not make excessive noise that will be disturbing to any other Resident. All heating and cooling systems must be compatible with the electrical output of the Park. Condensation accumulation from any air conditioner must be piped away from the mobilehome and not be allowed to fall onto the ground under the mobilehome. All installations pertaining to a heating and/or cooling system must be performed by a state licensed contractor and Resident must obtain any permits required for installation. No window air conditioners, roof air conditioners, swamp coolers or evaporative coolers will be allowed in the Park. A new, compact, energy-efficient cooling unit may be placed at rear of mobilehome with prior

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written approval from Owner. Solar heating is generally not acceptable but exceptions may be made based on the architectural/aesthetic appearance of the solar heating unit and the location where it will be installed. All outside electrical wiring, if any, must comply with City Code and be of weatherproof material.

C. Porches and Patios. Porches and patios must be constructed under permit and meet the appropriate governmental building codes. Porch covers must be of an approved material matching the exterior of the mobilehome. The area under all patio awnings shall have a porch of good manufactured quality made of materials that match or compliment the mobilehome's exterior. Unless made of masonry, surfaces of porches, patios and steps must be covered with outdoor carpet or other approved material resistant to termites, wood ants or other boring pests.

D. Steps. Each exit of the mobilehome must have steps. All steps must have management approved handrails, including guard rails, as required by law. Steps, both front and rear, must be of metal, painted plywood or masonry. Step surfaces must be covered with carpet or other approved material. All steps must be of good manufactured quality and sidefaced to match the mobilehomes exterior. The temporary steps provided by the mobilehome dealer must be removed from the Homesite no later than sixty (60) days from the date the mobilehome is moved into the Park.

E. Skirting and Awnings. Skirting and awnings are required on all mobilehomes. All textured materials and color must coordinate with the mobilehome. All awnings must be constructed under permit and meet the appropriate governmental building codes. All awnings must be unitized and must be painted or be of anodized aluminum or steel and must be of an approved manufactured type. All awnings must be large enough to cover the porch/patio area. Awnings must extend from the front edge of the home to the edge of the driveway, the length depending on the homesite. Skirting may be of aluminum, masonry or other approved material, which matches the siding of the mobilehome. Arched awnings are permitted within lot lines so long as they are made of approved materials in complimentary/matching colors and are approved by Owner.

F. Siding. All exterior siding of the mobilehome must be of Alcan or Masonite or equivalent. All colors must be approved by Owner.

G. Carport. A carport is required which extends in length from the front to rear of the mobilehome and in width from the mobilehome to the edge of the driveway and be aesthetically compatible with the appearance of the mobilehome. The carport slab shall be the full length of the home. Free standing carports are not allowed. Accessory garages may be allowed with Owner approval.

H. Roofing. All roofing materials on carports and storage sheds, as well as replacement roofs on mobilehomes, must be non-glare aluminum, composition asphalt shingles or tile.

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I. Facias and Flashing. All mobilehomes shall have facias (unitizing) that blend with the roofing and siding materials and shall tie into the awnings in such a manner as to eliminate a line of demarcation between the mobilehome and the awnings. This facia shall be installed completely around the perimeter of the mobilehome. Where the mobilehome is joined at the roof the facia shall be of the same material as the roof.

J. Rain Gutters. All mobilehomes must be fitted with rain gutters and with down spouts which extend to the ground and drain water to the street so that no puddles or puddling occur under the mobilehome or on the Homesite.

K. Exterior Storage Building/Cabinet. Each Resident may install one (1) storage building or cabinet which shall not exceed a maximum floor area of one hundred and twenty (120) square feet and a maximum height of ten feet (10'), provided there is room on the Homesite. The storage building or cabinet must be of materials and colors to match the mobilehome. Owner must approve the type of storage building and where the storage building will be placed. You may not electrify your storage shed. Electrical cords, rope, wire or any other similar material may not be strung on the exterior of your mobilehome, or from the mobilehome to the storage shed. Sleeping in storage buildings is prohibited.

L. Fences. Resident must submit a plan and obtain written approval from Owner before erecting any fence on the Homesite. Owner must approve all materials utilized in constructing a fence. Only fences made of chain ink or other see-through material will be permitted if approved by Owner. No solid walls will be permitted. Additionally, all fences must be erected inside the property line of the Space and must provide access to utility submeters. Only fences which do not exceed three feet (3') in height will be permitted.

M. Satellite Dishes and Outside Antennas. Resident must obtain written approval from Owner before installing any outside satellite dishes and outside antennas. Small satellite dishes no larger than 32" shall be permitted with Owner's prior written approval and must be located in the rear half of the home with Owner's prior approval of the site location. Satellite dishes in excess of 39" in diameter are prohibited. Such location site shall be as unobtrusive as possible without significantly decreasing the satellite dishes' efficiency or performance. The satellite dish must be securely affixed and placed in a manner that will not constitute a hazard. Outside antennas will be allowed only with Owner's prior written permission and must be located at the rear of the lot and not visible from the street. HAM radio antennas are prohibited.

Due to aesthetic considerations, indoor antennas and/or cable distribution is preferred for receiving over the air broadcast signals.

N. Flagpoles. No permanent flagpoles are permitted. Only small flagpoles, which are four feet (4') in length or less and are designed to be mounted on the front of the mobilehome are permitted. Any American flags displayed should be lighted at night.

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O. Special Standards. In order to maintain the aesthetic beauty of the Park, Owner retains the right to impose additional standards on those Residents who have corner homesites or homesites in unique locations.

P. Prohibited Materials. No awning, shades, screens, blinds, or similar items which are made of plastic, canvas bamboo, rattan, foil or other material of similar appearance shall be located outside of the Mobilehome.

Q. Improvements.

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

(2) Completion. The installation of all required items must be completed within 60 days after your tenancy begins. All other installations must be completed within 60 days after the date work begins.

R. Mobilehomes. All mobilehomes coming into the Park for the first time must meet the following requirements:

(1) Only new, not used, double-wide or larger mobilehomes are permitted.

(2) The location and placement of the mobilehome on the Homesite will be determined by Owner.

(3) Must have detachable hitches and tongues which must be removed when the mobilehome is installed.

(4) The mobilehome may not require more electrical service than is available at the Homesite.

(5) The mobilehome must have a clearance of 3 feet from property line all around, including porches and decks.

S. Water Softeners. Water softeners which discharge into our sewer system are not permitted.

T. Spas/Swimming Pools. Installation of portable or permanent spas and/or swimming pools, including wading pools, are not permitted on any Homesite.

