

El Dorado Rules

Revised 10-01 19

Kleege Enterprises

12625 high bluff dr, San Diego ca 92130

CONTENTS

i. Introduction	5
1. General	5
2. Definitions	5
3. Community Philosophy/Housing for Older Persons	5
4. Enforcement	6
5. Incorporation of Lease and Rental Agreement	6
6. Application/Acceptance	6
7. Management Entry Upon Resident's Home Site	7
8. Architectural/Landscape Committee	7
II. Use of Home Sites	7
1. Occupancy	7
2. Subleasing	7
3. Guests	7
A. Guest Visitations	7
B. Guest Stays	7
C. Permanent Guests	8
4. Commercial Enterprise or Solicitation	8
5. Pets	8
A. Written Permission	8
B. House Pets Defined	8
C. Maximum Number and Size	9
D. Inoculations, Containment and Pet Behavior	9
E. Guests' Pets	9
F. Pet Sitting	9
G. Homeowner Responsibility for Damage	9
H. Food and Water Outside Home	9
III. Standards of Behavior	10
1. Conduct	10
A. Substantial Annoyance	10
B. Excessive Noise	10
C. Nuisance/Waste	10
D. Public Intoxication/Loitering	10
E. Illegal Conduct	10
F. Treatment of Community Personnel	10
2. Complaints/Tenant Disputes	10
A. Tenant Disputes	11
B. Complaints Regarding Conduct	11
C. Compliance with Law and Rules and Regulations	11
3. Care of Community Property	11
A. Trespass	11
B. Impermissible Conduct	12
C. Toxic Chemicals	12
D. Damage to Community Property	12

IV. General Maintenance of the Mobile Home and Home Site	12
1. General Requirements	12
A. Prior Approval	12
B. Liability	12
C. License and Registration	12
D. Insurance	12
E. Architectural Compatibility	12
F. Resale and Transfer of Ownership	13
G. Repairs Prior to Sale	13
H. Removal	13
2. Home site Maintenance and Appearance	13
A. Lighting	13
B. Trash	13
C. Laundry	14
D. Storage	14
E. Shed(s)	14
F. Signage	14
G. Dangerous Materials	14
H. Damages to Home or Home site	15
I. Placement of Satellite Dishes	15
J. Charge for Failure to Maintain	15
3. Landscaping, Trees and Shrubs	15
A. Owner Responsibility	15
B. Landscape Standards	15
C. Removal of Landscaping	16
D. Appearance	16
E. Trees and Shrubbery	16
4. Home Installation, Improvements and Repairs	16
A. Mobile Home Standards	16
B. Initial Installation	17
C. Mandatory Improvements	17
D. Fences	17
E. Awnings and Skirtings	17
F. Steps/Porches/Storage Shed(s)	17
G. Accessory Equipment	17
H. Air Conditioners	17
I. Exterior Painting	17
J. Discretionary Improvements and Additions	18
K. Contractors Performing Services	18
L. Permits	18
M. Driveways	18
N. Drainage and Running Water	18
5. Utilities	18
A. Meters	18
B. Easements	19
C. Access	19

V. Vehicles 19

1. Types and Operation	19
A. Type	19
B. Vehicle Operation	19
C. Motorcycles/Motorbikes	19
D. Parking and Use	19
2. Owner Responsibilities	20
A. Liability	20
B. Maintenance	20
C. Towing	20
VI. Facilities and Recreation Activities	20
1. General	20
2. Use by Individuals	20
3. Alcoholic Beverages	20
4. Swimming Pool	21
5. Bicycles, skateboards, Rollerblades	21
VII. Acknowledgement	21

I. INTRODUCTION

1. General. El Dorado Mobile Home Park operates as a "Housing for Older Persons" Community and is a community designed and operated exclusively to meet the housing needs of older persons.

El Dorado Mobile Home Park has established the following Rules and Regulations ("Rules") to govern your tenancy/residency in the community. The Rules have been prepared and will be enforced in accordance with the provisions of the Mobilehome Residency Law (MRL) and the federal and state fair housing laws.

