FAIRLANE ESTATES

RULES AND REGULATIONS

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FAIRLANE ESTATES
RULES AND REGULATIONS

INTRODUCTION: The following Rules and Regulations are set forth to advise each Resident of his or her responsibilities as a member of this community. Your observation of these Rules and Regulations and common courtesy will help promote a pleasant living environment for all of the Residents at the Community.

The Rules and Regulations are an integral part of the rental agreement. Residents and their guests must comply with the Rules and Regulations as well as all federal, state and local laws, including all federal, state and local laws governing Manufactured Housing Communities. Failure to comply with any of the aforementioned may result in termination of your tenancy.

Management reserves the right to supplement and/or amend the following Rules and Regulations according to California State law.

Other rules concerning the use of the Community's facilities are posted throughout the Community and by this reference are incorporated herein as though set forth in full. Residents and guests must read and comply with all posted rules.

1. **FAIR HOUSING PROVIDER:** This Community is for all persons. Management does not discriminate on the basis of race, religion, national origin, sex, sexual preference, familial status or disability, source of income, or any other class protected by state or federal law.

2. **OFFICE HOURS:** The office hours of the Resident manager and the Community's phone number are posted outside the office. The office hours may change from time to time. The Resident manager and/or other Community personnel shall be available during non-office hours for emergencies only.

3. **GUESTS:**

   A. It is the Resident's responsibility to inform his or her guests of the Community's Rules and Regulations. Residents are responsible for the conduct of their guests and may be held liable for any rule violation, personal injury or property damage at the Community caused either directly or indirectly by a guest.

   B. Except as otherwise provided herein, no guest may stay at the Community for more than 60 days in any calendar year.

   C. If a Resident is living alone and wishes to share his or her Manufactured Home with one person the Resident may do so and no fee shall be charged for that one person.

D. Nothing in this rule shall be deemed to conflict with any Resident's rights under Civil Code Section 798.34, including the rights of senior Residents to share their Manufactured Home with a live-in health care provider.

4. **PETS:**

A. Management permits Resident ownership of two pets per Home Site, as that term is defined in Civil Code Section 798.33(c). No other animals (i.e., chickens, ducks, pigs, monkeys, etc.) or reptiles will be permitted. Pets must be specifically approved by Management in writing. Management reserves the right to determine the acceptability of any pet in the Community. If a Resident currently has more pets than are allowed by this rule, and the keeping of said pets was not in violation of the previous rules and regulations, the Resident may continue to keep those pets if they otherwise comply with these Rules and Regulations regarding pets. However, if the additional pets die or no longer live with the Resident, the Resident does not have the right to replace those additional pets.

B. For their protection, all dogs must be licensed and wear name tags, and must be kept current with proper inoculations. Dogs and cats must be spayed or neutered.

C. All pets (including cats) must be kept confined to the Resident's Home Site. Due to the limited size of each Home Site, no pet may exceed a maximum height of 14" from floor to shoulder height or a maximum weight of 25 pounds, unless Management is specifically required by law to allow a larger pet.

D. Outdoor pet enclosures on the Resident's Home Site are not allowed. Pets are not allowed in the recreational area, clubhouse, laundry room, swimming pool area, or other common facilities of the Community. Any pet running loose in the Community may be impounded at the owner's expense. All excrement left by a pet must be cleaned up immediately and disposed of properly by the Resident.

E. Residents are responsible for the actions of their pets. If a pet causes a disturbance such as barking, biting, or causing personal injury or property damage, permission to keep the pet may be revoked. Residents are responsible for any personal injury or property damage caused by their pets.

F. Guests may not bring their pets into the Community. Residents are responsible for the actions of any pets brought into the Community by their guests.

G. Nothing in this rule shall be deemed to conflict with a Resident's right to have a guide dog, signal dog or service dog.

5. **MANUFACTURED HOME STANDARDS AND MAINTENANCE:**

A. Manufactured Homes must meet all local, state and federal standards, including the

standards set forth in Title 25 of the California Code of Regulations.