11. HARDSCAPE AND SOFTSCAPE STANDARDS.

A. For purposes of these Rules and Regulations, all fixtures, appurtenances, and other items affixed to or located upon the Homesite shall be deemed to be either Hardscape or Softscape. Hardscape shall include, but not be limited to all accessories, equipment and devices utilized to secure the mobilehome, as well as any construction of retaining walls, brickwork, carports, additional structures and similar items, including, but not limited to those items set forth in Section 10 of these Rules and Regulations. Softscape shall include, but not be limited to all plants, ground cover, decorative rock and other items utilized in the landscaping of the Homesite, including, but not limited to those items set forth in Section 12 of these Rules and Regulations.

B. In the event the Resident elects to improve, change, add to or subtract from the Hardscape or the Softscape, the Resident shall provide the Owner with 45 days notice from the proposed date of commencement of the work of its intentions and shall include in such notice a detailed plan of the intended improvement, change, etc. Owner shall have 30 days to accept the plan, reject the plan or accept the plan subject to certain conditions. Such conditions may include alterations to the color, materials or other aspects of the plan. Owner shall have the absolute discretion to determine whether a particular plan is in accordance with these Rules and Regulations; the determination of Owner shall be final.

C. Once the plan is approved by the Owner, the Resident shall have 60 days to complete the work contemplated by the Plan, subject to the following provisions:

(1) The Resident agrees to indemnify and hold the Owner harmless for any and all liabilities related to or arising from the work contemplated by this Section, including, but not limited to:

(a) Personal injuries suffered by any party related to or arising from the performance of such work;

(b) Property damage suffered against property of the Park, any other Resident of the Park, or any third party related to or arising from the performance of such work;

(c) Any mechanic's liens recorded against the Park arising from such work; in the event of such a mechanic's lien, the Resident shall immediately post a bond in an amount sufficient to cause the mechanic's lien to be expunged. In the event such a bond is not posted within 14 days of the recordation of the mechanic's lien the amount of such mechanic's lien shall be deemed an amount of damage suffered by the Owner and shall be recoverable by Owner from Resident;

(d) In the event Owner determines that the eventual completed work is not consistent with the plan originally submitted by the Resident or the Resident completes work which is not covered by a plan approved by Owner, Owner shall notify the Resident. Resident shall have 10

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days from the sending of such notice to cause the work to be consistent with such plan; in the event Resident does not comply with the notice provided by Owner, Owner shall have the right to alter the work to comply with these Rules and Regulations;

(e) Implied in each plan shall be compliance with any and all permit, license or other regulatory requirements related to or required for the proposed work to be performed. It shall be the responsibility of the Resident to assure that the legal requirements of the preceding paragraph are addressed and the failure to comply with such legal requirements shall constitute a violation of these Rules and Regulations.

12. LANDSCAPING.

A. Prior to commencing any landscaping, including changes to existing landscaping, Resident shall submit a detailed landscaping plan to Owner for approval which plans shall, at a minimum, show planting materials, irrigation and grading. All changes made by Residents must be completed within sixty (60) days of approval. Any landscaping installed without Owner's approval shall be removed within seven (7) days after receipt of written notice.

B. Landscaping of new unlandscaped homesites or changes to existing landscaping by a new Resident shall be completed within sixty (60) days of the date Resident signs the rental agreement or first occupies the mobilehome, whichever is earlier.

C. The following general landscaping standards are provided only to assist Residents in their preliminary planning:

(1) Only live plants may be used.

(2) Evergreen grasses, ground covers, flowers and small shrubs are generally acceptable, and Residents are encouraged to install and maintain same. Planting of trees must have Owner's prior approval.

(3) Resident shall not, unless authorization is given by Owner, remove any plants upon his vacating the Park.

(4) Owner expressly prohibits the use of any manures or odorous chemical fertilizers.

(5) Waterfalls, fountains, ponds or any other body or container of water are strictly prohibited, including wading pools.

(6) Statuary and other forms of decor will be permitted only with Management's written approval.

(7) Some form of planted ground cover, acceptable by Owner, is required. Bare areas are not allowed.

(8) Decorative rock with an underlining of black plastic for weed control may be used by the Resident. No painted, blue or pastel rock is allowed. River rock is preferred. All decorative rock must be washed frequently and additional rock added as necessary, to insure that there is sufficient rock at all times to adequately cover the area over which the rock is spread. Decorative bark or wood chips are not recommended and written permission is required by Owner.

(9) Resident must obtain written permission from Owner to plant a tree on the Homesite. The Owner retains the option to determine the location of and the type of tree which may be planted. Resident is responsible for all tree maintenance and the Resident's failure to do so entitles the Owner to take corrective action and Resident shall reimburse Owner for such maintenance. Owner is responsible for trimming, pruning, and removal of any tree which poses a specific hazard or health and safety violation on a Resident's Homesite, or upon written notice by a Resident. In the case of a dispute between Owner and Resident, the determination of the hazard or violation shall be made by the California Department of Housing and Community Development ("HCD") or local enforcement agency, depending on which governmental agency has jurisdiction. Upon selling the mobilehome, Resident must obtain written acceptance by the purchaser that they will accept the trees as theirs and will maintain them as set forth below in Paragraph 12.D. Large plants and trees may not be planted within five (5) feet of any street, driveway, walkway, patio or other improvements made of concrete or blacktop which might be cracked by roots.

(10) To avoid damage to underground utilities, Resident must have Owner's written consent before digging or driving rods or stakes into the ground. Resident shall bear the cost of repairs to any utilities or Park property damaged by Resident.

(11) The existing drainage pattern and grading of the Homesite may not be changed without Owner's written consent.

D. All landscaping, including, but not limited to shrubs, vines, bushes and lawns, shall be well maintained by Resident. Such maintenance shall include, but not be limited to:

(1) Routine watering. You may not leave hoses or sprinklers running so that water runs into the street or onto a neighbor's property or puddles occur under the mobilehome or on the Homesite.

(2) The frequent, at least twice each month, mowing of any lawns.

(3) Homesite shall be kept free of weeds and debris at all times.

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(4) The routine trimming of all shrubs, vines and bushes in a manner that maintains an attractive appearance, prevents fire hazards, does not encroach on adjoining spaces, does not become excessively high or wide and block a neighbor's view or obscure the street view of persons driving in the Park.

(5) The trimming and maintenance of all trees and shrubs in a manner that prevents them from developing a root structure that causes cracking or buckling or otherwise interferes with the streets, driveways or other Park facilities.

(6) Resident is responsible for the maintenance of all trees located on his/her Homesite. The Resident will not trim trees or shrubs on Park property other than on his or her Homesite without Owner's written consent.

(7) When vacationing or absent for any other reason, it is the responsibility of the Resident to arrange for someone to water and to maintain the Homesite.

E. Resident has an obligation to notify Owner of any danger, hazard or health and safety violation on a Resident's Homesite.

