RULES AND REGULATIONS
OF
Indian Canyon Mobile Home Park

Adopted on:
September 13, 2021

Equal Housing Opportunity

We do business in accordance with
the Federal Housing Law



It is illegal to discriminate against any person
Because of race, color, religion, sex,
handicap, familial status, or national origin

Indian Canyon Mobile Home Park
17069 N Indian Canyon Dr
North Palm Springs, CA 92558
(760)329-5657

1. INTRODUCTION

These Rules and Regulations have been developed as a basis for good relations within ***Indian Canyon Mobile Home Park***. Because this is a mobile home community, 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. The spirit behind these Rules and Regulations is the Golden Rule: "Do unto others as you would have others do unto you." We trust we will have your complete cooperation not only to keep the Park standards high and to maintain a happy and friendly atmosphere, but also to assure each Resident a maximum of convenience and comfort.

The following Rules and Regulations are a part of your rental agreement. Please read the Rules and Regulations carefully and keep them on files as they constitute a binding agreement between you and the Park Management. Furthermore, the regulations contained in these Rules and Regulations will apply to any legal owner, registered owner, junior lien holder, heir, joint tenant, guests, visitors, caregivers, and other members in the household or personal representative of the estate of a Resident or any other person or party who gains ownership of Resident's mobile home pursuant to the Mobile Home Residency Law or other California Law. The Park Management will interpret and enforce these Rules and Regulations in a reasonable manner.

2. COMMUNITY STATUS

____X____ Park is a family community open to all persons regardless of their age, race, color, religion, sex, national origin, disability, familial status, ancestry, marital status, or sexual orientation.

_____ Park is a senior community with a minimum age requirement of fifty-five (55) years of age or older regardless of their race, color, religion, sex, national origin, disability, familial status, ancestry, marital status, or sexual orientation.

3. DEFINITIONS

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

A. "Guests" includes all of Resident's agents, employees, persons sharing the Homesite pursuant to Civil Code §§ 798.34. "Guests" also include any Residents who are not Homeowners.
B. "Owner" includes, but is not limited to, the owners of the Park (including the owner's partners, directors, representative officers, employees, and agents) and the management of the Park (herein referred to as the "Park Management"
C. "Park" means ***Indian Canyon Mobile Home Park***.
D. "Park Facilities" means those services and facilities of the Park generally available to Residents and their Guests.
E. "Park Management's approval" or "approval of Park Management," "Park Management's consent" or consent of "Park Management" or other similar terms used in these Rules and Regulations or in other documents referred to in these Rules and Regulations, means that the Park Management's prior written approval must have been obtained by Resident before Resident commences any such actions requiring Park Management's approval. If Park Management's prior written approval is required, Resident shall

submit a written request to Park Management which describes the action Resident Proposed to take and requests Park Management to give prior written approval.

F. "Resident" is a homeowner or other person who lawfully occupies a mobile home and has a tenancy in the park under a rental agreement as defined under the Mobile Home Residency Law. A prospective homeowner, purchaser, or those persons listed on the last page of the rental agreement as "Homeowner" who have not been approved for tenancy by the Owner and have not closed escrow on the mobile home occupying the Homesite shall not be deemed a "Resident".

G. "Unlawful Occupant" refers to a person who does not have a written agreement with the Management to occupy the space and does not currently have the right to occupy the space as a guest.

4. COMPLIANCE WITH LAW AND RULES AND REGULATIONS

A. 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.

B. Resident agreed to abide and conform with all applicable laws and ordinances, all terms and conditions of these Rules and Regulations, all rules, regulations, terms and provisions as may, from time to time, be amended, modified or otherwise changed by Owner.

C. Park Management will attempt to promptly, equally and impartially obtain the cooperation and compliance of all Residents with respect of the Rules and Regulations and other conditions of Residency. Resident recognizes, however, the Park Management'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 Park Management and each Resident individually. Resident agrees that he or she is not a third-party beneficiary of any other agreement between Owner/ Park Management and any other Resident in this Park.

D. Resident must recognize that Park Management will not be responsible to Resident for normal, day-to-day disturbances that may result from the close proximity of other Residents and persons within the Park. Park Management will not be liable to Resident for monitoring each routing disturbance, disagreement or minor problem that may occur between neighbors. If Resident is unreasonably disturbed or bothered by the activity of another Resident or the Guest of another Resident, Resident should attempt to reasonably resolve any such problem with the other party.

E. Any violation of the Rules and Regulations shall be deemed a public nuisance. Resident agrees that a breach of any of the Rules and Regulations cannot reasonably or adequately be compensated in damages in an action of law and, therefore, Owner shall be entitled to injunctive relief including, but not limited to restraining Resident from continuing to breach any such Rules and Regulations, term, or condition, or to allow a condition in violation of a rule or regulation, term or condition to exist or continue to exist.

5. PARK PERSONNEL

Owner shall be represented by Park Management, including a Resident Manager, who is vested with all the legal right and authority to enforce the Rules and Regulations on behalf of the Park's Owner.

6. GUEST

A. Except under the special circumstance set forth on the Mobile Home Residency Law, guests who 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"), may be charged a guest fee in accordance with the rental agreement for each month following the expiration of such grace.

B. Guest Agreements for Extended Visits Guests must enter into an agreement with Park management if they stay more than a total of 20 consecutive days or 30 days in a calendar year. The agreement may be terminated at any time with or without cause, subject only to the provisions of the Mobilehome Residency Law pertaining to guests. Park management will deny or revoke permission for an extended visit from guests who have violated Park rules. Guests will not have or acquire any rights of tenancy.

C. Residents shall acquaint all guests and visitors with the conditions of tenancy of the Park including the Park's Rules. Residents are personally responsible for all the conduct of their guests and visitors including any property damage, nuisance, or physical injury caused by their guests or visitors. Any conduct of Residents' guests and visitors that violates the Park rules will provide grounds for termination of Residents' tenancy.