B. Complete skirting, awnings and carport must be completed within thirty (30) days after a Resident's arrival at the Community or a new Manufactured Home's installation at the Community. Before installing skirtings, awnings and carports, the Resident must obtain written approval from Management and any necessary or appropriate permits. Residents must provide Management with copies of any permits obtained. Color and materials must be coordinated with the Manufactured Home.

C. Damaged skirtings, awnings and carports must be repaired or replaced within thirty (30) days of the date of damage. Written approval of Management, as well as any necessary or appropriate permits, are required prior to beginning repair work. Colors and materials must be coordinated with the Manufactured Home.

D. The exterior of the Manufactured Home must be well-maintained, clean and neat in appearance, including the front, sides and back. All hitches must be removed. The Resident shall make no alterations, additions, or improvements to the Manufactured Home or the Home Site, specifically including, but not limited to, porches, decks, awnings, stairways, railings, banisters, gazebos, hot tubs and saunas, without first obtaining the prior written consent of Management. Said consent may be withheld for any reason whatsoever, unless Management is specifically prohibited by law from withholding its consent. All proposed alterations, additions or improvements must also be submitted to any relevant regulatory agencies for any necessary or appropriate permits. Copies of any and all permits shall be given to Management. Installation and location of air conditioners must be approved in writing by Management prior to installation. Water coolers may not be installed after the effective date of these rules.

E. All exterior doorway exits shall have an exterior deck, porch, and/or stairway which is installed and maintained in compliance with Title 25 of the California Code of Regulations. Wooden steps, decks, or patios must be painted or treated with weather-resistant material. Carpet used on steps, decks, or patios must be indoor-outdoor type, and metal strips must be installed to prevent carpet from becoming frayed or unraveled. Carpeted decks and steps must be all one color and maintained in an attractive and safe condition.

F. All Resident utilities and Resident utility connections, including Resident electrical, plumbing and sewer lines, must be kept in a good, safe and leak-proof condition at all times, and in compliance with all federal, state and local laws and regulations.

G. Residents are responsible for any and all maintenance of their Manufactured Home, including any and all Resident utilities and Resident utility connections. No grease, paper towels, diapers, sanitary napkins, cat litter or other non-degradable objects are to be put through the sewer system. If it is determined that a Resident is responsible for clogging the sewer system, he or she may be charged for the repair.

H. Painting of the Manufactured Home must be pre-approved in writing by Management and must be in a color consistent with the aesthetics of the Community. Spray painting is not allowed.

I. Exterior antennas and satellite receiving dishes are allowed only to the extent Management is specifically required by law to allow such devices. Management reserves the right to regulate the number, size, location and/or operation of such devices in any manner allowed by law.

J. All Manufactured Homes must bear a current yearly license and/or registration, whenever required by law.

K. Should Management be required to make any repair, addition, or alteration to the Resident's Home Site and/or Manufactured Home in order for the Resident's Home Site and/or Manufactured Home to comply with any law or regulation, Management shall have the right to bring an action against the Resident for damages. This provision specifically applies to any repair, addition or alteration to the Resident's Home Site and/or the Resident's home resulting from any inspection by H. C. D. and/or any violation of Title 25 of the California Code of Regulations.

L. In the event a Resident moves his or her current Manufactured Home out of the Community, Management reserves the right to insist that the vacated Home Site be reoccupied by either (i) a new Manufactured Home or (ii) a used Manufactured Home that is in compliance with these Rules and Regulations.

M. A Resident may not replace the Manufactured Home on his or her Home Site without first obtaining approval in writing from Management and any and all necessary or appropriate permits.