Please study these Rules and be familiar with their contents as they dictate Your tenancy/ residency in the Community and constitute a binding agreement between You and the Community. These rules apply not only to You but to Your guests and those who are in the Community at Your request and with Your permission.

2. Definitions. We have attempted to write the rules in terms you can easily understand, and certain terms are used throughout these rules and defined here:

- A. "You" or "Your" and "Homeowner"** describe the actual Homeowner as defined by the MRL. This is the individual who is the registered owner of the mobile home on the Home site, is approved for tenancy in the Community, and who signs the Rental/Lease Agreement, as well as all Residents.
- B. "Resident"** is defined as an individual who lawfully occupies the mobile home on the Home Site.
- C. "Extra Persons"** are all other persons who do not fall under the definition in 2.A. of a Homeowner and shall not have tenancy rights under the Rental/Lease Agreement. This definition includes all others sharing the Home Site per MRL 798.34(b)-(d), or other persons in the Home Site at the invitation of the Homeowner or Resident pursuant to the MRL. Until a prospective purchaser has been approved for tenancy, has signed a Rental/Lease Agreement with the Community and closed escrow purchasing the mobile home, they will be considered an "Extra Person" under the Rental/Lease Agreement, without tenancy rights.
- D. "We", "Us", "Our", or "Owner"** describes El Dorado Mobile Home Park management or owners, including the Owner's partners, directors, representatives, officers, employees and agents.
- E. "Community" or "Park"** is the entire complex, including all physical structures and facilities as well as all residents, managers, owners and employees.
- F. "Home" or "Mobile Home"** refers to Your mobile home, manufactured home, or trailer, and any fixtures or other attachments.
- G. "Home Site"** refers to the real property on which your home is situated, and is rented to the Homeowner, You, by the Park Owner, Us.
- H. "MRL"** is the Mobilehome Residency Law, which refers to the provisions of the California Civil Code Sections 798 *et seq* which govern mobile home tenancies.
- I. "Management" or "Manager"** refers to the individual or staff hired by the Park Owner to run the Community.

J. "Rights of Tenancy." This document is essentially an expose on the "Rights of Tenancy."

3. Community Philosophy /Housing for Older Persons. El Dorado Mobile home Park is proud to offer a quality standard of living for its Residents. We have designed these rules for Your protection and safety and to set forth standards of conduct to ensure that this quality of life endures for all Homeowners, Residents, and Tenants of the Community.

In accordance with the Federal Housing for Older Persons Act of 1995, HOPA, as amended or modified from time to time, the community is intended to be and is operated as "housing for older persons." Under HOPA, "older persons" are defined as persons age 55 or older, with certain exceptions as allowed by HOPA. Subject to these exceptions, each occupied Home Site within the Community must be permanently occupied by at least one person 55 years of age or older as of the date of occupancy, and all Residents of the Community must be at least age 45, 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, at its sole discretion, make certain exceptions to the foregoing provisions in accordance with applicable law.

Any advertisement for the sale of the mobile home should include a reference to the fact that the park is reserved for persons age 55 or older.

4. Enforcement. These rules and any future amendments govern Your tenancy in the Community. If You or Your guests violate these rules, you may be evicted from the Community pursuant to the MRL (798.56(d)) or We may obtain an injunction prohibiting You or Your guests from further violating the rules (MRL 798.88). These rules may be changed from time to time in conformance with the MRL and city ordinances.

Please note that the Community Management will interpret and enforce the provisions of these rules in a reasonable manner. By executing a rental/lease agreement with the Community, You acknowledge and agree that these rules are reasonable and that You consent to abide by them as a requirement of Your tenancy / Residency with the Community. If any of these rules are unclear, it is Your responsibility to ask the Community Management for clarification.