13. GENERAL MAINTENANCE OF HOMESITE.

You are financially responsible and required to maintain, repair and replace as reasonably necessary your mobilehome, keep free of termites and other boring insects, all items attached thereto, all improvements, all accessory structures and the Homesite in good and safe condition and in an aesthetically pleasing condition at all times. This includes, without limitation, the following:

A. Storage. Storage of anything behind or on the outside of the mobilehome is prohibited. This includes, but is not limited to, storage of boxes, trunks, wood, pipe, bottles, gardening equipment, brooms, mops, ironing boards, ladders, paint cans, furniture, appliances or any item which is unsightly in appearance. Nothing other than wheels and hitches may be stored under the mobilehome.

(1) Only outdoor patio furniture and portable barbecues which are approved for use by Owner (such approval shall not be unreasonably withheld) may be used on the patio, porch, yard, or other portions of the Homesite.

(2) No towels, rugs, wearing apparel, or laundry of any description may be hung outside of the mobilehome at any time.

(3) The carport may not be used for storage.

B. Decorations. Christmas decorations and lights may not be put up on your mobilehome or on your Homesite any earlier than Thanksgiving and must be removed no later than January 15. You may not leave lights outside of your mobilehome or on your Homesite all year long. Other seasonal and holiday decorations may not be put up outside of your mobilehome and on your Homesite any earlier than two weeks before the holiday and must be removed within two weeks after the holiday.

C. Windows. All windows must have appropriate treatments, such as proper blinds, shades, drapery, or other covering, which is manufactured for the purpose of such use. Other than screens and shutters, window treatment may not be placed on the exterior of a mobilehome. Substitutes, some examples of which are blankets, sheets, foil, plywood, paper, paint, furniture, or plastic may not be used to cover any window inside or outside of the mobilehome.

D. Dangerous Materials. Anything which creates a threat to health and safety shall not be permitted on the Homesite. No flammable, combustible, or explosive fluid, material, chemical, or substance (except those customarily used for normal household purposes which shall be properly stored within the mobilehome and/or storage building/cabinet) may be stored on the Homesite and then only in quantities reasonably necessary for normal household purposes.

E. Exterior Painting. The exterior paint on Resident's mobilehome, accessory structures and equipment shall be properly maintained. Proper maintenance shall include, but not be limited to the repainting of the exterior whenever the paint begins to fade, peel, flake, chip or deteriorate in any other manner that detracts from the aesthetic beauty of the Park. Written approval must be obtained from Owner prior to any painting. All colors must be approved by Owner. No spray painting will be permitted in the Park.

F. Damage. If any portion of the exterior of the mobilehome or its accessory equipment, structures, or appliances or the Homesite are damaged, the damage must be repaired or replaced within thirty (30) days. This includes, but is not limited to, damage to the siding, awning supports, downspouts, skirting, porch or storage shed. If a Resident's mobilehome or accessory equipment has not been repaired, reconstructed, or restored within a reasonable time after work has been commenced on it, the Resident shall remove such damaged item from the Park at his expense. In the interim, Resident shall continue to be bound to perform all his promises and obligations under this Agreement. If the Resident fails to repair such damage within ten (10) days after Owner gives him written notice to repair the same, the Owner can remove the damaged item and the actual cost of such removal shall be immediately due and payable to Owner by Resident. If such removal includes the removal of the mobilehome, the Agreement under which the Resident occupies the Homesite shall terminate, unless Resident gives Owner sixty (60) days notice.

G. Concrete. All concrete, asphalt and other surfaces shall be kept clean and maintained free of oil and all other sticky or oily substances.

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H. Driveway and Street Area. A Homeowner may be charged for the cost of any damage to the driveway caused by an act of the Homeowner or the breach of the Homeowner's responsibilities under the Park's Rules and Regulations. A Homeowner shall be responsible for the maintenance, repair, replacement, paving, sealing, and the cost related to the maintenance of a Homeowner-installed driveway, including driveways installed by any previous homeowners. Individual driveway maintenance and cleaning shall be Resident's responsibility. Residents shall keep the street area and gutter in front of their Homesite free from debris. Water shall not be used when cleaning off debris from a driveway or the street area in front of the Resident's Homesite.

I. Utility Pedestals. The utility pedestals (water and utility hookups) must be accessible at all times and must be kept free from any landscaping or other obstruction with a minimum of three feet (3') clearance on all sides of the pedestal. If one of the Park's utility shut-off valves is located on Resident's Homesite, it must be kept uncovered and accessible at all times. Resident shall not connect, except through existing electrical or natural gas outlets or water pipes on the Homesite, any apparatus or device for the purposes of using electric current, natural gas, or water. Resident shall not connect to utilities outlets, pipes, or receptacles on Park property or other homesites.

J. Licenses. All mobilehomes within the Park must have a current registration card issued by the appropriate agency of the State of California. Upon its annual renewal, a copy of the registration card for Resident's mobilehome (issued either by the Department of Housing and Community Development or the Department of Motor Vehicles) must be submitted to the Park Manager.

K. Garbage and Trash Disposal.

Each mobilehome must be equipped with a garbage disposal. Bones, corn husks, etc. which cannot be put into the garbage disposal may be placed in trash bags. Resident is responsible for ensuring all of his or her trash is securely sealed inside plastic bags, so as not to attract insects or other pests and placed in the Park's centrally located trash bins provided by Owner. Trash is not to be thrown on the ground next to, or on top of, closed or full trash bin containers nor is any trash to be stored outside of the mobilehome anywhere on Resident's Homesite. Combustible, noxious, or hazardous materials must be removed from the Park and not placed in trash bins. Bringing trash from outside the Park to be disposed of in the trash bins is not permitted. Sanitary and health laws must be obeyed at all times.

(1) Tree trimmings are permitted to be disposed into the trash bin containers if cut into smaller sections so as to allow for other trash.

(2) Trash bins are not to be used for disposal of such items as mattresses, paints, tires, furniture, appliances, vehicle parts, batteries, hazardous waste, rocks, concrete, construction materials, or other similar items. Additionally, materials used in Resident's daily business outside the Park, such as carpentry, roofing, or gardening materials are expressly prohibited from being dumped into the Park's trash bins. If Resident should hire an outside vendor to perform maintenance

on Resident's mobilehome or Homesite, vendor must be informed that the use of Park trash bins is prohibited.

(3) "Scavenging" or rummaging, through the trash bins is not allowed.

L. Drainage. You will be financially responsible for correcting any drainage problems or for any subsequent re-leveling or adjustment required on the mobilehome, other improvements or accessories, which result from drainage problems, soil expansion or contraction, tree roots, pests and/or any other reason. You are also responsible for correcting any drainage problems which existed on your Homesite at the time you purchased your mobilehome or which you caused.

