

RULES AND REGULATIONS
Of
RANCHO MESA MANUFACTURED HOME COMMUNITY

October 1, 2006

Equal Housing Opportunity

We do business in accordance with
the Federal Fair Housing Law



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

Rancho Mesa Manufactured Home Community
450 East Bradley Avenue
El Cajon, California 92021

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1. INTRODUCTION.

The following Rules and Regulations are a part of your Rental Agreement. Please read the Rules and Regulations carefully and keep them on file as they constitute a binding agreement between you and the management. Furthermore, the regulations contained in these Rules and Regulations will apply to any legal owner, registered owner, junior lienholder, heir, joint tenant, or personal representative of the estate of Resident or any other person or party who gains ownership of Resident's mobilehome pursuant to the Mobilehome Residency Law or other California law. The management will interpret and enforce these Rules and Regulations in a reasonable manner.

2. COMMUNITY STATUS.

In accordance with the Federal Housing for Older Persons Act of 1995 (as amended or modified from time to time, "HOPA"), the Community is intended to be and is operated as "housing for older persons". Under HOPA, "older persons" are defined as persons fifty-five (55) years of age or older. The Community complies with HOPA and is intended to be reserved for occupancy by persons fifty-five (55) years of age or older, with certain exceptions as allowed by HOPA. Subject to those exceptions, each occupied Homesite within the Community must be permanently occupied by at least one person fifty-five (55) years of age or older as of the date of occupancy, and all Residents of the Community must be at least forty (40) years of age, except as otherwise allowed by law. All prospective Residents of the Community will be screened for compliance with these provisions, and no application for residency will be accepted without satisfactory proof of age such as a valid driver's license, birth certificate or passport. Under HOPA, Community Management may, in its sole discretion, make certain exceptions to the foregoing provisions, in accordance with applicable law.

3. DEFINITIONS.

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

- A. "Community" means Rancho Mesa Manufactured Home Community.
- B. "Owner" includes, but it is not limited to, the owners of the Community (including the owner's partners, directors, representatives, officers, employees, and agents) and the management of the Community (herein referred to as the "Community Management"). As of September 1, 2006 the real estate comprising the Community is held by MHC Rancho Mesa Limited Partnership.
- C. "Resident" is a homeowner or other person who lawfully occupies a mobilehome. A prospective homeowner or purchaser, or occupant with prospective homeowner/purchaser, who has not been approved for tenancy by the Community and has not closed escrow on the mobilehome occupying the Homesite shall not be deemed a "Resident."
- D. "Guests" includes all of Resident's agents, employees, persons sharing the Homesite pursuant to Civil Code §§ 798.34(b), (c), or (d), invitees, permittees or licensees or other persons in the Community or on the Homesite at the invitation, request or tolerance of Resident; such persons do not have the right to occupy Resident's mobilehome as a member of Resident's immediate family as defined by Civil Code § 798.35. "Guests" also include any Residents who are not homeowners.
- E. "Community facilities" means those services and facilities of the Community generally available to Residents and their guests.
- F. "Homesite" means the real property rented to Resident by Owner. The boundaries of the real property rented to Resident shall be the lesser of either: (1) the lot lines as determined by a governmentally approved survey or by a recorded plot plan; or (2) the apparent physical boundaries of the Homesite as they exist at the time the rental agreement is/was entered into. Regarding maintenance of the Homesite, Resident shall be responsible for the greater area as defined by this paragraph.

G. "Community Management's approval" or "approval of Community Management," "Community Management's consent" or "consent of Community Management" or other similar terms as used in these Rules and Regulations or in other documents referred to in these Rules and Regulations, means that the Community Management's prior written approval must have been obtained by Resident before Resident commences any such action requiring Community Management's approval. If Community Management's prior written approval is required, Resident shall submit a written request to Community Management which describes the action Resident proposes to take and requests Community Management to give prior written approval. If Community Management's prior written approval is required, Community Management shall respond to any such written requests from a Resident within a reasonable period of time.

4. COMPLIANCE WITH LAW AND RULES AND REGULATIONS.

A. Residents and guests have the right to use the Homesite and Community facilities only if they comply with these Rules and Regulations and the other provisions of the Community's residency documents.

B. Resident agrees 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 contained in any document referred to in Resident's rental agreement, and said rules, regulations, terms and provisions as may, from time to time, be amended, modified or otherwise changed by Owner in accordance with applicable law.

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

D. Resident must recognize that Community 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 Community. Community Management will not be liable to Resident for monitoring each routine 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.

E. 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 or regulations, term, or condition, or to allow a condition violative of a rule or regulation, term or condition to exist or continue to exist.