6. **STORAGE UNDER MANUFACTURED HOME/DRAINAGE:**

A. Storage of any material or thing under the home, other than the tongue, wheels and axles, is expressly prohibited.

B. It is the Resident's responsibility to assist Management in assuring the natural flow and drainage of water on the Home Site. This requires that the Resident do nothing which would impede the natural flow and drainage of water, or assist in the build-up of water. Residents are required to use proper irrigation techniques. Additionally, it is suggested that the Resident "level" the Manufactured Home on a consistent basis and install rain gutters on the roof. Residents shall be personally liable for any personal injury, property damage or other loss resulting from their change of water flow or drainage on the Home Site or in the Community.

7. **LOT USAGE:**

A. The Home Site may be used only for a Manufactured Home. The Home Site and the Manufactured Home shall be used for private residential purposes, and no business or commercial activity of any kind shall be conducted thereon, unless Management is specifically required by law to allow said business or commercial activity on the Home Site.

B. Unless specifically pre-empted by federal, state or local law, the number of people residing in the Manufactured Home is not to exceed two (2) persons per bedroom plus one (1) additional person. Thus, the maximum number of people residing in a two-bedroom Manufactured Home would be five (5) and the maximum number of people residing in a one-bedroom Manufactured Home would be three (3).

C. No towels, rugs, wearing apparel, or laundry of any description may be hung outside the Manufactured Home at any time. Patio furniture, barbeque equipment and potted plants are the only items permitted outside the home. Free standing basketball hoops are expressly prohibited. Carports and porches are not to be used for storage. Large trucks, commercial vehicles, detached campers and boats are not to be stored or parked on the Home Site or at any location within the Community, except the designated recreational vehicle storage area, pursuant to Rule 15. Inoperative vehicles are not permitted anywhere in the Community.

D. Tampering with Community utilities and Community utility connections is strictly prohibited. Please contact Management in the event of any problem.

E. Garage sales, rummage sales, yard sales and other similar activities are not permitted in this Community.

8. **ALTERATIONS/LANDSCAPING:**

A. Each Resident will be required to landscape his or her Home Site within thirty (30) days of occupancy and/or the installation of a new Manufactured Home. All landscaping (including flowers) must be well-maintained, neat and attractive. If decorative rock or gravel is utilized, plastic sheeting must be placed beneath, leaving a ring around any trees for watering, and an edging must be used. Rock or gravel must be contained within the Home Site and kept in a neat and attractive fashion. Written permission of the Management is required prior to any digging in the Community or on the Home Site. Management may require Resident to identify and locate any and all underground utilities prior to digging, at Resident's expense.

B. The maintenance of trees on the Resident's Home Site are governed by Civil Code Section 798.37.5 and these rules and regulations.

C. All other plants or shrubs on the Resident's Home Site are the property and personal responsibility of the Resident, regardless of when they were planted or by whom. They must be maintained in a safe, attractive manner, and to insure that they do not

pose a hazard or nuisance to the Community or neighbors and will not endanger the Community's or a neighbor's property. This includes maintenance of roots so as not to interfere with any improvements at the Community, including utility lines, sidewalks, streets, driveways, or any other concrete, asphalt or foundation work. The Resident will be responsible for any personal injury or property damage caused by the failure to maintain such plants and shrubs, including any failure to prevent the encroachment of root systems into Community improvements.

D. Management reserves the right to require the removal of any and all plants or shrubs on the Resident's Home Site that interfere with any improvements at the Community, including utility lines, sidewalks, streets, driveways or any other concrete, asphalt or foundation work.

E. The Resident must obtain Management's written approval of the size and type of any new tree, plant or shrub to be planted on the Home Site. Management may withhold this permission for any reason whatsoever.

F. Fruit and vegetable gardens are permitted in rear yards only, and must be maintained at all times. All produce must be picked when ripe, or before. Should such an area no longer be used as a fruit or vegetable garden, it must be re-landscaped.

9. **FENCES:** Residents must obtain prior written approval from Management before constructing a fence, as well as any necessary permits. Management may withhold its approval for any reason whatsoever and shall have sole discretion over the size, shape or style of any fence it may approve. Any fence that is allowed at the Resident's Home Site must be built in accordance with Title 25 of the California Code of Regulations, and may not obstruct utility meters. No fences will be allowed in the front of any home. Management reserves the right to require any Resident to repair or remove any fence that is not properly maintained or that is in a run down condition.