M. Enforcement. In the event the Resident fails to comply with the requirements of this Section, Owner shall have all of the rights and remedies set forth in Section 15 of these Rules and Regulations.

In accordance with Civil Code § 798.36: The Owner may charge a reasonable fee for services relating to the maintenance of the land and premises upon which the mobilehome is situated in the event the Resident fails to maintain such land or premises in accordance with the Rules of the Park after written notification to the Resident and failure of the Resident 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 the Owner if the services are performed by the Owner or its agent.

The Owner is allowed, after giving the 14-day notice, to remove and store a resident's personal property to a billable storage area for 60 days. Resident shall have 60 days to claim the property after which time it will be considered abandoned and may be disposed of by Owner. Resident is responsible for reimbursing to Owner the actual, reasonable costs of removing and storing the property. Owner shall be allowed to dispose of the property prior to the end of the 60 day period if the Resident informs the management, in writing, of his/her intent to abandon the property.

14. USE OF FACILITIES.

Residents and Guests have the right to use the Homesite and Park facilities only if they comply with these Rules and Regulations and the other provisions of the Park's residency documents. Owner will attempt to promptly, equally and impartially obtain the cooperation and compliance of all Residents with respect to the Rules and Regulations and other conditions of residency. Resident recognizes, however, that Owner's ability to obtain compliance is dependent upon a number of factors, including the cooperation of all Residents and their Guests. Resident agrees, therefore, that the enforcement of the Rules and Regulations and conditions of tenancy are a private matter between Owner and each Resident individually. Resident agrees that he is not a third party beneficiary of any other agreement between Owner and any other Resident in this Park.

A. LAUNDRY FACILITIES.

(1) Laundry hours are posted. These facilities will be closed from time to time at Owner's discretion for cleaning and repairs.

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

(3) Guests are not permitted to bring items from outside the Park and use the Park's laundry facilities.

(4) Washing of dishes is not permitted in the laundry area.

(5) Smoking is prohibited in the laundry facilities.

(6) Pets are not allowed in the laundry facilities, with the exception of guide dogs, signal dogs, and other service dogs as defined by Civil Code Section 54.1.

(7) Management is not responsible for articles lost, damaged or stolen in or around the laundry facilities.

(8) Guests may not use the laundry facilities unless they are accompanied by a Resident.

(9) Additional rules and regulations governing the use of the laundry and its facilities are posted and are incorporated herein by reference.

B. RESTROOMS.

Your cooperation in keeping Park restrooms clean is required. All facilities must be left clean after your use and all lights turned off. Smoking is prohibited in the restrooms. Washing of clothes and dishes is not permitted in restrooms.

C. RECREATIONAL FACILITIES.

(1) Recreational facilities are provided for the exclusive use of Residents and their accompanying Guests. All Guests must be accompanied by an adult Resident. Resident is responsible for the conduct of their Guests.

(2) Hours for the recreational facilities and additional rules and regulations governing the use of the recreational facilities are posted in and about the facilities and are incorporated into these Rules and Regulations by reference.

(3) No drinking of alcoholic beverages is allowed in or around the recreation area or building. No glassware or glass containers may be taken into the recreation areas.

(4) No gambling will be permitted at any time.

(5) Persons in swimming suits or trunks, wet or dry, will not be allowed in the clubhouse. Residents must wear a shirt or jacket at all times in the clubhouse and other Park buildings. Footwear must be worn in all Park buildings.

(6) Unreasonably disturbing noise and conduct are not allowed in the recreational areas.

(7) Owner reserves the right to restrict smoking in any portion of the Park's facilities. Smoking is not permitted in and around the indoor recreational areas or within twenty (20) feet of any entrance.

(8) No Resident may have more than two (2) Guests at any time in the recreational facilities of the Park unless permission is granted by Owner.

(9) Any damage done to the recreational facilities will be the responsibility of the Resident.

(10) A Resident wishing to reserve the clubhouse for private parties, meetings or other functions not open to all residents of the Park must apply by making arrangements with Owner two (2) weeks in advance. Should the date not conflict with any other applications, social events or planned use of the facilities, and upon written approval by the Owner, the request may be granted. During such a scheduled event or party, the reserved clubhouse facilities will not be available to other Residents and their Guests. There will be no charge for the use of the clubhouse; however, Resident will be required to pay a $100.00 deposit. This deposit will be applied to the costs of any additional cleaning that may be necessary after the function or to any damage that may occur. Only non-alcoholic beverages may be served at the function. Functions are limited to five (5) hours in duration and must end, and the clubhouse cleaned and vacated by 9:00 p.m. Live music may be allowed, which includes a disc jockey (D.J.), alternatively, a sound system may be utilized as long as no more than two (2) speakers are used, and speakers may not be over 24" in height. Moreover, the power output of the sound system may not be so loud so as to create a disturbance to other Residents in the Park. In the event Park Management receives two or more complaints during any one function that the noise level is too loud, the function shall be immediately terminated. Those scheduling the function will be responsible for providing for an approved security guard service and normal cleanup immediately after the event or party. All such functions must be carried on in full compliance with

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these Rules and Regulations and the other residency documents of the Park. Resident will, therefore, be required to provide Owner with information relating to the function so that Owner may evaluate the function. Party guests are not allowed to use the billiard or card rooms, unless reserved. Private parties are not allowed in the swimming pool area.

(11) No one may put their feet against the wall, windows, or tables within the recreational facility. No one may lean in chairs against the same.

(12) Pets are not allowed in the clubhouse, laundry or any recreational area of the Park at any time, with the exception of guide dogs, signal dogs, and other service dogs as defined by Civil Code Section 54.1.

(13) Facilities may closed from time to time for cleaning and maintenance.

(14) Management is not responsible for articles lost, damaged or stolen in or around the recreational facilities.

(15) Guests and children must be accompanied by a Resident at all times while using the recreational facilities.

(16) Rules regarding Recreational Facilities may be subject to change with 60 days notice to Resident pursuant to Civil Code § 798.25(b).

D. SWIMMING POOL/SPA.

(1) Persons using the swimming pool must do so at their own risk. THERE IS NO LIFEGUARD ON DUTY.

(2) Swimming pool/spa hours are as posted.

(3) All guests must be accompanied by a Resident. Residents are responsible for the conduct of their Guests.

(4) Each Resident may have up to two Guests per Homesite.

(5) No one with a skin disease or open wound will be permitted in the swimming pool.

(6) All persons must shower before using the pool or spa.

(7) Swim fins, diving masks, rubber floats, wet suits, rubber and plastic balls and toys and the like are not permitted to be used while others are using the pool. Flotation devices worn on childrens' arms or waists for protective purposes are allowed, along with swimming goggles.

(8) Only manufactured swimwear in good condition may be used. No t-shirts, cutoffs or other similar "homemade" swimwear is permitted.