5. COMMUNITY PERSONNEL.

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

6. GUESTS.

A. For any guest who stays 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"), Resident may be charged a guest fee for each month following the expiration of such grace period, unless Resident receives written authorization from Community Management for said guest to remain longer than the grace period. The additional charge shall be due and payable on the day after the expiration of such grace period and shall thereafter be due on a monthly basis, paid in advance. No such charge will be imposed if the Guest is an immediate family member of Resident (as set forth in Civil Code § 798.35) or if the Guest is sharing Resident's mobilehome pursuant to Civil Code §§ 798.34(b), (c) or (d).

B. Before any additional person (other than the ones listed on the last page of Resident's rental agreement) may stay longer than the grace period and/or is permitted to reside with Resident, Resident must insure that such person comply with the following: (1) register with Community Management; (2) complete an application for tenancy; (3) be approved by Community Management; and (4) sign a copy of the then current Rules and Regulations and execute all other residency documents as required by Community Management. However, no such person or registered guest will have any rights of tenancy in the Community in the absence of Resident.

C. Resident agrees to acquaint all guests with the conditions of tenancy of the Community, including, but not limited to, the Community's Rules and Regulations. Resident is personally responsible for all the actions and conduct of Resident's guests.

D. Community Management reserves the right to determine whether the Community's recreational and other facilities can accommodate all the Residents and their guests; therefore, Community 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 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 mobilehome without Community Management's consent, which shall not be unreasonably denied. If a guest has received approval by the Community, such guest may be permitted to occupy Resident's mobilehome and to use the Community's recreational facilities.

G. Nothing herein shall be deemed to deny Resident, or any member of Resident's household, the right to have a social worker or hospice personnel present at their Homesite. Further, Residents are entitled to have someone take care of their home or pets when Resident will be temporarily absent from the Homesite upon written notice by the Resident to Community Management, but Resident may not use this provision to avoid the preconditions to subleasing their home which are set forth in the rental agreement.

7. HOME STANDARDS.

A. Homes. To insure architectural compatibility, construction and installation standards, all incoming homes must be in good condition, must have front entry access and pitched roof, must be approved by Community Management, and must have detachable hitches. Furthermore, Resident is responsible for determining that Resident's home (as well as all appliances and additional equipment used on or at the homesite) is compatible with the electric service of the Community. All homes must comply with the Community's Architectural Guidelines, which are incorporated into these Rules and Regulations by this reference. However, Community Management may approve homes that do not meet these requirements for entry into the Community if Community Management feels it is appropriate to do so.

B. Home Sizes. All homes in the Community shall conform in size to the requirements of the Homesite on which they are placed as established by Community Management. Placement of homes must be approved by Community Management.

C. Home Occupancy. The number of occupants of a home shall be limited to two (2) persons per the number of bedrooms present in the 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.

D. Accessory Equipment and Structures. The installation of all appliances, accessory equipment and structures on incoming homes shall be completed within sixty (60) days of the date Resident first occupies the home.

(1) Building permits, licenses and other similar permission from government or quasi-governmental bodies or agencies must be obtained, if so required, before any installation or construction of certain accessory equipment and structures. All such equipment and structures must comply with all federal, state and local laws and ordinances, 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 Community Management's approval a written plan describing in detail the accessory equipment and structures which Resident proposes to install or change. Such plot plan must include, but may not be limited to, dimensions of home, placement of home on the homesite, and proposed placement of accessory equipment in relation to lot lines and all other structures. All structures proposed to be constructed on any portion of the Homesite must be designated by and constructed in accordance with the plans and specifications of a licensed architect or contractor.

(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 of Community Management.

(4) Any accessory equipment or structure not in compliance with the Community's residency documents shall be removed by Resident within ten (10) days of receipt of written notice.

(5) If Resident does repair or replace Resident's home or any existing accessory equipment, or if Resident adds any new improvements or accessory equipment, the standards for incoming homes and for accessory equipment and structures must be met. All such repair, replacement or installation shall be completed within sixty (60) days of approval and receipt of the permit, if applicable. Resident may request a thirty (30) day extension of this requirement from Community Management which extension will not be denied if Resident is making satisfactory progress toward completion.

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

E. Standards for Accessory Equipment and Structures. Conditions for specific equipment and structures are as follows:

(1) Electrical Appliances. Due to the potential for overloading of the Community's electrical system, the installation of electric heat pumps and other major appliances must be approved by Community Management prior to installation. Community Management may require removal of any appliances (including, but not limited to, air conditioning units) that, in Community Management's reasonable discretion, adversely affect the utility systems of the Community. No water softener which discharges in the Community's sewer system is permitted.