D. Park Management reserves the right to determine whether the Park's recreational and other facilities can accommodate all the Residents and their Guests; therefore, Park Management may refuse any Guest access to said facilities if the Guest's presence would unreasonably detract from the use and enjoyment of these facilities by other Residents and Guests who are then using the Park Facilities.

E. A Guest is permitted to use the recreational facilities only while accompanied by a Resident.

F. If Resident will not be present, then no Guests may occupy or otherwise use Resident's mobile home without Park Management's consent.

7. MOBILE HOME OCCUPANCY

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

B. At all times, at least one person who regularly occupies the mobile home must be the registered owner of the mobile home.

C. Guests. No more than 2 guests may stay in any mobilehome at the same time. Guests may not occupy the mobilehome for more than 20 consecutive days or 30 days in a calendar year without registering with the Park management. This time may be extended only with the written permission of the Park manager and in accordance with the rules concerning guests above.

8. MOBILE HOME STANDARDS

Installation of any new accessory equipment or structures requires written Park approval, even if the structure is being installed to replace an existing structure. Lots on corner spaces and in unique locations may be subject to special requirements. Residents are encouraged to discuss their plans with Park management before preparing the written plan for approval. The Park manager is not qualified to advise Residents of legal requirements under state or local law, although any approval by Park management is conditioned on compliance with all applicable laws, regulations, and permit requirements. Residents have

the responsibility of complying with any legal requirements that may apply as well as with the Park rules. Residents may therefore be required to remove, at their expense, a structure that is not in compliance with the law, or correct violations, notwithstanding Park approval.

A. Mobile homes. To ensure architectural compatibility, construction and installation standards, all incoming mobile home must be in good condition, must be approved by Park Management, and must have detachable hitches. Furthermore, Resident is responsible for determining that Resident's mobile home (as well as all appliances and additional equipment used on or at the Homesite) is compatible with the electrical service of the Park. The park has a maximum *100-amps* amp electrical service per unit. Installation of electrical appliances requires prior written approval from Park Management.

B. Mobile home Sizes. All mobile homes in the Park shall conform in size to the requirements of the Homesite on which they are placed as established by Park Management. Placement of mobile homes shall be determined by Park Management.

C. Accessory Equipment and Structures. The installation of all appliances, accessory equipment and structures on incoming mobile home by Resident shall be completed within sixty (60) days of the date Resident signs the Park's rental agreement or first occupies the Homesite, whichever is earlier.

1. Building permits, license 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, stare and local laws and ordinances, including, but not limited to Title 25 of the California Code of Regulations.

2. 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 Park Management's approval a written plan describing in detail the accessory equipment and structures which Resident proposed to install or change. Such plot plan must include, but may not be limited to, dimensions of mobile home, placement of mobile home on the Homesite, and proposed placement of accessory equipment in relation to lot lines and all other structures.

3. Only accessory equipment and structures which are prefabricated or otherwise manufactured may be installed on Resident's Homesite. No "homemade" structure is permitted, but accessory equipment and structures which are constructed to contractor standards may be permitted with prior written approval from Park Management.

4. 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 written notice.

5. If Resident does repair or replace Resident's mobile home or any existing accessory equipment, or if Resident adds any new improvements or accessory equipment, the standards for incoming mobile homes and for accessory equipment and structures must be met. All such repair, replacement and installations shall be completed within sixty (60) days of approval.

6. Resident is cautioned that there are mobile home and Homesites in the Park which contain accessory equipment and structures which no longer conform with present Park standards and regulations; therefore, Resident may not assume Resident's plans will be approved because the plans conform to accessory equipment and structures on existing other mobile homes or Homesites.

D. Standards for Incoming Mobile homes and for New Construction and Installation of Accessory Equipment and Structures. The following are the applicable standards for specific equipment and structures for all incoming mobile home and for all new construction and installation (including repairs and replacements):

1. Electrical Appliances. Due to the potential for overloading of the Park's electrical system, the installation of electric heat pumps and other major appliances must be approved by Park Management prior to installation. Park Management may require removal of any appliance (including, but not limited to, air conditioning units) that, in Park Management's reasonable discretion, adversely affect the utility system of the Park. No water softener which discharges in the Park's sewer system mis permitted. *DUE TO THE LIMITED CAPACITY OF THE PARK'S SEWER SYSTEM, RESIDENT MUST RECEIVE PRIOR APPROVAL BEFORE INSTALLING ANY WASHING MACHINE, GARBAGE DISPOSAL OR DISHWASHER. TO INSURE ACCEPTABLE LOADS TO THE SEWER SYSTEM, RESIDENT'S APPLICATION FOR APPROVAL FOR THESE APPLIANCES MAY BE DENIED.*

2. Air conditioners. Because the capacity of the Park's electrical system is extremely limited, no additional air conditioners may be installed at the Park. Evaporative (swamp) coolers are permitted provided the cooler is in good operating condition and does not make excessive noise that will disturb any other Resident.

3. Porches and Patios. Porches and patios are optional but must be constructed under permit and meet the appropriate governmental building codes. Porches must be level and even with the floor of the mobile home. All exterior doorway exist must have exterior deck, porch, or wooden steps. Porches must be of an approved material matching the exterior material of the mobile home. Porches shall be a minimum size as determined by Park Management. Unless made of masonry, surfaces of porches, patios and steps must be covered with outdoor carpet or other approved material.

4. Stairs. All steps must be of good manufactured quality and side faced to match the mobile home's exterior. Steps must have approved handrails, as required by law. The temporary steps provided by the mobile home dealer must be removed from the Homesite no later than sixty (60) days from the date the mobile home is moved into the Park.

5. Sunshades, Windscreens, and Privacy Screens. Roll-up, aluminum wind screen or privacy enclosures are permitted on Resident's Homesite with prior written approval of Park Management; temporary, roll-up type shades (such as plastic, canvas, cloth, bamboo or matchstick blinds) are not allowed.

6. Siding. All mobile home must have exterior siding that is either painted or stained wood, Masonite, horizontal, house-type siding or stucco. All colors must be approved by Park Management.