(9) All persons who are incontinent or who are not "potty trained" must be clad in swim diaper and plastic pants, etc. Any person currently having diarrhea or who had active diarrhea in the previous 14 days shall not be permitted to enter the pool water.

(10) Screaming, running, pushing, jumping, diving, horseplay and loud noises are not allowed in the swimming pool/spa area.

(11) Bikes, skates, skateboards, rollerblades and scooters are not allowed in the pool/spa area.

(12) Pets are not allowed in the pool or spa or pool/spa area at any time.

(13) No radios, CD players, boom boxes or other musical instruments and devices may be used in or around the pool/spa area. (With the exception of those devices with individual earphones for your own personal enjoyment that others cannot hear.)

(14) For protection of deck furniture, please place towels over chairs when using suntan oil, creams, or lotions. No person may enter the swimming pool/spa with suntan oil or suntan products on his/her body.

(15) Owner reserves the right to limit the use of the pool and spa at any time and to restrict use of the pool and spa by anyone.

(16) Food and beverages including alcoholic beverages are not permitted in the pool/spa area. Smoking is prohibited in the swimming pool and spa and in the pool or spa area. Food and beverages are allowed in adjacent picnic areas. Smoking is not allowed in the adjacent picnic areas.

(17) Glassware or glass containers of any kind are not allowed in the pool/spa area.

(18) Hairpins, clips and other such items are not allowed in the pool/spa.

(19) Shoes or sandals must be worn to and from the pool/spa area at all times.

(20) Management is not responsible for articles lost, damaged or stolen in or around the pool/spa area.

(21) Additional pool/spa rules are posted in the pool/spa area and are incorporated herein by this reference.

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E. LAKES.

Catch and release fishing is allowed in Lakes by Residents and their Guests. Guests must be accompanied by Residents. No fishing activity can occur within six feet (6') of any homesite, unless by the Resident of that homesite.

15. APPLICABILITY OF RULES AND REGULATIONS.

In the event there is a violation of these Rules and Regulations:

A. Unless otherwise provided by the Mobilehome Residency Law, the Owner shall notify the Resident of the violation by either hand delivering the notice to the Resident or placing the notice in the United States mail via certified mail, return receipt requested. The failure by the Owner to provide such notice shall not constitute a waiver of any of the rights and remedies of the Owner under applicable law or of the provisions of these Rules and Regulations. The Owner shall have the right at any time once a Rules and Regulation violation occurs to provide such notice. Resident shall not rely upon the Owner's failure to provide such notice in taking any action or not taking any action.

B. The Resident shall either immediately cease the violation of the Rules and Regulations or provide Owner with a written explanation stating why the Resident is not in violation of the Rules and Regulations. In the event such explanation is not delivered to Owner within five days of the sending of notice of the violation by the Owner, Resident shall be deemed to have agreed that a violation has occurred.

C. The Owner shall have remedies, including, but not limited to the following:

(1) The termination of the tenancy of the Resident pursuant to Civil Code Section 798.56;

(2) The obtaining of an injunction enjoining the violation pursuant to Civil Code Section 798.88;

(3) The placing of a lien against the mobilehome affixed to the Homesite rented by the Residents, in the amount of any damage suffered or incurred by the Park, related to or arising from the violation of the Rules and Regulations, including, but not limited to all attorneys fees and out-of-pocket costs incurred by the Owner in enforcing the Rules and Regulations. The execution of these Rules and Regulations or the Rental Agreement to which these Rules and Regulations may be attached shall constitute the consent of the Resident to the placing of such lien under Section 798.40 of the Mobilehome Residency Law.

16. ENTRY UPON RESIDENT'S HOMESITE.

The Owner shall have a right of entry upon the Homesite for maintenance of utilities, for maintenance of the Homesite where the Resident fails to maintain the Homesite in accordance with the Rules and Regulations, for the protection of the Park at any reasonable time and the enforcement of any provision of these Rules and Regulations, but Owner may not do so in a manner or at a time which would interfere with the Resident's quiet enjoyment. Owner shall only enter the Homesite between the hours of 9 a.m. and 5 p.m., unless it is an emergency. Such entry shall not be deemed to interfere with the Resident's quiet enjoyment. The Owner may enter a mobilehome without the prior written consent of the Resident in the case of an emergency or when the Resident has abandoned the mobilehome.

17. PARKING.

A. Only passenger cars up to a total of 2, may be parked in Resident's driveway so long as no part of any of the vehicles extends to within 1 foot of the edge of the street or curb or past the paved area at the rear of the driveway. There is no parking on any unpaved areas. All other vehicles must be parked in the reserved (paid) storage area for recreational vehicles or outside of the Park. Vehicles extending past the driveway or parked anywhere other than the driveway will be subject to towing. Guests may only bring passenger cars into the Park.

B. The term "passenger cars" specifically includes those vehicles commonly referred to as sports cars, coupes, sedans, and station wagons and specifically excludes vehicles included within the definition of "other vehicles."

C. The term "other vehicles" includes pickup trucks over three-quarter (3/4) ton, campers, vans, buses, trucks and other commercial vehicles of every kind and description, boats, trailers (except the mobilehome occupied by Resident), "RV's", dune buggies, minibikes, "ATVs" and other two and three wheeled motorized or self-propelled transportation.

D. If used by Resident on a daily basis, a pickup truck or van may, however, be substituted for one of the two permitted passenger cars, and the truck may be equipped with a camper body or shell. The pickup truck or van may not, without Owner's consent, be substituted for one of the two passenger cars if it is equipped with exterior racks, storage containers or compartments or other similar devices or contains tools or equipment which are (i) mounted on the outside of the vehicle or (ii) are otherwise visible from the street or adjacent mobilehomes.

E. Parking is permitted only in designated areas unless otherwise posted or permitted by these Rules and Regulations. Parking is not permitted on vacant Homesites. Neither the Resident's nor the Guest's vehicles may be parked on landscaped areas of Homesites. Areas that are or have been designated as landscaped areas may not be converted into driveway areas. Day parking in the streets other than for short visits is not allowed except to load and unload a vehicle, or for emergencies. Overnight parking is prohibited.

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F. Day parking is permitted on any street within the Park except in red zones.

G. Registered Guests may only park in reserved clubhouse with Owner permit parking spaces or in the host Resident's assigned parking space. Because of the limited parking facilities, traffic congestion and noise, Owner reserves the right to restrict the number of Guests bringing automobiles or other vehicles into the Park.

H. No automobile may be "stored" in the Park. "Storage" shall include, but not be limited to the parking of an inoperative vehicle for a period exceeding two (2) weeks, the parking of an operative vehicle that is not used for a period exceeding two (2) weeks or the parking of more than one vehicle for the purpose of selling those vehicles as part of a commercial activity. However, Residents may leave their vehicle in their parking space when on vacation. The selling of any vehicle as part of a commercial activity is prohibited within the Park. Based on availability, residents may park operational and currently registered vehicles in paid space in the RV storage area.