(2) Air Conditioners. Any air conditioner installed in a home must be in good operating condition and must not make excessive noise that will be disturbing to any other Resident. Air conditioning window units and evaporative coolers are not permitted. Condensation accumulation from any air conditioner must be piped away from the home and not be allowed to fall onto the ground beneath the home.

(3) Porches and Patios. Porches and patios are required and must be constructed under permit and meet the appropriate governmental building codes and setback requirements. However, homes which do not have porches and/or patios as of the date of distribution of these Rules are not required to construct the same. Porches must be of an approved material matching the exterior material of the home. Porches shall be a minimum size as determined by Community Management. Unless made of masonry, surfaces of porches, patios and steps must be covered with outdoor carpet or other approved material. All steps must be of good manufactured quality and side faced to match the home's exterior. Steps must have approved handrails, as required by law. The temporary steps provided by the home dealer must be removed from the home and the Homesite no later than sixty (60) days from the date the home is moved into the Community.

 (4) Sunshades, Windscreens and Privacy Screens. Roll-up, aluminum wind screens or privacy enclosures of any type are permitted on Resident's Homesite only with prior written approval of Community Management. Temporary, roll-up type sun shades (such as plastic, canvas, cloth, bamboo or matchstick blinds) are not allowed without prior written approval of Community Management. Shrubbery may also be used for windbreaks or for privacy.

No cloth, bamboo

(5) Siding. All new homes must have exterior siding that is either painted or stained wood, Masonite, horizontal, house-type siding or stucco. All colors must be approved by Community Management.

(6) Carports. All new homes without a garage must have a carport that is a minimum of ten feet by forty feet (10' x 40') with approved roof materials and facias. To accommodate lot size restrictions, Community Management may adjust the carport size on new homes. In Management's sole discretion, Management may also permit a new home without a carport or garage.

(7) Garages. A garage may be constructed in place of a carport with Community Management's prior written approval. The garage has the same set back requirements as would apply to the home structure. The construction of a garage cannot cause the lot coverage to exceed, along with all other covered improvements, 75% of the Homesite. All local permits for construction of a garage must be obtained in advance.

(8) Awnings. Awnings are required on all homes, minimum 11' x 30'. Any patio must be covered by an awning which is at least as large as the patio, minimum 8' x 20'. All textured materials and color must coordinate with the home. All awnings must be painted or be of anodized aluminum or steel and must be of an approved manufactured type.

(9) Skirting. Skirting is required on all homes and may be of Masonite, masonry or other approved material, which matches the siding of the home; no corrugated or slatted metal, plastic or fiberglass is permitted. Skirting must have a removable access panel not less than four square feet (4') in size with no dimension less than eighteen inches (18"); such access panel must be kept closed. There must also be sufficient opening for cross-ventilation in the area beneath Resident's home, pursuant to Title 25 of the California Code of Regulations.

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

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

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

(13) Earthquake Bracing. If Resident installs a manufactured 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 up to two (2) storage buildings, which shall not exceed a combined floor area of one hundred twenty square feet (120 sq. ft.). Community Management must approve the type of storage building and where the storage building(s) will be placed.

(15) Fences. Community Management's prior written approval regarding placement of any fences on the Homesite is required prior to installation. Front fences will generally not be allowed.

(16) Decorative Walls. Installation of all walls requires the prior written approval of Community Management. Decorative walls made of brick, stone, timbers, etc. must blend with the décor of the neighborhood. The Resident is responsible for ensuring any approved installation does not cause drainage problems for adjacent properties. A minimum of 3 feet is required from the property line unless approved by Community Management. The maximum height for pre-approved walls is 18 inches. Any wall higher must be submitted on a modification form for approval.

(17) Property Perimeter Walls. Property perimeter walls are the sole responsibility of Community Management, unless Resident has done something to damage the perimeter wall.

(18) 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. The location of any permitted satellite dish must be approved in advance in writing by Community Management.

(b) Any installed satellite dish must be properly maintained.

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

(d) Television antennas must be located to the rear of the home (away from the street) and may not extend more than twelve feet (12') above the highest point on Resident's 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.

(e) Other than for television, all other antennas (including, but not limited to, ham radio and CB antennas) are not permitted in the Community.

(f) Cable television service is available through the local service provider.

(19) 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 home, are allowed. This rule shall not prohibit Community Management from maintaining permanent flagpoles.

(20) Spas. No swimming pool or spa pool may be installed on the Homesite without prior submission of a plan to and approval by Community Management. Manufacturer specifications must be followed, and a locking cover must be in place when the spa is not in use.