7. Carports. Carports are optional. If Resident chooses to install a carport, it must extend in length from the front to the rear of the mobile home and in width from the mobile home to the opposite edge of the driveway.

8. Awnings. Awnings are optional. If Resident chooses to install an awning all textured materials and color must coordinate with the mobile home. All awnings must be painted or be of anodized aluminum or steel and must be of an approved manufactured type. Nothing may be attached to upright supports of either a patio cover or carport. It is Resident's responsibility to ensure compliance with all State setback requirements prior to installation of any awnings. Failure to do so could result in Resident being required to remove or reconstruct the awnings at Resident's sole expense.

9. Skirting. Skirting is required on all mobile homes. All textured materials and color must coordinate with the mobile home. Skirting may be of Masonite, masonry, or other approved material, which matched the siding of the mobile home.

10. Facias and Flashing. All mobile homes 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 mobile home and the awnings. This facia shall be installed completely around the perimeter of the mobile home. Where the mobile home is joined at the roof, the facia shall be of the same material as the roof.

11. Roofing. All roofing material on carports and storage sheds, as well as replacement roofs on mobile homes, must be non-glare aluminum, composition asphalt shingles or tile.

12. Rain Gutters. All mobile homes must be fitted with rain gutters and down spouts which extend to the ground and drain the water to the street.

13. Earthquake Bracing. If Resident installs a mobile home earthquake-resistant bracing system, such system must be installed and maintained in compliance with the California Health & Safety Code and Title 25 of the California Code of Regulations.

14. Exterior Storage Building. Resident may install one (1) storage building with a maximum floor area of one hundred twenty square feet (120'). Park Management must approve the type of storage building and where the storage building will be placed.

15. Fences. Resident must obtain prior written approval of Park Management before erecting any fence on Resident's Homesite. All fences must comply with Title 25 of the California Code of Regulations and cannot obstruct utility meters.

16. Antennas and Satellite Dishes. Resident must abide by the following standards regarding the installation of any exterior satellite dish or antenna on Resident's Homesite

    a. Only satellite dishes with a diameter or diagonal measurement of one meter (approximately thirty-nine inches (39')) or less will be permitted. Any permitted satellite dishes must not be visible from the streets or common areas of the Park and must be installed at the rear of Resident's mobile home, unless such location interferes with the quality of reception.

b. Due to changes in the installation policy of DirectTV and Dish respecting satellite dishes, any installation of satellite dishes now requires prior Park approval for the placement of the same. Please contact the Park Manager's office if you are having a satellite dish installed and the Park Manager will make arrangements to be available when the installer is at Resident's home. In all instances, trip hazards must be avoided. If any satellite dish placement is not pre-approved, then Resident may be required to have the same relocated at Resident's sole cost.

c. Any installed satellite dish must be properly maintained.

d. An installer (including Resident) of a satellite dish must indemnify or reimburse Park for loss or damage caused by the installation, maintenance, or use of Resident's satellite dish.

e. Television antennas must be located to the rear of the mobile home (away from the street) and may not extend more than twelve feet (12') above the highest point on Resident's mobile home, unless such location interferes with the quality of reception. Any antenna or reception device must be properly installed and secured to comply with all laws, codes and manufacturer instructions.

f. Other than for television, all other antennas (include, but not limited to, ham radio and CB antennas) are not permitted in the Park.

g. Cable television services is available through the local service provider.

17. 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 mobile home, are allowed.

18. Spas. The installation of any spa, spa pool, Jacuzzi, or similar apparatus is strictly prohibited.

19. Water Softeners. Any softener which discharges in the Park's sewer system is prohibited.

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

9. LANDSCAPING

A. Landscaping of unlandscaped Homesites or changes to existing landscaping shall be completed within sixty (60) days of the date Resident signs the Park's rental agreement or first occupies the Homesite, which is earlier.

B. Prior to commencing any landscaping, including changes to existing landscaping, Residents shall submit a detailed landscaping plan to Park Management approval.

1. All changes made by Residents already residing in the Park must be completed within sixty (60) days of approval.

2. Any landscaping which has been installed by Resident without Park Management approval and/or in violation of these Rules and Regulations must be removed by Resident within seven (7) days of written notice.

3. Any irrigation system must have prior written approval of Park Management.

4. Resident is cautioned that there are Homesites within the Park which may have landscaping which no longer conforms with present Park standards and regulations. Therefore, Resident may not assume Resident's plans will be approved because the plans conform to existing landscaping.

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

1. Only live plants may be used.

2. Evergreen grasses, ground covers, flowers and small shrubs are acceptable, and Resident is encouraged to install and maintain same.

3. Resident shall not, unless authorization is given by Park Management, remove any plants upon Resident vacating the Park.

4. Park Management expressly prohibits the use of any manures or odorous chemical fertilizers.

5. Waterfalls, statuary and other forms of décor will be permitted only with Park's Management's approval.

6. Some form of planted ground cover, acceptable to Park Management, is required.

7. Redwood bark, wood chips, or decorative rock (no larger than 3/4"), with an underlining of black plastic for weed control, may be used by Resident. All decorative rock must be washed frequently. Additional bark, chips, and/or rock must be added as necessary, to ensure that there is sufficient material at all times to adequately cover the area over which the bark, chips or rock is spread.

8. No large trees and tall plantings are permitted.

9. No plant, tree, or shrub may be planted which has a root structure that may cause any damage, including, but not limited to, cracking or buckling of streets, driveways or other community facilities or which may interfere with any underground utility system.

10. Small vegetable or fruit gardens not to exceed twenty-five square feet (25') are permissible in the rear of the Homesite providing it is out of view from the Park streets. Resident must contact Park Management to determine whether the vegetables or plants they inter to plant are permissible, as several varieties of plants may infringe on a neighbor's property, or are unsightly, are expressly prohibited.

11. To avoid damage to underground utilities, Resident must have Park Management's 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.

12. The existing drainage pattern and grading of the Homesite may not be changed without Park Management's consent. Resident is responsible for insuring that water does not puddle or stand and drains away from Resident's mobile home into the street, but not onto other Homesites or common areas. Resident may be required to correct improper drainage at Resident's expense, including, but

not limited to, re-leveling or otherwise adjusting Resident's mobile home or repairing and/or replacing any improvements.