10. **STORAGE CABINETS (SHEDS):** Written approval of Management must be obtained before a storage cabinet may be installed. Storage cabinets must comply with all federal, state and local laws, including federal, state and local laws regarding installment requirements and size restrictions. Storage cabinets must be commercially manufactured, must have the same type of siding as the Manufactured Home and/or must be color-coordinated with the exterior of the Manufactured Home. Storage cabinets must be maintained in a clean and attractive condition. Any damage to the storage cabinet must be repaired within thirty (30) days from the date of damage. Storage cabinets may not interfere with the use of the Resident's driveway for parking purposes. Management may limit the number and/or size of storage cabinets on any particular Home Site in any manner allowed by law. After the effective date of the Rules and Regulations, Resident shall be allowed no more than one storage shed, not to exceed 10 feet in width and 10 feet in length.

11. **LOT AND/OR YARD MAINTENANCE:**

A. Residents shall maintain their lots and/or yards, including the front, sides and back, in a clean, well-kept weed free and attractive fashion. All trash, boxes, newspapers

and other debris are to be disposed of properly. Item such as barrels, brooms, ladders and tools must be stored out of sight. The space around each Manufactured Home, including grass, plants, flowers, trees, shrubs and rock gardens must be neatly trimmed and/or well maintained at all times. All Home Sites must be kept free of weeds. NOTE: The Community does not supply tools for yard or lawn maintenance. You must provide your own.

B. If a Home Site is neglected, after reasonable written notice, Management reserves the right, but is not obligated, to take over care of the Home Site and bill the Resident for this service.

C. The Community shall have a right of entry upon the land on which a Manufactured Home is situated for maintenance of utilities, for maintenance of the premises in accordance with the Community's Rules and Regulations when the Resident fails to so maintain the premises and for protection of the Community at any reasonable time, but not in a manner or at a time which would interfere with the Resident's quiet enjoyment.

12. **GARBAGE:** Trash containers are located in three (3) designated areas of the Community. All trash must be bagged and placed inside those trash containers. No trash may be left on your Home Site for any period of time. Large items such as couches, refrigerators, mattresses, television sets and other furniture or appliances may not be left in or near the trash containers, at your Home Site or in any area of the Community, as they will not be picked up. Disposal of such items is the Resident's responsibility and they must be stored out of site until they are disposed of by the Resident.

13. **VEHICLES:**

A. All vehicles, including motorbikes, must be registered in compliance with the California Department of Motor Vehicles.

B. All vehicles must be properly equipped with a muffler to insure quiet performance. Any vehicle which creates excessive noise, exhaust or a disturbance of any kind will not be permitted to operate in the Community.

C. Inoperative vehicle are not permitted in the Community. The manager may request verification of operability.

D. Any vehicle dripping gasoline or oil must be repaired immediately. No car repairs will be permitted in driveways, carports or on the streets.

E. This Community does not have sidewalks in many areas and therefore pedestrians and vehicles must share the streets. For this reason, MOTORISTS MUST DRIVE WITH EXTREME CAUTION AT ALL TIMES WHILE DRIVING THROUGH THE Community. Joy riding in the Community will not be tolerated. Speeding is strictly prohibited.

14. **PARKING:**

A. Each Home Site has a designated parking area and/or carport for one or two vehicles. Vehicles may be parked in the designated parking area and/or carport only and may not extend onto the street or any other area of the Home Site. No parking on the grass, on landscaped areas, or between Home Sites is allowed. Neither Residents, nor their visitors, are to park on another Resident's Home Site or on a vacant Home Site. The streets in this Community are designated as fire lanes. Except for in designated parking spaces, street parking is strictly prohibited. Anyone parked in violation of these rules and regulations is subject to having their vehicle towed away at the car owner's expense, pursuant to Civil Code Section 798.285 and/or Vehicle Code Section 22658. WARNING: If a vehicle is parked in the street or otherwise in violation of these Rules and Regulations and a tow company is called for its removal, the owner of the vehicle may be charged by the tow company whether the vehicle is towed or not.