(21) Water Softeners. Any water softener which discharges in the Community's sewer system is prohibited.

(22) Architectural Guidelines. Before requesting Community Management's approval for installation or modification of accessory equipment and structures, Resident must consult the Community's Architectural Guidelines to ensure that any accessory equipment and/or structures conform with the standards contained in the Architectural Guidelines.

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

8. LANDSCAPING.

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

B. Changes to existing landscaping shall be completed within sixty (60) days of receipt of written consent from Community Management, when such approval is required.

C. Prior to commencing any landscaping, including changes to existing landscaping, Resident shall submit a detailed landscaping plan to Community Management for approval, except that no prior approval shall be required for changes to existing landscaping for minor alterations, including without limitation, trimming, pruning, replacing flowers, seasonal plants or similar landscaping activities.

111 (1) Any landscaping which has been installed by Resident without Community Management approval, when required, and/or in violation of these Rules and Regulations must be removed by Resident within ten (10) days of written notice.

(2) Any irrigation system must have prior written approval of Community Management.

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

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

(1) Only live plants may be used. Nothing herein is intended or should be deemed to be a prohibition against the use of bark, rocks and similar materials in compliance with these Rules as stated elsewhere herein.

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

(3) Resident shall not, unless authorization is given by Community Management, remove any plants upon Resident vacating the Community, except as may be necessary to move the home from the Homesite, if applicable.

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

(5) Waterfalls, statuary and other forms of decor will be permitted only with Community Management's approval.

(6) Some form of planted ground cover, acceptable to Community 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 the Resident. All decorative rock must be washed frequently. Additional bark, chips and/or rock must be added as necessary, to insure 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. However, a small tree (which, at maturity, may not exceed eight feet (8') in height) may be planted on Resident's Homesite only with prior written approval of Community Management. Community Management retains the option to determine the location of and the type of tree which may be planted. In no event may any tree be planted within six feet (6') of any lot line or in the vicinity of any underground utility system.

(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 one hundred square feet (100 sq. ft.) are permissible in the rear of the Homesite providing it is out of view from the Community streets. Items grown must be less than four and one-half feet (4-1/2') tall. Corn, sunflowers, or large vines are not permitted.

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

(12) The existing drainage pattern and grading of the Homesite may not be changed without Community Management's consent. Resident is responsible for insuring that water does not puddle or stand and drains away from Resident's 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 home or repairing and/or replacing any improvements.

E. 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) Mowing of any lawns as required.

(2) Homesite shall be kept free of weeds and debris.

(3) The trimming of all shrubs, vines and bushes in a manner that maintains an attractive shape and prevents such plants from being excessively high or brushing against a neighbor's 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 Community, to exceed the height of Resident's home, or to obscure the vision of persons driving in the Community.

(4) Responsibility for trees on rental space in the Community shall be governed by California Civil Code Section 798.37.5.

(5) Resident will not trim trees or shrubs on Community property other than on his or her Homesite without Community 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 to 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 Community's streets or onto the yards of neighboring Residents.

9. GENERAL MAINTENANCE OF HOMESITE.

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

(1) Only outdoor patio furniture and barbecues 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 home at anytime.

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

(1) Exterior Painting. The exterior paint on Resident's 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 Community. Written approval must be obtained from Community Management prior to any painting. Any change in color requires advance approval of Community 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, unless the driveway was installed by the Community and the driveway installed by the Community has not been renovated or replaced by Resident. Residents shall keep the street area in front of their homesite free from debris.

(4) Damage. If any portion of the exterior of the home or its accessory equipment, structures, or appliances or the homesite are damaged, the damage must be repaired or replaced within thirty (30) days. Upon written request of Resident, Community Management may extend the time for repair if Resident is diligently proceeding with such repair or replacement. This includes, but is not limited to, damage to the siding, awning supports, down spouts, skirting, porch or storage shed. If Resident's home has been substantially damaged (as determined by Community Management) and not been repaired, reconstructed, or restored within a reasonable time after work has been commenced on it, then Resident shall remove the home from the Community at Resident's expense. Upon such removal, Resident shall continue to be bound to perform all of Resident's obligations under the Rental Agreement,

unless Resident has given Community Management sixty (60) days' written notice that Resident is vacating the tenancy.

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, herbicides, insecticides, poisons, chemicals or other toxic materials), except for ordinary and customary household cleaning supplies and garden substances.

(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 home and/or storage building).