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. The frequent, at least once each week, mowing of any lawns.
2. The removal of weeds and debris at all times.
3. The trimming of all shrubs, vines and bushes in a manner that maintains an attractive shape and prevents such plants from blocking neighbor's view or from being excessively high or brushing against a neighbor's mobile home or awning. In no event shall Resident's landscaping be allowed to over-hang onto another Resident's Homesite or any common areas of the Park, to exceed the height of Resident's mobile home, or to obscure the vision of persons driving in the Park.
4. Resident shall be responsible for the maintenance of any tree located on Resident's Homesite, unless Resident has given written notice to Park Management (or unless Park Management has determined) that the tree poses a specific hazard; upon such determination, Park Management shall only be responsible for the pruning, trimming and/or removal of such tree.
5. Resident will not trim trees or shrubs located on common areas, neighboring lots, or other property that does not belong to the resident without Park Management's written consent.
6. When vacationing or absent for any other reason, it is the responsibility of the Resident to arrange for someone to water and maintain the Homesite.
7. Resident must be careful when using water to maintain Resident's landscaping. To prevent the waste of water, nuisance to other Residents, or damage to the roadway, water must be conserved and not permitted to overflow into the Park's streets or onto the yards of neighboring Residents.

10. GENERAL MAINTENANCE OF HOMESITE

A. Storage. Storage of anything beneath, behind or on the outside of the mobile home and storage shed is strictly prohibited. This includes, but is not limited to: storage of boxes, trunks, wood, pipes, bottles, garden tools, mops, ladders, paint cans or any item which is unsightly in appearance.

1. Only outdoor patio furniture and barbecues approved for use by Park Management 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 mobile home at any time.

B. Maintenance and Appearance of Homesite. Resident shall at all times maintain Resident's mobile home and Homesite in a clean and sanitary condition and shall cause all rubbish and other debris to be removed from Resident's mobile home and Homesite on a regular basis. Resident is financially responsible to maintain, repair and replace (as necessary) Resident's mobile home and all accessory equipment and structures, and Resident must keep these items in good condition and repair at all times.

Resident's obligation applies, without limitation, to the following: Resident's mobile home; all accessory equipment and structures, walkways, plantings, any banks or slopes located on Resident's Homesite, any utility connecting lines from the meter or utility pedestal to Resident's mobile home.

1. Exterior Painting. The exterior paint on Resident's mobile home, 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 Park Management prior to any painting. Any change in color requires advance approval of Park Management.

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

3. Driveway and Street Area. Individual driveway maintenance shall be Resident's responsibility. Residents shall keep the street area in front of their Homesite free from debris.

4. Damage. If any portion of the exterior of the mobile home or its accessory equipment, structures, or appliances or the Homesite are damaged, the damage must be repaired and replaced within thirty (30) days. This includes but is not limited to: damage to the siding, awning supports, down spouts, skirting, porch or storage shed.

C. Hazardous Substances. Anything which creates a threat to health and safety shall not be permitted on the Homesite.

1. For the purpose of this provision, "hazardous substance" refers to any flammable, combustible, explosive or toxic fluid, material, chemical, or substance (including, but not limited to, paint, motor oil and other vehicle fluids, herbicide, insecticides, poisons, chemicals or other toxic materials).

2. No hazardous substances 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 which shall be properly stored within the mobile home and/or storage shed).

3. Resident shall not dispose of any hazardous substances under or about Resident's Homesite, other Homesites in the Park, the Park's common areas or any other area of the Park (including, but not limited to: the sewer system or other drainage areas, the street gutters, the driveway areas or the ground beneath Resident's mobile home, accessory equipment, or elsewhere on the Homesite).

4. In the event Resident stores and disposes of hazardous substances under or about Resident's Homesite or elsewhere in Park, Resident shall immediately and appropriately remove the hazardous substances at Resident's own expense. If the Resident fails to remove the hazardous substances within fourteen (14) days after Park Management gives Resident written notice to remove the hazardous substances, the actual cost of such removal shall immediately due and payable to Owner. Resident agrees to indemnify Park against (and hold Park harmless from) any loss, liability, damage or expense, including, without limitation, reasonably attorneys' fees, which (either directly or indirectly) Park may incur or suffer by reason of the storage or disposal by Resident of any hazardous

substances on or under Resident's Homesite, other Homesites in the Park or any other areas of the Park.

D. Sewer System. No objects that resist water (including, but not limited to: facial tissue, disposable diapers, paper towels, tampons, cotton balls) may be flushed or otherwise deposited into the system. Grease, coffee grounds, facial tissue, disposable diapers, and sanitary napkins or other inappropriate items shall not be placed in the sewer system. Park Management shall not be responsible for damage done to any mobile home because of the stoppage or backing up of the sewer system due to the placement in the sewer system of any prohibited material. Resident acknowledges that the placement of such prohibited material into the sewer system is difficult, if not impossible, to police. Resident, therefore, waives any and all claims for personal injury or property damage caused by a stoppage in the sewer line due to the placement of prohibited materials into the sewer system, by any persons, known or unknown. Resident will be charged for any required repairs.

E. Utility Pedestals. The utility pedestals (water and utility hookups) must be accessible at all times. If one of the Park's water 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. All drain and line connections must be gas and water tight. Resident shall bear the cost of repairs to any utilities or Park property damaged by Resident, their contractors, their guests, or their visitors. To avoid damage to underground facilities, Resident must have the Park's written consent before digging or driving rods or stakes into the ground.

F. Licenses and Fees. All mobile homes within the Park must bear a current license and decal issued by the appropriate agency of the State of California. Any fee, tax, or registration charge for Resident's mobile home by any county, state or federal agency must be paid by Resident. Resident shall provide to Management, on three (3) days' written notice, a copy of appropriate licensure issued by the Department of Housing and Community Development for the mobile home occupying the Resident's Homesite.