B. All vehicles parked at the Home Site must be fully operational and have a current registration. Except as provided in paragraph 15C, vehicular parking on the Home Site is limited to automobiles, motorcycles and small trucks. No vehicle of any other kind may be parked or stored at the Home Site, including non-operative vehicles, storage vehicles, recreational vehicles, campers, dune buggies, trailers, boats, jet skis or aircraft.

C. Visitors or guests who cannot utilize the Resident's on-site parking must park their vehicles in designated guest parking areas. Residents may not use guest-parking areas for their personal vehicles.

D. Driveways and carports must be kept clean at all times. Oil drippings or damage to pavement caused by any Resident or guest must be repaired and cleaned by the Resident, at his or her cost. Except where specifically prohibited by law, Residents are responsible for the maintenance, repair and/or replacement of any driveway or carport.

15. **RECREATIONAL VEHICLES:**

A. Recreational vehicles, campers, dune buggies, trailers, boats, jet skis aircraft and all similar items must be stored either outside of the Community or in the Community's R. V. storage area, when not being used. All items stored in the Community's R. V. storage area, including R. V.'s, boats and trailers are subject to a separate agreement and payment of storage charges. Residency in the Community does not guarantee access to the R. V. storage area. R. V. storage space is limited, and Management does not guarantee storage space for any Resident. Inoperative vehicles are not allowed anywhere in the Community, including in the R. V. storage area.

B. Management reserves the right to lease storage space in the R. V. parking area to persons outside of the Community, on any terms Management desires. Management also reserves the right to cease operation of the Community's R.V. storage area and to require all stored items to be removed on 30 days written notice.

C. Parking of recreational vehicles in a Resident's driveway is not permitted. Short-term parking for loading or unloading of motorhomes or trailers is permitted at the Resident's Home Site, but must not exceed two (2) hours.

16. **MOTORCYCLES, MINI-BIKES AND MOPEDS:** No motorcycle, motor scooter, mini-bike, moped, go-cart, go-ped or other two or three wheel motorized vehicle will be allowed in the Community unless it is the property of a Resident. Such vehicles must be registered with the California Department of Motor Vehicles. Mufflers are mandatory. No all-terrain vehicles, dirt bikes or unregistered vehicles may be driven in the Community at any time for any reason.

17. **PEACE, ENJOYMENT AND SAFETY:**

A. Please respect your neighbors' property by not trespassing on their Home Sites.

B. Residents must keep the noise level from television, stereo, musical instruments and other sources so it may not be heard outside of their Manufactured Home at any time, and shall reduce their noise level to a fully quiet mode between the hours of 10:00 p.m. and 8:00 a.m.

C. Residents shall not engage in any conduct which constitutes a substantial annoyance to other Residents, nor shall Residents use or allow the premises to be used for any unlawful or immoral purposes.

D. No loitering, trespassing or playing in vacant Manufactured Homes, on vacant Home Sites, or in the streets is allowed.

E. Bicycles, skateboards, rollerskates, rollerblades and tricycles may be hazardous to both the rider and other Residents. Accordingly, skateboards, rollerskates, rollerblades and tricycles may not be ridden on any street in the Community at anytime, or in the common area. Bicycles may be ridden on the Community's streets, provided the bicycle rider obeys the same rules of the road as automobiles. Please be extremely cautious when riding your bicycle in the Community.

F. The use of alcohol is prohibited in the streets, Community facilities, the pool area or other common areas of the Community. Illegal drug use and public drunkenness are not allowed in the Community under any circumstances.

18. **RECREATIONAL FACILITIES:**

A. The recreational and Community facilities are provided for your enjoyment and we

trust you will assist us in their proper use and care. Community facilities are provided for the exclusive use of the Community Residents and their guests. The rules and hours of the Community facilities are posted at the facility and may be amended at the discretion of Management in accordance with law. Management reserves the right to restrict or change the use of any Community facility as to hours, purposes and conduct, in accordance with law.