5. Incorporation of Lease and Rental Agreement. All terms and conditions of Your lease or rental agreement with the Community are incorporated by this reference into these Rules. These Rules are referenced in your lease and may be attached to your Rental/Lease Agreement. Any violation of the terms and conditions of your lease or rental agreement with the community will be considered a violation of these rules and may be grounds for Your eviction and/or an injunction against You. Please note that some of the provisions stated in Your lease or rental agreement are reiterated in these Rules for your convenience.

6. Application and Acceptance. For you to be permitted to become a Homeowner, Resident, or Tenant in the Community, You must fully compete and submit an Application for Tenancy to Community Management and must be approved by Management. Management may reject any applicant based on Management's reasonable belief that the applicant is unable to pay the rent or comply with these rules, pursuant to the MRL. Please request residency requirements from management prior to applying.

Applicants who otherwise meet written age, income, credit, and rental history guidelines will not be arbitrarily denied tenancy. All applications must be fully completed to be considered. Management reserves the right to require and/or confirm the validity of all documentation or information that You produce as part of Your Application for Tenancy.

Only persons who have applied for and have been accepted as tenants shall occupy a mobile home on the leased space. The registered owner of a mobile home on the leased space must apply and qualify for tenancy and must occupy the mobile home upon acceptance to reside at the space. Each applicant for residency will be accepted solely based upon his/her application and qualification and not those of any other persons. Each applicant for residency must represent in writing to the Community that no other person will reside in the mobile home or the leased space without the applicant's presence regardless of whether they have been listed on the application or lease agreement as an additional occupant, although up to one month housesitting in the Homeowner's absence is permitted, provided the house sitter is at least 30 years of age, is not accompanied by children or guests and management is notified.

Homeowner shall furnish to the Community a copy of the registration of the mobile home located on the Homeowner's space. Homeowner shall furnish community with a new copy of the registration if any changes occur in the legal or registered ownership. Additionally, the Homeowner shall keep the registration of the mobile home current at all times. In the event Homeowner fails or refuses to provide a current copy of the registration, Management may obtain a copy from the Department of Housing and the Homeowner will be liable to management for reimbursement of the expense incurred in obtaining this information.

7. Management Entry Upon Resident's Home Site. Management shall have a right of entry upon the Home Site for maintenance of utilities or when the Resident fails to maintain the Home Site in accordance with the Rules, and/or to effect an action for the protection of the Park and its Residents. Management will endeavor to do so in a manner or at a time that would not interfere with the occupant's quiet enjoyment. Management may also enter a mobile home, storage shed, garage, or enclosed porch, or other enclosed structure without the written consent or permission of the resident only in cases of emergency or when the resident is believed to have abandoned the mobile home. Documentation of the reason for this belief must be provided by management at the homeowner's request.

8. Architectural/Landscape Committee. An Architectural/Landscape Committee will be formed which shall consist of three (3) to five(5) Homeowners. The purpose of the Architectural/Landscape Committee will be to help ensure the appearance standards of the Park are maintained. All plans for any exterior work which are required to be submitted to Management, such as landscape plans, shed, porch or stair construction, and all approvals sought from Management for exterior appearance items, such as exterior paint schemes or light types and placement, will first be submitted to the Architectural/Landscape Committee for approval. Management will make final decisions after considering the recommendations of the Architectural/Landscape Committee.

II. USE OF HOMESITE

1. Occupancy. No more than two (2) persons per bedroom plus one (1) will be allowed to occupy your Home. A bedroom is defined as a living space which is designed for sleeping and which has a closet but no plumbing.

2. Subleasing. Except as provided in California Civil Code 798.23.5, Homeowner shall not sublease or otherwise rent all or any portion of Homeowner's Home, this Lease or the Space. If Park discovers that Homeowner has done or has attempted the foregoing in violation of the conditions stated, this Lease is subject to termination in accordance with California Civil Code 798.56(d). Nothing in this paragraph shall be deemed to constitute a violation of California Civil Code 798.34(b).