G. Insurance. Resident must provide proof of Residents Liability insurance within twenty (20) days from the date you enter into any Agreement with the Park, including naming the Park as additional insured on the insurance policy.

H. Exterior Lighting. Any light bulb used on the exterior of the Resident's mobile home may only be a maximum of 60 watts and must be aimed only to portions of Resident's Homesite, but not to any other Resident's Homesite or mobile home. Only UL approved Christmas lights and decorations shall be used on Resident's Homesite. Any decoration and/or lights used on the outside of Resident's mobile home must be UL approved and are subject to Park Management's approval. Christmas lights and decorations may be displayed after Thanksgiving, and no later than mid-January; in no event may Christmas lighting and decorations be left up any other time of the year.

I. Mailboxes

~~1. Mail is delivered to a central mailbox facility in the Park. Resident's mailbox is assigned by Park Management and must be emptied by Resident on a timely basis.~~

~~2. Mail is delivered to mailboxes located on Resident's Homesite.~~

~~a. The mailbox for each Homesite must be well maintained, clean, and neat in appearance. Such maintenance is the responsibility of the Resident. Park is not responsible for any damage or tampering with Resident's mailbox. Mailboxes may not be painted or altered.~~

3. Mail is delivered to the local post office. Mailbox must be assigned by the post master.

J. Garbage and Trash Disposal Garbage must be wrapped and, with other refuse, must be placed in plastic trash bags and kept inside the mobile home or storage shed in an approved container.

1. Sanitary and health laws must be obeyed at all times.

2. Combustible, noxious, or hazardous materials should be removed from the Park and not in Resident's or Park's trash containers.

3. All garbage and refuse must be stored in garbage containers with tight-fitting lids.

4. Bringing trash from outside the Park to dump in Resident's or Park's trash containers is not permitted.

5. Trash will be picked up periodically by the local refuse hauler. No materials may be left outside of the Homesite. Empty trash containers must be promptly removed from the street and stored in a storage shed or otherwise not be visible from the street or an adjacent mobile home.

11. ADVERTISEMENTS

A. All exterior advertising flags, including, but not limited to: for sale signs and open house signs are prohibited. However, Resident may place a sign in the window of the mobile home, on the side of the mobile home or in the front of the mobile home facing the street stating that the mobile home is for sale or exchange. Such sign shall not exceed the dimensions permitted by the Mobilehome Residency Law; such sign state only the name, address and telephone number of the owner of the mobile home or Resident's agent.

B. The Park bulletin boards may be used by Resident for no longer than seven (7) days to advertise the sale of a specific item or items, with prior written approval from Park Management.

C. "Patio sales" and "moving sales" are expressly prohibited.

12. ENTRY UPON RESIDENT'S HOMESITE

Park Management 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, and for the protection of the Park at any reasonable time, but Park Management may not do so in a manner or at a time which would interfere with the occupant's quiet enjoyment, unless

required to do so in an emergency. Park Management may enter a mobile home or enclosed accessory structure without the prior written consent of Resident in the case of an emergency or when Resident has abandoned the mobile home or accessory structure.

13. RECREATIONAL FACILITIES

A. Recreational facilities are provided for the exclusive use of Residents and their accompanied Guests.
B. 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.
C. No drinking of alcoholic beverages is allowed in or around the recreation area or building, if any, except at special functions approved in advance by Park Management. If alcoholic beverages are to be consumed, a liability insurance binder may be required. No glassware or glass bottles may be taken into the recreation areas.
D. No gambling will be permitted at any time. However, bingo is allowed if organized by the Park Residents' Committee, written approval is given by Park Management, and if bingo games are conducted in compliance with applicable law. Park reserves the right to limit the number of guests permitted to attend any such approved bingo activity if necessary. This activity is not a Park sponsored activity and all non-residents may be required to sign an appropriate waiver.
E. Persons in swimming suits or trunks, wet or dry, will not be allowed in the clubhouse. All persons must be fully clothed at all times in the clubhouse and other Park buildings. Footwear must be worn in all Park Buildings.
F. Smoking is not permitted in the clubhouse and other enclosed areas of the Park's common facilities.
G. No one may put their feet against a wall, window or tables within the recreational areas.
H. Screaming, running, horseplay and loud noises are not allowed in the recreational areas.
I. Radios, CD players, boom boxes, televisions, and other such entertainment devices are not permitted in the pool area and recreational facilities of the Park, unless used with earphones.
J. Residents wishing to reserve the clubhouse or rooms in the clubhouse for private parties, meetings or other functions must apply by making arrangements with Park Management two (2) weeks in advance. Should the date not conflict with another's application, social events or planned use of the facilities and upon approval by the Park Management, the request will be granted. All such functions must be carried on in full compliance with the Park rules and applicable written agreements. During such a scheduled event or party, the clubhouse facilities will be open to other Residents and their guests.

   There will be no charge for the use of the clubhouse; however, a resident is required to submit a security deposit. Resident will be held responsible to pay for any damages that may occur. Those scheduling the function will be responsible for the normal cleanup immediately after the event or party. All such functions must be carried on in full compliance with these Rules and Regulations and the other residency documents of the Park. Resident will, therefore, be required to provide Park Management with information relating to the function so that Park Management may evaluate the function.

14. SWIMMING POOL RULES

A. Person using the swimming pool must do so at their own risk. There is no lifeguard on duty.

B. A Swimming Pool Release Agreement must be signed by Resident before Resident, members of Resident's household, Resident's Guest(s), or any other occupant of Resident's mobile home may use the swimming pool.
C. All persons must shower before using the pool or spa pool.
D. Swim fins, diving masks, rubber floats, and the like are not permitted.
E. The swimming pool and spas are available only from May 1 to October 31 of each year.
F. Only manufactured swim wear in good condition may be used. No cutoffs or other similar "homemade" swim wear is permitted.
G. Children under fourteen (14) years of age may not use the swimming pool or spa pool unless accompanied by an adult.
H. Guests are not permitted to use the swimming pool unless accompanied by a Resident.
I. All persons who are incontinent or who are not "potty trained" are not permitted in the pool.
J. Smoking and alcoholic beverages are prohibited in the swimming pool or spa pool areas.
K. For protection of deck furniture, please place towels over chairs when using suntan oil, creams, or lotions. No person may enter the swimming pool or spa pool with suntan oil or suntan products on her/his body.
L. No one with a skin disease or open wound will be permitted in any of the pools.
M. Shoes or sandals must be worn to and from the pool area.
N. Park Management reserves the right to limit the use of the pool at any time and to restrict use of the pool by anyone. Residents are responsible for the conduct of their Guests.
O. No glass containers of any kind are permitted in the pool area.
P. Pool hours and additional pool rules are posted in the pool area and are incorporated herein by this reference.