B. The Clubhouse may be available for private parties when they do not conflict with Community activities. Residents interested in having a private party must contact Management and reserve space well in advance of the planned party. Private parties are the Resident's sole responsibility and Management reserves the right to require the sponsoring Resident to procure appropriate insurance for the function. Attendance at any private party shall not exceed the capacity limit as required by the City Fire Marshall. Resident users are responsible for cleanup and trash removal after use.

C. Management reserves the right to require a security deposit for any private party if a Resident fails to clean up sufficiently after use, Management may have the clean up work done and charge the Resident a clean up fee, deduct the clean up fee from the security deposit and/or bring legal action against the Resident for all damages. The use of the Clubhouse for private parties shall be on a first come, first served basis. Management reserves the right to deny use of the Clubhouse for a private party for any reason whatsoever.

D. Residents may use the Clubhouse for meetings, forums and other social and educational purposes, in accordance with the Mobilehome Residency Law. Residents interested in having such a meeting must contact Management a reasonable period in advance of the planned meeting in order to make reservations and other necessary arrangements. The use of the Clubhouse for such purposes shall be on a first come, first served basis.

E. No one in wet bathing suits, bare feet or without a shirt will be permitted in the Clubhouse. Management reserves the right to revoke the recreational area privileges of any Resident or guest who does not comply with the Rules and Regulations regarding their use, including all posted signs.

19. **SWIMMING POOL:**

A. Swimming pool hours are as posted. Management reserves the right to close down the pool area and/or store all pool furniture indoors from November 1 of each winter until May 1 of each spring, or as otherwise dictated by weather. Rules regarding the use of the pool are posted in the pool area. NO LIFEGUARD IS ON DUTY IN THE SWIMMING POOL AREA. **As required by State law, a sign is posted at the swimming pool advising, among other things, that no lifeguard is on duty and that children under the age of 14, either visiting or Residents, must be under the**

direct supervision of a responsible adult when in the pool area. Guests must be accompanied by a Resident. No more than two (2) guests per Home Site will be allowed to use the pool at any one time. All use of the swimming pool is at the user's risk. Management assumes no responsibility or liability for physical problems or personal injury connected with the use of the pool.

B. All persons must shower before using the swimming pool. All persons must wear a swim suit in or around the swimming pool. Nudity is strictly prohibited at the swimming pool and at all of the common area facilities of the Community. Swimmers must not use any object in the pool that may leave rust stains or damage the filter pumps if lost. No glass of any kind is allowed around the pool area, including bottled drinks or foods. Any person with shoulder length hair must wear a bathing cap when using the pool. No person may wear diapers in the water. No sun tan oil may be used prior to entering the pool.

C. No running or unsafe activity of any kind is allowed around the pool. No jumping or diving from the sides of the swimming area is allowed. Pool games, balls and flotation devices are strictly prohibited, except life vests or swimming safety devices. No radios, tape recorders, compact disc players or audio listening devices of any kind are allowed in the pool area, except if used with headphones or earphones in a manner that does not disturb other Residents. Each person using the pool must respect the rights of others. Any person who is a substantial annoyance to others using the pool may be required to leave the pool area.

D. No person who does not know how to swim may use the pool unless accompanied by at least one person who knows how to swim and is capable of assisting a non-swimmer in the event of an emergency. All persons using the pool are requested not to swim alone under any circumstances as no lifeguard is on duty at the pool.

20. **LAUNDRY:** The laundry facilities are for Residents only and the laundry room may be used only for doing laundry. Residents must abide by the instructions and rules which are posted in the laundry room. Do not overload or abuse machines. Machines are to be cleaned inside and outside after use, including all lint trays. All laundry must be removed from the machines promptly. Anyone leaving items in washers or dryers unattended assumes the risk of their theft or removal. The laundry room is to be left in a neat and orderly condition. In case of machine trouble, please contact Management. In the event of a malfunction or other problem, the On-Site Manager cannot provide refunds.