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

(4) In the event Resident stores or disposes of hazardous substances under or about Resident's Homesite or elsewhere in Community, Resident shall immediately and appropriately remove the hazardous substances at Resident's own expense. If the Resident fails to remove the hazardous substances within ten (10) days after Community Management gives Resident written notice to remove the hazardous substances, the actual cost of such removal shall be immediately due and payable to Owner. Resident agrees to indemnify Community Management against (and hold Community Management harmless from) any loss, liability, damage or expense, including, without limitation, reasonable attorneys' fees, which (either directly or indirectly) Community Management 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 Community or any other areas of the Community.

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, kleenex, disposable diapers, and sanitary napkins or other inappropriate items shall not be placed in the sewer system. Community Management shall not be responsible for damage done to any 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.

E. Utility Pedestals. The utility pedestals (water and utility hookups) must be accessible at all times. If one of the Community'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.

F. Licenses and Fees. All homes within the Community 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 home by any county, state or federal agency must be paid by Resident. Resident shall provide to Community Management, on three (3) days' written notice, a copy of the registration card issued by the Department of Housing and Community Development (or other applicable registration) for the home occupying the Resident's homesite.

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

H. Mailboxes. Individual mailboxes shall be Resident's responsibility and shall be maintained in good condition, including, but not limited to, periodic cleaning and repainting as necessary.

I. Garbage and Trash Disposal. Garbage must be wrapped and, with other refuse, must be placed in plastic trash bags and kept inside the 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 Community and not placed in Resident's containers.

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

(4) Bringing trash from outside the Community to dump in Resident's trash containers is not permitted.

(5) Trash will be picked up periodically by the local refuse hauler. A maximum of two approved containers may be placed at Resident's curbside; no materials may be left outside of the two approved containers per 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 home.

10. GRANDFATHER CLAUSE.

Nothing herein shall be deemed to require a home, accessory structures or landscaping which is in existence on the effective date to comply with these Rules relating to the same, providing said improvements complied with the applicable laws at the time of initial installation and the previous rules and regulations. No violations of the previous rules and regulations are intended to be grandfathered and all such violations must be corrected.

11. ADVERTISEMENTS.

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

B. The Community bulletin boards may be used by Resident for no longer than thirty (30) days to advertise the sale of a specific item or items.

C. "Patio sales", "moving sales", and "yard sales" are expressly prohibited, unless conducted with prior written approval of Community Management, which approval shall not be unreasonably withheld.

12. ENTRY UPON RESIDENT'S HOMESITE.

Community 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 Community at any reasonable time, but Community Management may not do so in a manner or at a time which would interfere with the occupant's quiet enjoyment. Community Management may enter a home without the prior written consent of Resident in the case of an emergency or when Resident has abandoned the home.

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, except at special functions approved in advance by Community Management. If alcoholic beverages are to be consumed, a liability insurance binder that names the Owner as an additional insured and/or loss payee may be required. No glassware or soft drink 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 Community Residents' Committee, written approval is given by Community Management, and if bingo games are conducted in compliance with applicable law.

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

F. No Resident may have more than two (2) guests at anytime in the billiard room unless there is no one else waiting to play. There is a maximum of two (2) games if other Residents are waiting to play.

G. Smoking is not permitted in the clubhouse and other enclosed areas of the Community's common facilities.

H. No one may put their feet against the wall, windows or tables within the recreational areas.

I. Screaming, running, horseplay and loud noises are not allowed in the recreational areas.

J. Recreational facilities and swimming pool regulations may be changed or revised upon sixty (60) day's notice to Resident.

K. Radios, CD players, boom boxes, televisions, and other such entertainment devices are not permitted in the pool area, the clubhouse and recreational facilities of the Community, unless used with earphones.

L. Residents wishing to reserve the clubhouse or rooms in the clubhouse for private parties, meetings or other functions must apply by making arrangements with Community Management two (2) weeks in advance. Should the date not conflict with any other applications, social events or planned use of the facilities, and upon approval by the Community Management, the request will be granted. During such a scheduled event or party, the reserved clubhouse facilities will not be available to other residents and their guests.

There will be no charge for the use of the clubhouse; however, Resident will be required to pay for any damage that may occur. Those scheduling the function will be responsible for 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 Community. Resident will, therefore, be required to provide Community Management with information relating to the function so that Community Management may evaluate the function.

14. SAUNA RULES.

- A. Persons using the sauna do so at their own risk. It is advised that Resident and Resident's guests and family members should not use this facility alone.
- B. Smoking and alcoholic beverages are prohibited in the sauna.
- C. Guests are not permitted to use the sauna unless accompanied by a Resident.
- D. This facility will be closed from time to time at Community Management's discretion for cleaning and repairs. However, Resident may not lock the sauna area for any private use at any time.