~~15. RESTROOM AND SHOWER FACILITIES~~

~~A. Restrooms and showers are provided for the exclusive use of Residents and their accompanied Guests. These facilities are available for showering before and/or after using the swimming pool or as a restroom for persons using the laundry room, swimming pool or recreational area. At all other times, Resident is to use the bathroom(s) located in Resident's mobile home.~~
~~B. These facilities will be closed from time to time at Park Management's discretion for cleaning and repairs.~~

16. LAUNDRY FACILITIES

A. The laundry facilities are provided for the exclusive use of Residents of the Park.
B. Laundry hours are posted. These facilities will be closed from time to time at Park Management's discretion for cleaning and repairs.
C. Washer, 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 the washers.

D. Any clothing, laundry baskets, or other items left in the laundry room for more than 24 hours will be deemed abandoned and disposed of by Property Management without notice. Park Management will not be responsible for theft, damage to property caused by persons who are not owners, agents, managers, or employees of the Park. Those using the laundry facilities assume the risk of theft and damage to their belongings.
E. Additional rules and regulations governing the use of the laundry and its facilities are posted and are incorporated herein by reference.

17. PARKING

A. Only "permitted vehicles," up to a total of one (1), may be parked on Resident's Homesite, and all of Resident's vehicles defined as "other vehicles" or more than one (1) in number must be parked outside of the Park. The parking of more than one (1) vehicles requires special written permission of Park Management. Any vehicle parked in Resident's driveway may not extend beyond the front of the Resident's mobile home.
    1. "Permitted vehicles" specifically include sports cars, coupes, sedans, vans, station wagons, pickup trucks under one (1) ton, sport utility vehicles or electric vehicles. Not included as permitted vehicles are "other vehicles" such as campers, buses, trucks and other commercial vehicles of every kind and description, boats, trailers (except the mobile home occupied by Resident), "RVs," dune buggies, motor scooters, minibikes, mopeds and other two and three wheeled motorized or self-propelled transportation.
    2. A pickup truck or van may not, without Park Management's consent, be substituted for one of the two permitted vehicles if it is equipped with exterior racks, storage containers or compartments or other similar devices or contains tools or equipment which are mounted on the outside of the vehicle or are otherwise visible from the street or adjacent mobile homes.
    3. Notwithstanding anything contained herein to the contrary, one (1) motorcycle may be parked on Resident's Homesite if used by Resident on a daily basis. The permission to park a motorcycle does not relieve Resident of the obligation to abide by all other rules and regulations relating to motorcycles.
B. Parking is permitted only in designated areas. Unless otherwise posted or permitted by these Rules and Regulations, no parking, including the parking of recreational vehicles, is permitted on the streets of the Park, except for the purpose of loading and unloading and only during the hours from 7:00 a.m. to 9:00 p.m. Vehicles belonging to repairmen, delivery persons, health care personnel or Park employees may be parked for longer periods of time on the street immediately adjoining the Homesite where repairs are being performed or where services are being provided. Someone with a key to the vehicle must always be available.
C. Vehicles parked on Resident's Homesite may only be parked on the driveway, and not on the landscaped or other areas of the Homesite. Parking is not permitted on vacant Homesites.
D. Guests may only park in designated guest parking spaces. Because of the limited parking facilities, traffic congestion and noise, Park Management reserved the right to restrict the number of Guests bringing automobiles or other vehicles into the Park. Visitor parking is available on a first come first serve basis.

E. Resident may only park in his or her designated parking spaces. Resident is not allowed to use visitor parking, under any circumstance.
F. Any vehicle parked in violation of these Rules and Regulations or in violation of signs posted throughout the Park may be towed from the Park at the expense of the vehicle's owner.
G. Sleeping in vehicles is prohibited.
H. No automobile may be "stored" on the Homesite. "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 four (4) weeks or the parking of more than one vehicle for the purpose of selling those vehicles as a part of commercial activity. However, Resident may leave their vehicle in their parking space when on vacation.
I. No permanent parking of trailers, truck larger than on (1) ton or boats is permitted in the driveways. Permanent parking shall include, but not be limited to: parking for a period exceeding 24-hours or parking on the Homesite or street for more than five (5) times in any one month, except for short periods (1hour) for loading and unloading.

18. MOTOR VEHICLES AND BICYCLES

A. No vehicle leaking oil, or any other substances or fluids shall be allowed in the Park. Any car dripping oil or gasoline must be repaired immediately.
B. No maintenance, repair or other work of any kind on any vehicle, boat or trailers (other than the mobilehome Resident resides in) may be done on the Homesite without Park Management's consent. This includes, but is not limited to, the changing of oil.
C. Cars may be washed in the driveway or carport area of Resident's Homesite.
D. For the safety of the Park Residents and their Guests, no vehicle may be driven in an unsafe manner. All traffic signs must be obeyed.
E. Pedestrians, electric carts and bicycles shall be given the right-of-way.
F. 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 licensed for street usage.
G. Excessively noisy vehicles are not permitted in the Park.
H. Motorcycles, motor scooters, minibikes, moped or other two- and three-wheel motorized vehicles entering or leaving in the Park must be driven by the most direct route between the Park's entrance and 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 noise suppressing devices. Furthermore, all such vehicles shall be licensed street legal and driven by a licensed driver only.
I. Bicycles may only be driven in the roadways and not on sidewalks, grass, vacant Homesites or any other paved area. Bicycles must obey the same traffic regulations as cars.
J. If driven at night or at dusk, bicycles must be equipped with a light on the front and a reflector in the rear.
K. Skateboard riding and roller skating are not permitted in the Park.
L. Vehicles are not permitted in the Park unless they are regularly maintained in normal operating condition and are neat and clean 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.