I. There is no parking of RVs, buses, trailers, boats, campers, or trucks larger than a pickup permitted in the driveways or anywhere in the Park. Residents may park their RVs, buses, trailers, campers, boats and large trucks in the RV parking area for a fee per month per space based on the size of the vehicle. A limited number of parking spaces are available and are on a first come first serve basis.

J. Parking of any automobile or other vehicle of any kind in any other place at the Homesite other than in the carport of the mobilehome site is not permitted. Homeowner(s) specifically authorize The Lakes at Hemet West to tow away any vehicle parked anywhere upon the Homesite other than the carport side of the mobilehome, at the Homeowner(s) expense, and specifically waive any injury or damage to the vehicle while it is towed.

K. If used on a daily basis, no more than one (1) motorcycle may be parked in Resident's parking space. The permission to park a motorcycle does not relieve Resident of the obligation to conform to all other rules and regulations relating to motorcycles. Motorcycle engines must not be excessively loud and must have a muffler.

L. Semi-trucks “big rigs” (with or without trailers) may not be parked in the Park.

M. Golf carts and motorcycles may not be parked on sidewalks or parked so that they block any stairs within the Park.

18. MOTOR VEHICLES AND BICYCLES.

A. No maintenance, repair or other work of any kind on any vehicle, boat or trailer (other than the mobilehome which Resident resides in) may be done on the Homesite, or anywhere in the Park, without Owner's written consent. This includes, but is not limited to the changing of oil.

B. No vehicle leaking oil or other substances or fluids shall be allowed in the Park. Any car dripping oil or gasoline must be repaired immediately.

C. Cars may only be washed in the area(s) designated for car washing and abide by all standards for water conservation and use.

D. Vehicles are not permitted in the Park if they are not regularly maintained in normal operating condition and are not neat and clean in appearance. This includes, but is not limited to vehicles whose exterior appearance has deteriorated to a point where they are unsightly and detract from the appearance of the Park, or vehicles which contain unsightly loads that are visible to other persons.

E. For the safety of Park residents and their Guests, no vehicle may be driven in an unsafe manner. All traffic signs must be obeyed.

F. Excessively noisy vehicles are not permitted in the Park. No dirt bikes or loud, off-road vehicles are permitted to be driven within the Park.

G. Car stereos and hands-free phone microphones must be turned down while leaving and entering the Park.

H. Sleeping in vehicles is not permitted.

I. No vehicle may be operated in the Park by any person who is not properly licensed. All vehicles operated within the Park must be registered and display current registration tags and be licensed for street usage.

J. Golf carts and bicycles must obey the same traffic regulations as cars. Bicycle riders must obey all applicable local, state and federal rules and regulations. Bicycles may only be driven on the roadways and not on sidewalks, grass, vacant homesites or any other paved area. Bicycles must be equipped with a light on the front and a reflector in the rear if driven at dusk or at night. Helmet laws must be obeyed while riding a bicycle.

K. Motorcycles, motor scooters, minibikes, mopeds or other two and three wheel motorized vehicles entering or leaving the Park must be driven by the most direct route between the Park's entrance and the Resident's home and may not otherwise be driven on any other street in the Park. All such vehicles shall be equipped with mufflers or other necessary noise suppressing

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devices. Furthermore, all such vehicles shall be licensed, street legal and driven by a licensed driver only.

L. All Residents are required to register their vehicles with Park Management.

M. Gate Entry: the entrance gate is guarded 24/7 and has two entry lanes; one for residents only and one for guests. Only residents are provided entry codes, devices or stickers. All others must use the guest lane and comply with the posted entry rules. Residents must notify guard of guest arrivals. Entry passes may be issued for recurring guests to aid in entry.

19. CONDUCT.

A. Actions by any person of any nature which may be dangerous or may create a health and safety problem or disturb others are not permitted. This includes, but is not limited to any violation of any law, including, but not limited to violations of any infraction, misdemeanor or felony, any unusual, disturbing or excessive noise, intoxication, quarreling, threatening, fighting, immoral or illegal conduct, profanity, or rude, boisterous, objectionable or abusive language or conduct. The use or display of any weapon, including, but not limited to a bow and arrow, BB guns, knives, fireworks and guns are expressly forbidden. Persons under the influence of alcohol or any other substance shall not be permitted in any area of the Park which is generally open to Residents and their Guests.

B. Residents shall not engage in, facilitate, or allow any criminal activity in the Park, including illegal drug-related activity. Drug-related activity includes, but is not limited to, the illegal manufacture, sale, distribution, use, storage or possession of a controlled substance

C. Radios, televisions, stereos, record players, CD players, boom boxes, musical instruments and other devices must be used so as not to disturb others. No radios, televisions, record players, CD players, boom boxes, musical instruments, or other electronic devices which can be heard outside of Resident's mobilehome, may be operated between the hours of 10:00 p.m. and 8:00 a.m. "Ham" or "CB" radios or other radio transmitters may not be operated in the Park (except for emergency or special health and safety purposes).

D. Residents and their Guests must refrain from causing and/or creating unreasonably disturbing noise and/or activities. Resident must acquaint all Guests and all occupants of the mobilehome with the Park's Rules and Regulations. Resident is personally responsible for all the actions and conduct of his or her Guests. Guests are not permitted in the clubhouse or in common areas unless accompanied by their Resident host.

E. Residents and their Guests shall not encroach or trespass on any Resident's Homesite or upon any area which is not open for general use by Residents and their Guests. All Park property which is not for the use of Residents and their Guests, including, but not limited to gas, electric, water and sewer connections and other equipment connected with utility services and tools and

equipment of Owner or their contractors, shall not be used, tampered with or interfered with in any way by Resident and/or their Guests.

F. Except for barbecues approved for use by Owner or fireplaces and other appliances installed in a Resident's mobilehome, no fires are permitted.

G. The setting off of fireworks is expressly prohibited in the Park.

H. Baseball, football, or ball throwing of any kind is prohibited within the Park, including the Resident's Homesite.

I. Basketball hoops may not be installed on the mobilehome. Rolling, portable-type basketball hoops are prohibited in the Park.

J. Skateboards, rollerblades, skates and scooters are prohibited in the Park. Playing in the streets is strictly prohibited. Remote control toys and other similar things may not be used in the streets of the Park.

K. Non-motorized Razor-type scooters are strictly prohibited in the Park.

L. Grocery store/drugstore shopping carts are not permitted in the Park.

M. Garage sales, patio sales and/or yard sales are expressly prohibited, unless Park sponsored. One Owner-approved estate or moving sale may be allowed when the Resident or Resident's heirs are vacating the mobilehome. Attendees will be Guests of Resident and must follow all Park Rules and Regulations.