15. SWIMMING POOL RULES.

- A. Persons using the 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, Resident's guest(s), or any other occupant of Resident's 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 to be used while others are using the pool.
- E. The swimming pool and spa pool are heated and available year round.
- F. Only manufactured swim wear in good condition may be used. No cutoffs or other similar "homemade" swim wear is permitted.
- G. Minor guests 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.
- K. For protection of deck furniture, please place towels over chairs when using suntan oil, creams, or lotions.
- L. No one with a skin disease or open wound is permitted in any of the pools.
- M. Shoes or sandals must be worn to and from the pool area.
- N. Community 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. Pools hours and additional pool rules are posted in the pool area and are incorporated herein by this reference.

16. REST ROOM AND SHOWER FACILITIES.

A. Rest rooms and showers are provided for the exclusive use of Residents and their guests. These facilities are available for showering before and/or after using the swimming pool or as a rest room for persons using the laundry room or swimming pool. At all other times, Resident is to use the bathroom(s) located in Resident's home.

B. These facilities will be closed from time to time at Community Management's discretion for cleaning and repairs.

17. LAUNDRY FACILITIES.

A. The laundry facilities are provided for the exclusive use of Residents of the Community.

B. Laundry hours are posted. These facilities will be closed from time to time at Community Management's discretion for cleaning and repairs.

C. Washers and dryers 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. Additional regulations governing the use of the laundry and its facilities are posted and are incorporated herein by reference.

18. PARKING.

A. Only "permitted vehicles", up to a total of two (2), may be parked on Resident's homesite, unless the carport will hold more, and all of Resident's vehicles defined as "other vehicles" or in excess of two (2) in number (or the number which the carport will hold) must be parked outside of the Community. Any vehicle parked in Resident's driveway may not extend beyond the front of the Resident's home.

(1) "Permitted vehicles" specifically include sports cars, coupes, sedans, vans, station wagons, pickup trucks under one (1) ton, or sport utility 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 home occupied by Resident), "RVs," dune buggies, motor scooters, minibikes, mopeds and other two and three wheeled motorized or self-propelled transportation unless the vehicle is the primary means of transportation for the Resident or is used in lieu of a wheel chair or is any other type of transportation used for disabled persons.

(2) A pickup truck or van may not, without Community 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 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 Community, 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 Community 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.

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 or on the host Resident's Homesite. There can be no assurance that all guests will find permitted parking in the Community.

E. Resident may use the guest parking if the Resident is using the recreational or laundry facilities or visiting other residents. Residents may not use guest parking as an additional permanent parking place for a vehicle.

F. Any vehicle parked in violation of these Rules and Regulations or in violation of signs posted throughout the Community may be towed from the Community at the expense of the vehicle's owner. Towing will be pursuant to MRL and VC 22658(a).

G. Sleeping in vehicles is prohibited.

Storage 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 part of a commercial activity. However, Residents may leave their vehicle in their parking space when on vacation.

I. No permanent parking of trailers, trucks larger than 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 more than 5 times in any one month, except for short periods (1 hour) for loading and unloading.

J. A limited number of parking spaces are available for travel trailers, boats, campers, trucks and extra cars on a first come first serve basis. These spaces are located in a storage area within the Community. By providing such spaces to the Residents, Community Management is providing a service, but is not under any obligation to provide such a service. Therefore, Community Management may impose an additional fee for the storage of any vehicle, boat or trailer, and a separate storage agreement must be signed in connection with the use of any such spaces.

19. MOTOR VEHICLES AND BICYCLES.

A. No vehicle leaking oil or any other substances or fluids shall be allowed in the Community. 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 trailer (other than the home Resident resides in) may be done on the Homesite without Community 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 Community 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 Community by any person who is not properly licensed. All vehicles operated within the Community must be registered and licensed for street usage.

G. Excessively noisy vehicles are not permitted in the Community.

H. Motorcycles, motor scooters, minibikes, mopeds or other two and three wheel motorized vehicles entering or leaving the Community must be driven by the most direct route between the Community's entrance and Resident's home and may not otherwise be driven on any other street in the Community, except for wheeled motorized wheel chairs and similar health equipment. All such vehicles shall be equipped with mufflers or other necessary noise suppressing devices. Furthermore, all such vehicles shall be licensed street legal and driven by a licensed driver only, if a license is required for such vehicle.

I. Bicycles may only be driven on the roadways and not on sidewalks, grass or vacant homesites. 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 Community.

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

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, or rude, boisterous, objectionable or abusive language or conduct. The use or display of any weapon, including, but not limited to, a bow and arrow, BB guns, knives, fireworks and guns are expressly forbidden. Persons under the influence of alcohol or any other substance shall not be permitted in any area of the Community 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 Community.