21. **VANDALISM:** Any Resident who vandalizes, alters, or otherwise destroys Community property will be responsible for paying all costs incurred in restoring that property to its original condition. Residents will be responsible for any damage done by their guests or family members. Residents are encouraged to report to Management all incidents of vandalism which they have observed.

22. **SOLICITING:** This Community is private property. We reserve the right to refuse

admittance to anyone and prevent trespassing. No soliciting or door-to-door selling will be permitted without the express written permission of Management.

23. **INSURANCE:** Manufactured Homes and their contents are the responsibility of the Resident. Residents are responsible for carrying their own insurance and are encouraged to do so.

24. **MANUFACTURED HOME RESALES:**

A. Residents must notify Management in writing at least sixty (60) days prior to the intended date of sale of their Manufactured Homes. Following receipt of said notice, Management may notify the Resident in writing of any rule violation and/or Management's intent to exercise its rights to have the Manufactured Home removed pursuant to Civil Code Section 798.73. Signs advertising the sale of the home must comply with the provisions of the Mobilehome Residency Law. Although Residents may conduct "Open Houses" to sell their homes, no "Open House" signs are permitted in the Community common areas, including on the Community streets and sidewalks. No "Real Estate Caravans" are permitted in the Community.

B. Before a sale has been completed, the prospective Resident (Buyer) must fill out a Resident Application form and sign (1.) a Rental Agreement (2.) the Community Rules and Regulations and (3.) any other forms required by law. **A prospective buyer does not become a Resident and has no rights of tenancy, unless he or she has been accepted by Management and signed each of the above documents.**

25. **COMPLAINTS:** All Resident complaints, except emergencies, must be presented to Management in writing during office hours.

26. **CAPTIONS:** The titles of paragraphs herein are for identification only. Residents should read the complete text of all paragraphs in order to fully understand the Rules and Regulations, or to find answers to particular questions.

27. **HAZARDOUS MATERIALS:** Federal or state law may require you to provide written notice to Management if you discover the presence or suspected presence of any hazardous substance on or beneath the Home Site you are renting. Management reserves the right to prosecute Residents and/or terminate tenancies of those Residents who cause hazardous substances, gasoline, petroleum products, or used oil to be located on or beneath their Home Site.

28. **ENFORCEMENT OF RULES AND REGULATIONS:** Management will make every reasonable effort to enforce all of the Rules and Regulations equally. However, the enforcement of the Rules and Regulations are a private matter between the Management and the affected Resident and any lack of enforcement will not support a claim for breach of contract against Management. The Resident is not a third party beneficiary of any other Rental Agreement or the Rules and Regulations with respect to Management and other Residents in the Community. Any Resident who maintains that another Resident's violation of the Community Rules and Regulations is substantial has the right to bring an action against that Resident, pursuant to Section 798.87 of the California Mobilehome

Residency Law.

29. **WRITTEN RENTAL AGREEMENT REQUIRED:** Management reserves the right to require all Residents to sign a written rental agreement.

30. **CONFLICT WITH THE LAW:** It is Management's intention for these Rules and Regulations to comply with all federal, state and local laws, including all federal, state and local laws regarding mobilehome parks. In the event of any impermissible conflict with any federal, state or local law, that law shall be deemed to supercede these Rules and Regulations.

NEW RESIDENTS ONLY

I HAVE READ AND UNDERSTAND THE ABOVE STATED RULES AND REGULATIONS OF THIS COMMUNITY. I UNDERSTAND THAT FAILURE TO COMPLY MAY RESULT IN TERMINATION OF MY TENANCY.

Date: _____.

_____ _____
Home Site No. Resident

_____
Resident

_____
Resident

_____
Resident

_____
Resident

FAIRLANE MOBILE LODGE

By: _____
Community Manager

FAIRLANE/RULESREG10/28/04.WPD