N. The mobilehome and Homesite shall be used only for private residential purposes and no business or commercial activity of any nature shall be conducted thereon. This prohibition applies to any commercial or business activity, including, but not limited to the following:

(1) Any activity requiring the issuance of a business license or permit by any governmental or licensing agency.

(2) The sale, leasing, subleasing, or exchange of mobilehomes other than the Resident's own mobilehome.

O. The violation of any law or ordinance of the city, county, state or federal government will not be tolerated. No acts or demeanor shall be permitted which would place the Owner in violation of any law or ordinance.

20. PROHIBITION AGAINST WASTE, NUISANCE AND UNREASONABLE ANNOYANCE.

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

21. MAIL.

A. Mail will be delivered by the United States Postal Service to mail boxes located within the Park. No painting of or additions to the mailbox are to be made; only Resident's name and address may be affixed as directed by the Park.

B. Resident should arrange with United Parcel Service, Federal Express or any other parcel delivery company to make all deliveries to Resident's Homesite, not to the Management Office or gate guard.

22. LIMITATIONS ON ELECTRICAL SERVICE AND RESIDENTS' RESPONSIBILITIES TO ENSURE THAT MOBILEHOME/ETC., ARE COMPATIBLE.

You are responsible for making sure that your mobilehome and all appliances and equipment in your mobilehome are compatible with the electric service and capacity now available, and Owner shall have no liability or responsibility to you if the available electrical supply is incompatible. You agree not to install electrical appliances which will use energy in excess of the electrical service and capacity available to your Homesite. You also agree that you will not attempt to increase the electrical service and capacity of your Homesite by installing any device or doing anything else unless you have received our prior written permission. If your electrical demands exceed the capability of the Park, or are otherwise inconsistent with the capabilities of the Park, you will correct the situation to our satisfaction within seven (7) days. As the amount of such electrical service and capacity will affect your ability to have electrical appliances, you must determine in advance from Owner in writing the amount of electrical service and capacity available to your Homesite and ensure that your mobilehome and all appliances and equipment in it are compatible with that service and capacity. Because the Park's electrical service delivery system is subject to minor momentary and transient voltage surges, fluctuations and disruptions, which may occur in the normal operation of the Park's electrical system and which are beyond the control of the Park, Resident is responsible for installing and maintaining at their own expense, any auxiliary protective devices on the load side of the service delivery point needed to protect the electrical equipment from voltage surges, fluctuations and disruptions.

Homeowner's Initials Homeowner's Initials

23. RIGHTS OF OWNER.

The Park is private property and Owner reserves the right to refuse admittance to anyone, and to prevent trespassing at all times. Owner may amend these rules at any time with the consent of each Resident with whom these rules shall be binding or upon written notice to Resident of not less than six (6) months, regardless of Resident's consent.

24. ADVERTISEMENTS.

The Park Bulletin Board may be used by a Resident for no longer than fourteen (14) days to advertise the sale of a specific item or items.

All exterior signs and advertising flags, including, but not limited to for sale signs and estate sale signs, are prohibited except as permitted herein. Any advertisement giving the Park's address must be cleared with the Owner in advance of advertisement.

A Resident may place a sign in the window of the mobilehome, on the side of the mobilehome facing the street, or by a sign in front of the mobilehome facing the street, stating that the mobilehome is for sale. Any Resident also may display a sign conforming to these requirements indicating that the mobilehome is on display for an "open house." The sign shall state the name, address, and telephone number of the owner of the mobilehome or his or her agent and the sign face shall not exceed 24 inches in width and 18 inches in height. Signs posted in front of a mobilehome pursuant to this section may be of an H-frame or A-frame design with the sign face perpendicular to, but not extending into, the street. Homeowners may attach to the sign or holders for leaflets which provide information on the mobilehome for sale or exchange.

A Resident may place a flag or sign relating to a candidate for election to public office, or to initiative, referendum, or recall processes in the window or on the side of the mobilehome or within the mobilehome site. The sign or flag may not exceed six square feet and may not be displayed in excess of a period of time from 60 days prior to an election or event to 15 days following the election, but not to exceed 60 days.

25. PETS.

A. Resident shall be allowed to keep a pet at the Homesite. Resident must obtain written permission in advance from the Owner. Photos may be required. Owner reserves the right to deny you a pet if the proposed pet appears to present a threat to the health and safety or the general welfare of the Park or its residents. Should you lose your pet or should it die, you must obtain written permission from Owner before acquiring a new pet.

B. Pets permitted in the Park are defined as a house pet that spends its primary existence within the mobilehome. A pet is defined as one domesticated bird, one cat, one small dog, or fish kept within an aquarium, or other animal as agreed to by the Owner in writing. Except for fish and caged birds, no more than 2 pets will be allowed per mobilehome.

(1) Pitbulls, Dobermans, Chow Chow, Rottweillers, Wolf Hybrid or any other "attack" dogs are strictly prohibited.

(2) Non-house pets are prohibited under any circumstances. Strange and exotic pets are not permitted.

(3) Birds must be kept within the mobilehome and must be restricted to the type of birds generally kept as house pets such as parakeets, canaries, finches or parrots.

(4) Farm animals (chickens, etc.) are strictly prohibited.

(5) All pets must be fed inside the mobilehome. Outdoor feeding of any dogs, cats, birds, including stray or wild animals, is strictly prohibited.

C. If any of the rules regarding pets are violated, and such violation is noted by the Owner or a valid complaint is made by another Resident, the Resident owner of the pet will receive an official notice in writing stating that the right to keep a pet within the Park is terminated.

D. The following rules must be strictly followed by pet, service and emotional support animal owners:

(1) Dogs and cats must be spayed or neutered. Each pet must be inoculated and licensed in accordance with local law and kept up to date. Evidence of such licensure and inoculation must be submitted by you to Owner within seven (7) days after request for same. All state and local laws will apply in the Park, including, but not limited to, leash laws. The litter of any dog or cat that has not been neutered or spayed, must be removed from the Park within twelve (12) weeks after birth. The dog or cat must then be neutered or spayed or removed from the Park.

(2) Pets must be on a leash when outside of the mobilehome. Pets may be walked on the Park streets provided that they are leashed and pet owners immediately pick up any excrement deposited on the street or common areas of the Park by the pet. Pets are not allowed on golf course, walking trails, recreational facilities, or communal facilities. Do not allow your pet to trespass upon other Residents' homesites. Resident pet owner is responsible for any damages caused by their pet. Pets running loose in the Park will be taken to, or reported to, Animal Control. Recurring violations of this rule will lead to the removal of the pet from the Park.