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 Community 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 Community 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 home with the Community's Rules and Regulations.

E. The use of baseballs, footballs, or other flying objects within the Community is prohibited. The Community's streets shall not be used for the playing of games and sports.

F. Except for barbecues approved for use by Community Management or fireplaces and other appliances installed in Resident's home, 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 Community 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 home 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 the Community's recreational facilities and common areas.

I. The home 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 homes.

J. Notwithstanding anything contained herein to the contrary, Resident may use the home and Homesite for a home occupation subject to any applicable local regulations and subject to the following conditions:

(1) A notice of intent to engage in a home occupation is submitted for Community Management's written approval not less than thirty (30) days before the intended start date of the home occupation;

(2) All required business licenses and/or permits are obtained, and copies are provided to Community Management;

(3) The Community's address shall not be used in any advertising;

(4) No foot traffic or additional commercial vehicles will be permitted;

(5) No one other than an occupant of Resident's home shall be employed on the Homesite in the conduct of the home occupation;

(6) The home occupation shall be conducted entirely within the home and shall be incidental and secondary to the use of the home as a residence;

(7) The home occupation shall not be conducted in an accessory structure, and there shall be no storage of equipment or supplies in an accessory structure or exterior building;

(8) No vehicles, except those normally incidental to residential use, shall be kept on the Homesite; and

(9) The residential character of the exterior and interior of the home shall not be changed. Resident's home shall be for the personal and actual residence of Resident; if Resident no longer resides in the home, no home occupation will be allowed.

K. In keeping with the Community's status as housing for older persons under HOPA, babysitting and child care (except on an infrequent basis, without compensation and for family and friends only) and foster care are not permitted.

21. PETS.

Pets
A. Special permission to keep a house pet in the Community must be obtained from Community Management. A house pet is defined as a pet that spends its primary existence within the home. Community 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 Community. No more than two (2) pets are allowed per home.

(1) The types of pet permitted are: a domesticated bird, cat, dog, or aquatic animal kept within an aquarium, except that the two (2) pet limit shall not apply to fish. Only medium-sized cats or dogs (which, at maturity, do not exceed twenty pounds (20 lbs.) in weight or fifteen inches (15") in height when measured at the shoulders in a standing position) are permitted, except for service animals. Pit Bulls, 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) After moving into the Community, a pet may not be acquired without written permission from the Community Management. Community Management must approve all pets before application to rent is accepted, with such approval not to be unreasonably withheld.

(4) If a pet is lost or dies, written permission to acquire a new pet must be obtained from Community Management.

(5) If any of the rules regarding pets is violated, and such violation is noted by Community 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 Community 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 law. Evidence of licensing and inoculation shall be submitted to Community Management within seven (7) days of receipt of written request for such information.

(2) Pets must be on a leash when not inside the home or fenced yard. When Resident is not home, pets must be inside the home.

(3) Any pet running loose in the Community will be taken to Animal Control. Recurring violations of this rule will lead to the loss of the privilege to maintain a pet.

(4) Pets will not be allowed in the clubhouse or any recreational area at any time, except for service animals.

(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 Community and Community 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 Community. This includes, but is not limited to, any type of confining barricade or structure, except that a pet may be kept within a fenced enclosure when the Resident is home.

(7) Feeding of stray cats and other animals is prohibited.

(8) The tying up of pets outside the home and leaving them unattended is prohibited.

(9) Pets may be walked in the Community on a leash. If Resident's pet is allowed to exercise in Resident's yard or elsewhere, all excrement must be picked up, wrapped in paper and placed in the trash immediately.

(10) Community Management encourages pets to be spayed or neutered. However, in the event of offspring, Community Management must be immediately notified and written permission of Community Management must be obtained for the offspring to stay in the Community for a temporary period not to exceed eight (8) weeks.

22. ZONING AND CONDITIONAL USE PERMIT INFORMATION.

A. The nature of the zoning under which the Community operates is as follows: R-MH #9.

B. The date of expiration or renewal of any conditional use or other permits required to operate the Community which are subject to expiration or renewal is as follows: The Community is not operating pursuant to a conditional use permit which has an expiration date.

C. The duration of any agreement of the Community or any portion thereof in which the Community is a Lessee is as follows: The Community is not subject to any underlying ground lease.

D. If a change occurs concerning the zoning permit under which the Community operates or an agreement in which the Community is a lessee, which in either case the change would impact Residents' tenancy, then all Residents shall be given written notice within thirty (30) days of such change.