~~19. ENTRY GATE~~

~~A. An entry gate is provided at the Park's entrance. The entry gate may be removed by the Owner at Owner's option. This gate is not intended as a "security gate" and does not imply any additional security. Residents are cautioned to maintain their own security precautions as Owner is not responsible for any intrusion in or on Resident's Homesite, mobilehome, personal property, personal property or person.~~

~~B. Security gate entry stickers will be issued to Residents only. If Resident sells or trades a vehicle which presently has an entry sticker, the sticker must be removed and returned to the Park Office before a sticker will be issued for Resident's new vehicle~~

~~C. Additional rules and regulations governing the use of the entry gate have been distributed to each Resident and are incorporated herein by refence.~~

20. 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 unusual, disturbing or excessive noise, intoxication, quarreling, threatening, fighting, immoral or illegal conduct, profanity, 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 expressively forbidden. Persons under the influence of alcohol or any other substances shall not be permitted in any area of the Park which is generally open to Residents and their Guests.

B. Radios, televisions, record players, musical instruments and other devices must be used so as not to disturb others. "Ham" or "CB" radios or other radio transmitters may not be operated in the Park.

C. Residents and their Guests shall not encroach or trespass on any other 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 Park Management, shall not be used, tampered with or interfered with in any way by Resident.

D. Residents and their Guests must be quiet and orderly and shall not be allowed to do anything which might be cause for complaint. Residents must acquaint all Guests and all occupants of the mobilehome with the Park's Rules and Regulations.

E. The Park's streets shall not be used for the playing of games and sports.

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

G. 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 Park Management in violation of any law or ordinance.

H. Resident is responsible for the actions and conduct of all other occupants or Residents of Resident's mobilehome and for the actions and conduct of Resident's Guests and invitees. Such responsibility shall

include, but not be limited to: financial responsibility for any breakage, destruction, or vandalism of Park's recreational facilities and common areas.

I. The mobilehome and Homesite shall be used only for private residential purposes and no business or commercial activity of any nature shall be conducted thereon. This prohibition applies to any commercial or business activity, including but not limited to the following:
   1. Any activity requiring the issuance of a business license or permit by any governmental agency
   2. The leasing, subleasing, sale or exchange of mobilehomes.

J. Park "Quiet Hours" shall be from 10:00 P.M. until 7:00 A.M. During such Quiet Hours, no loud noises shall take place inside the Park.

21. PETS

A. Special permission to keep a house pet in the Park must be obtained from Park Management. A house pet is defined as a pet that spends its primary existence within the mobilehome. Homeowners who wish to acquire a pet must register the pet with Park management and sign a Pet Agreement and submit a photograph of the pet. Homeowners must obtain written approval from the Park before bringing the pet into the Park. If a pet is lost or dies, Homeowners must obtain written permission from the Park manager before replacing the pet. Park Management reserves the right to deny a Resident a pet if a proposed pet would pose a threat to the health and safety of Residents of the Park. No more than one (1) pet is allowed per mobile home. In addition, resident may keep a maximum of two (2) birds and/or one (1) aquarium.
   1. The types of pets permitted are: a domesticated bird, cat, dog, or aquatic animals kept within an aquarium. Only cats or dogs (which, at maturity do not exceed forty pounds (40lbs.) in weight) are permitted. Guide dogs, signal dogs, and other services dogs as defined by Civil Code § 54.1 are exempt from the size limitations otherwise applicable to dogs. Pitbulls, Chow Chows, Rottweilers, Doberman Pinschers and other aggressive breeds are expressly prohibited.
   2. Non-house pets (including farm animals) are prohibited under any circumstances. Strange and exotic pets are not permitted.
   3. If any of the rules regarding pets is violated, and such violation is noted by Park Management 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.

B. The following rules must be strictly followed by all pet owners:
   1. Each pet must be licensed and inoculated in accordance with local laws. Evidence of licensing and inoculation shall be submitted to Park Management immediately after receipt of written request for such information, and on an annual basis thereafter. All dogs and cats must wear name tags and must be kept current with proper inoculations. Dogs and cats must be spayed and neutered.
   2. Pets must be on a leash when not inside the mobilehome.
   3. Any pet running loose in the Park will be taken to Animal Control. Recurring violations of this rule will lead the loss of the privilege to maintain a pet.
   4. Other than guide dogs, signal dogs and other service dogs as defined by Civil Code § 54.1, pets will not be allowed in any recreational area at any time.

5. Pets will not be allowed to cause any disturbance which might annoy neighbors, including, but not limited to: barking, growling, biting or any other unusual noises or damage. Under no condition is a pet to invade the privacy of anyone's Homesite, flower beds, shrubs, etc. Pet owners are responsible at all times for their pets, including injury, destruction, and annoyances to other Residents, and the Park and Park Management shall not be liable for any loss, damage or injury of any kind whatsoever caused by Resident's pet.
6. No exterior pet housing is permitted in the Park. This includes but is not limited to: any type of confining barricade or structure.
7. Guests are not permitted to bring any pet into the Park, other than guide dogs, signal dogs, and other service dogs as defined by Civil Code § 54.1.
8. Feeding of stray cats and other animals is prohibited. Notwithstanding this section, bird feeders are permitted.
9. The tying up of pets outside the mobilehome and leaving them unattended is prohibited.
10. Pets are allowed to be walked in the Park but must be kept on a leash at all times. All excrement must be picked up, wrapped in paper and placed in the trash immediately.
11. Grandfathered Pets. Any pets acquired before these rules went into effect may be retained if both of the following conditions are met:
    a. Homeowners have entered into a Pet Agreement with Park Management not later than 10 days after the effective day of these rules
    b. The pet has not caused any nuisance or disturbance in the Park.