(3) Pets will not be allowed to cause any disturbance which might annoy neighbors, including, but not limited to, howling, barking, biting, scratching, or any other unusual

noises or damage. Management may, with or without cause and in Management's sole and absolute discretion, notify a Resident to immediately and permanently remove a pet from the Park if the pet exhibits any aggressive behavior including, but not limited to, biting, stalking, charging, chasing, attacking, or otherwise threatening to attack or harm someone. Under no condition are pets to invade the privacy of any other Resident's Homesite, flower beds, shrubs, etc.

(4) If your pet is allowed to exercise in your yard or elsewhere, all pet excrement must be immediately picked up, wrapped in paper and placed in the trash. If a Resident's yard is not kept clean and free of pet feces, the Resident is subject to termination of the right to keep a pet, due to the significant health and safety issues caused by the accumulation of feces and the substantial annoyance caused to other Residents

(5) Guests are not permitted to bring any pet into the Park, except for guide dogs, signal dogs, and other service dogs, as defined in Civil Code §54.1.

(6) No exterior housing for pets is permitted in the Park. This includes, but is not limited to, any type of confining barricade, cage, or structure.

(7) Tying of pets outside the mobilehome and/or leaving them unattended outside, including in a barricade, cage or structure, is prohibited.

E. If you and/or your pet do not comply fully with each of these rules, Owner may, in Owner's sole discretion, revoke approval of the pet and require that the pet be permanently removed from the Park. The pet may also be taken to the animal shelter or other similar facility.

26. ZONING AND CONDITIONAL USE PERMIT INFORMATION.

A. The nature of the zoning under which the Park operates is as follows: R3

B. The date of expiration or renewal of any conditional use or other permits required to operate the Park which are subject to expiration or renewal is as follows: None

C. The duration of any agreement of the Park or any portion thereof in which Owner is a Lessee is as follows: None

D. If a change occurs concerning the zoning permit under which the Park operates or an agreement in which Owner is a Lessee, all Residents shall be given written notice within thirty (30) days of such change.

27. ENVIRONMENTAL PROTECTION.

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

28. FIXTURES.

All landscaping and structures or other improvements permanently attached to or embedded in the ground shall become a part of the realty upon their installation and belong to Owner. Such landscaping and structures will not tie into any Park utilities, landscaping, and structures. Upon Resident vacating the Homesite, such improvements shall remain upon and be surrendered with the Homesite. Owner may, however, at its sole option, permit or require Resident to remove, at Resident's own expense, said improvements. Resident shall repair any damage to the Homesite caused by the removal, including, but not limited to, the filling in and leveling of holes or depressions and shall leave the Homesite in a neat and uncluttered condition with the Park's original engineered grade intact.

29. LOT LINES AND LOT LINE MARKERS.

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

Homeowner's Initials _____ Homeowner's Initials _____

This use of the encroached-upon area will not, however, affect the location of the lot line markers. You shall maintain your lot line markers as they currently exist and you will promptly notify us if your lot line markers are lost, moved or destroyed. You agree to indemnify and hold harmless Owner and its agents, employees, representatives, assigns, successors and attorneys 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 event that your lot line markers are lost, moved or destroyed. Resident shall not install any new structure or landscaping that encroaches on an adjoining space. Resident shall not replace any encroaching landscaping or structures with new landscaping or structures unless Resident obtains written approval from Owner.

30. SOLICITATION.

Throw-away newspapers, distribution of handbills and door-to-door selling or solicitation are not permitted without Owner's consent. All sales people must make individual appointments with the Resident concerned or interested.

31. PARK OFFICE HOURS, COMPLAINTS & EMERGENCIES.

Except in an emergency, please do not telephone or contact the Owner or Park Management after normal business hours. Unless otherwise indicated, all business is conducted during the office hours of 8:00 a.m. to 4:00 p.m. Monday through Friday and 10:00 a.m. to 4:00 p.m. Saturday and Sunday. The Park's office phone is for business and emergency use only. Except for emergencies, all complaints must be in writing and signed by the person making the complaint and submitted to: The Lakes at Hemet West General Manager, 5001 West Florida Avenue, Hemet, CA 92545.

32. REVISIONS OF RULES.

Owner reserves the right to add to, delete, amend, and revise these Rules and Regulations from time to time, as well as additional rules and regulations and hours posted in and about the recreational facilities, as provided in Section 798.25 of the California Civil Code. This set of Rules and Regulations supersedes all existing Rules and Regulations.

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

If you violate any of the Owner's Rules and Regulations, and Owner fails to exercise any of its rights under the Owner's Rules or under applicable laws, Owner's failure shall not waive or otherwise excuse that violation, or any other violation. If any term or provision of these Rules is invalid, or partially invalid, such invalidity shall not affect the validity of any other term or provision of these Rules. These are the Rules and Regulations of the Owner and, when effective, these Rules supersede all previous Rules of the Owner and supersede all prior oral representations concerning these Rules (whether made by Owner or others), and cannot be amended except by a written notice of amendment to the Rules and Regulations. These Rules do not create any additional rights or remedies on behalf of Homeowners but are intended to govern conduct in the Park and with respect to the use of Park facilities. These Rules also incorporate by reference other Rules concerning use of Park facilities which are currently posted throughout the common areas of the Park.

34. PARAGRAPH HEADINGS.

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

35. NOTICES

All notices to be delivered hereunder shall be deemed to be delivered either upon effecting personal delivery upon the person to receive the notice or upon placing the notice in the United States mail to the address of the Resident's Homesite (if to the Resident) or to the office of the Owner located in the Park (if to the Owner).

36. INDEMNIFICATION.

Resident shall protect, indemnify and hold Owner, its directors, officers, members/partners, employees, shareholders and agents, and any successor to Owner's interest in the Park, and any other person who acquires any interest in the Park harmless from and against any and all actual or potential claims, liabilities, damages, losses, fines, penalties, judgments, awards, costs and expenses (including, without limitation, reasonable attorneys' fees and costs) which arise out of or relate in any way to any action or conduct of Resident and/or his/her/their Guest.

_____
Resident's Initials

By affixing their signature below the Owner and Resident agree that these Rules and Regulations shall be a binding agreement and each agrees to comply with the foregoing provisions. Resident(s) agree that he/she/they has/have had the opportunity to read these Rules and Regulations and the opportunity to discuss them with an attorney and any other advisor Resident(s) might choose to select.

OWNER

THE LAKES AT HEMET WEST

By: _____

Title: _____

Date: _____

RESIDENT

_____
[Signature]

_____
[Print Name]

Date: _____

Space # _____

_____
[Signature]

_____
[Print Name]

Date: _____

Space # _____

_____ _____
Homeowner's Initials Homeowner's Initials