23. RENTING, SUBLETTING OR ASSIGNMENT.

Resident may sublease Resident's home upon the prior approval of Community Management and in accordance with the provisions of the rental agreement governing subleasing. Community Management may place such restrictions upon subletting as are permitted by law, may increase the rent charged to Resident as permitted by law, and may amend these Rules and Regulations to include provisions regarding subletting.

24. FIXTURES.

Resident is exclusively responsible for the maintenance of all accessory equipment, structures or other improvements (hereinafter "fixtures") permanently attached to Resident's home or embedded in the ground at Resident's Homesite whether installed by Resident or pre-existing as of the date of

commencement of Resident's tenancy. Resident shall insure that such fixtures are kept in a safe condition and comply with these Rules and Regulations, and Resident shall prevent the deterioration of any fixture and shall be liable for any damage caused by Resident's lack of proper maintenance respecting such fixtures.

A. Upon the sale of Resident's home, Community Management may require the repair or improvement of the exterior of the home and/or its accessory equipment and structures to comply with local ordinances or state statutes of regulations, or to comply with the then current Rules and Regulations that implements or enforces local or state ordinances, statutes or regulations relating to homes. Within ten (10) days of receipt of a written request, Community 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 improvements shall remain upon and be surrendered with the Homesite. Community 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 caused by the removal, including, but not limited to, the filling in and leveling of holes or depressions and shall leave the Homesite in a neat and uncluttered condition with the Community's original engineered grade intact.

C. If Resident should remove Resident's home, Resident shall remove all landscaping and improvements, accessory equipment and structures except the driveway (if installed by Community), utilities and other improvements belonging to Community.

25. INSURANCE.

Owner does not carry public liability or property damage insurance to compensate Resident, Resident's guests, or any other persons from any loss, damage, or injury except those resulting from actions where Owner would be legally liable for such loss, damage or injury. Resident is responsible for obtaining, at Resident's own cost, extended coverage for homeowners, fire and other casualty insurance on the home, other improvements and contents to the full insurable value and such other insurance as is necessary to protect Resident, Resident's invitees or others from loss or liability, and Resident hereby agrees to indemnify and hold harmless Owner from any liability therefor. Resident shall provide to Community Management proof of Resident's homeowner insurance policy (or policies) on Resident's home and Homesite. Prior to approval of any application for pets, subleasing (if permitted) and installation of improvements to Resident's Homesite, home, or its accessory equipment and structures, Resident will be required to provide to Community Management written proof of liability and homeowner insurance.

26. SOLICITATION.

Throw-away newspapers, distribution of handbills and door-to-door selling or solicitation are not permitted without Community Management's consent, except that nothing herein shall be deemed to limit the Residents or the Residents' Association from distributing information to each other. All salespeople must make individual appointments with the Resident concerned or interested.

27. COMMUNITY OFFICE AND COMPLAINTS.

Except in an emergency, please do not telephone or contact Community Management after normal business hours. Community Management shall maintain business hours sufficient to accommodate the requirements of the Community and shall post the business hours in the Clubhouse in a conspicuous place. The Community's office phone is for business and emergency use only.

A. Except for emergencies, all complaints must be in writing and signed by the person making the complaint.

B. Resident shall not request maintenance personnel to perform jobs for Resident, nor shall Resident give instructions to maintenance personnel. All repair or maintenance requests shall be submitted in writing to Community Management.

28. REVISIONS OF RULES AND SEVERABILITY.

A. Community 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 California 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.

29. APPROVAL OF PURCHASER AND SUBSEQUENT HOMEOWNERS.

Prior approval of Community Management must be obtained if the prospective purchaser of the home intends for the home to remain in the Community. Among other requirements, any purchaser must do the following before occupying the home: (a) complete an application for tenancy (which may include a fee for obtaining a financial report or credit rating); (b) be approved 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 Community's then effective Community Rules and Regulations and other residency documents. In addition, see the requirements under paragraph 30, Approval of Purchaser and Subsequent Homeowners After Service of Sixty Day Notice to Terminate Possession Under Civil Code § 798.55, of these Rules, which are incorporated herein by this reference.

30. 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, Resident may move or sell Resident's home before the expiration of the Sixty Day Notice period.

B. After the expiration of such Sixty Day Notice period, and the home has neither been sold nor moved, the home may not remain at its present location and must be removed.

C. If Resident chooses to sell the home before the expiration of the Sixty Day Notice period and have the home remain in the Community, Resident must pay all past due rent and utilities upon the sale of the home 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 home, Resident 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 approved 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 Community's then effective Community Rules and Regulations and other residency documents;