22. RENTING, SUBLETTING OR ASSIGNMENT

Resident shall not sublease, rent or assign Resident's mobilehome, the Homesite or any rights or interest that Resident may have under Resident's rental agreement, except as permitted by the Mobilehome Residency Law and other applicable law upon the prior approval of Park Management. Park may place such restrictions upon subletting as are permitted by law, may increase the rent charged to Homeowner's as permitted by law, and may amend these Rules and Regulations to include provisions regarding subletting.

23. FIXTURES.

A. Upon the sale of Resident's mobilehome, Park Management may require the repair or improvement of the exterior of the mobilehome and/or its accessory equipment and structures to comply with local ordinances or state statutes or regulations, or to comply with the then current Rules and Regulations that implements or enforces local or state ordinances, statutes or regulations relating to mobilehome. Within ten (10) days of receipt of a written request, Park Management will provide a written summary of required repairs and/or improvements.

B. 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. Upon Resident vacating the Homesite, such improvement shall remain upon and be surrendered with the Homesite. Park Management 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 cause 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.

24. SOLICITATION

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

25. PARK OFFICE AND COMPLAINTS

Except in an emergency, please do not telephone or contact Park Management after normal business hours. The Park's office phone is for business and emergency use only.

A. Except for emergencies, all complaints must be writing and signed by the person making the complaint.
B. All community business is conducted during posted office hours.
C. Resident shall not request Park Maintenance Personnel to perform jobs for Resident, nor shall Resident give instructions to Park Maintenance Personnel. All Park repair or maintenance requests shall be submitted in writing to Park Management.

26. REVISIONS OF RULES AND SEVERABILITY

A. Park Management 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 Californian Civil Code.
B. If any provision of these Rules and Regulations or any document referred to in these Rules and Regulations shall, to any extent, be held invalid or unenforceable, the remainder of these Rules and Regulations shall not be affected thereby, and each provision of these Rules and Regulations or the other document shall be valid and be enforced to the fullest extent permitted by law.

27. APPROVAL OF PURCHASER AND SUBSEQUENT HOMEOWNERS

Prior approval of Park Management must be obtained if the prospective purchaser of the mobile home intends for the mobile home to remain in the Park. Among other requirements, any purchaser must do the following before occupying the mobile home: (a) complete an application for tenancy (which may include a fee for obtaining a financial report or credit rating); (b) be accepted by the Owner; (c) execute a new rental agreement or other agreements for the occupancy of the Homesite; and (d) execute and deliver to the Owner a copy of the Park's then effective Rules and Regulations and other residency documents. A list of the other requirements for approval of purchasers of mobile homes to remain in the Park, as allowed under the Mobile home Residency Law, can be obtained from Park Management upon request. In addition, see the requirements under Paragraph 28 of these Rules and Regulations which are incorporated herein by this reference.

28. APPROVAL OF PURCHASER AND SUBSEQUENT HOMEOWNERS AFTER SERVICE OF SIXTY-DAY NOTICE TO TERMINATE POSSESSION UNDER CIVIL CODE § 798.55

A. Upon the service of a sixty-day notice to terminate possession ("Sixty Day Notice") under Civil Code § 798.55, Homeowner may move or sell Homeowner's mobilehome before the expiration of the Sixty-Day Notice period.
B. After the expiration of such Sixty-Day Notice Period, and the mobilehome has neither been sold nor moved, the mobilehome may not remain on the Homesite and must be removed.
C. If Homeowner chooses to sell the mobilehome before the expiration of the Sixty-Day Notice period and have the mobilehome remain in the Park, Homeowner must pay all past due rent and utilities upon the sale of the mobilehome as provided by Civil Code §§ 798.55(b)(1) and (2). In addition, on or before the expiration of the Sixty-Day Notice period and before a purchaser may occupy the mobilehome, Homeowners is responsible for the completion of all of the following:
    1. Purchaser must complete an application for tenancy (which may include a fee for obtaining a financial report or credit rating)
    2. Purchaser must be accepted as a tenant by the Owner
    3. Purchaser must execute a new rental agreement or other agreements for the occupancy of the Homesite
    4. Purchaser must execute and deliver to the Owner a copy of the Park's then effective Park and Regulations and other residency documents
    5. IF THE PURCHASER FAILS TO EXECUTE A RENTAL AGREEMENT, SUCH PURCHASER SHALL HAVE NO RIGHTS OF TENANCY. The rental agreement, Rules and Regulations and other residency documents signed by the prospective purchaser may be different in their terms and provisions than the Rules and Regulations and other residency documents now in effect
    6. Any and all appropriate transfer documentation completed, submitted, approved and returned by the Department of Housing and Community Development and deposited into escrow
    7. All Park approvals for purchaser must be received and deposited into escrow, including without limitation, a fully executed rental agreement
    8. Title to the mobilehome must have transferred into the name of the purchaser
    9. Escrow must have closed on the mobilehome
D. Notwithstanding anything contained herein to the contrary, Owner may, in order to upgrade the quality of the Park, require the removal of the mobile home from the Homesite upon its sale to a third party, in accordance with the provisions of the Mobilehome Residency Law and other applicable law. Any rights granted either party by the Mobilehome Residency Law and by other applicable law may be enforced by either party at that party's option.
E. Notwithstanding anything contained herein to the contrary, upon the sale or transfer of Resident's mobile home, if the mobile home is to remain in the Park, Resident shall make all repairs or improvements to Resident's mobile home, to its appurtenances, or to accessory structures as may be required by Owner, pursuant to California Civil Code § 798.73.5, as amended. Resident shall submit to Owner a request for a written summary of repairs or improvements that Owner requires to the mobile home, its appurtenances or an accessory structure that is not owned and installed by Owner, pursuant to Civil Code §798.73.5, as amended.

29. PARAGRAPH HEADINGS

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

READ AND ACCEPTED BY:

Date: _____ _____

Date: _____ _____

Date: _____ _____

MANAGER/ OWNER REPRESENTATIVE

Homesite No. _____