3. Guests. Guests will have no rights of Tenancy in the Community.

A. Guest Visitations. You are allowed to have guests visit with You on Your Home Site. However, You must ensure that each guest is familiar with and abides by these Rules. You must accompany each guest while he or she uses the Community's facilities or common areas. Minor-age guests must be accompanied in public areas, including the street. We reserve the right to determine whether the community's recreational and other facilities can accommodate You and Your guests. Please note that You are personally responsible for all of the actions and conduct of Your guests.

B. Guest Stays. You are allowed to have guests stay at Your home. However, said guests must agree to abide by all Community Rules, and must be accompanied by the Homeowner while using the Community facilities. You are only allowed to have others reside in your home during your absence with written permission from Management (e.g. house sitters, pet sitters). Guests may only stay for up to twenty (20) consecutive days or thirty (30) total days in a calendar year without written approval from Management, although notification is suggested; beyond that, approval is required.

C. Permanent Guests. Any guest wishing to stay with a Homeowner more than twenty (20) consecutive days or thirty (30) total days in a calendar year, including immediate family members or guests pursuant to MRL 798.34 (b) or (c), must apply to Management for permission to reside with the Homeowner as a "Permanent Guest." Management may accept or reject the application if Management reasonably determines that, based on the community rules and the applicant's prior tenancies or conduct while a guest in the Community, he or she would not comply with the Community's Rules. In any case, such Permanent Guest shall have no rights of tenancy in the Community and shall comply with the Community's Rules. In the case of a permanent guest pursuant to MRL 798.34(c), such person providing live-in health or supportive care shall provide a copy of the physician's written treatment plan. A person required to be licensed shall provide a copy of his or her license to Management at the time of application for guest status. Management reserves the right to reject any application where this information is not provided at the time of application.

All Permanent Guests must sign a separate agreement with the Community acknowledging their status as guests and not tenants, and agreeing to comply with the Community Rules and other conditions of the agreement as a condition of acceptance of their application. All permanent guests must be at least age forty-five (45), excluding the exceptions noted above.

Homeowners will not be permitted to let others use their mobile home in their absence without prior Management approval.

4. Commercial Enterprise or Solicitation. No Homeowner may engage in any type of commercial business that involves entry of others to the Community or use of the Community water, trash removal, sewer or mail service. No garage, patio, rummage or yard sales are permitted on the Home Site, and no signs advertising such sales elsewhere are allowed. No commercial or religious solicitation is permitted in the community, nor is solicitation of any kind by outsiders, including charitable, allowed in the park. Violators should be reported to Management. Other solicitations may be permitted only with prior approval by Management. Only in-Community Services are permitted.

5. Pets.

A. Written Permission. Pets will be allowed to stay in the community if they meet the requirements listed in the Community's pet rules and regulations. If You desire to keep a pet in the Community, You must have written permission by Management, and You must sign and observe the separate Pet Agreement specifying rules for keeping pets. You must provide Management with a recent photograph of the pet. Violation of these pet rules or the Pet Agreement may result in termination of your right to keep the house pet in the Community. If any of the rules regarding house pets is violated, and such violation is noted by Management or a valid complaint is made by another Resident, the Resident owner of the house pet may receive an official notice in writing stating that the right to keep a pet within the Community is terminated.

B. House Pets Defined. A house pet is defined as a pet that spends its primary existence within the mobile home. If a house pet is lost or dies, written permission to acquire a new house pet must be obtained from Management. In the event of offspring, Management must be notified and written permission must be obtained for the offspring that exceeds the number of pets allowed, so that they may remain in the Community for an interim period.

Only certain kinds of pets are permitted. Since it is impossible to list every animal in either the permitted or prohibited categories, dogs, cats, small birds, and aquatic animals kept in an aquarium are permitted; large, wild, exotic, and farm animals, such as snakes, iguanas, poisonous spiders, ferrets, pot-bellied pigs, goats, peacocks, chickens, rabbits, mice, white rats and macaws are not. Dog breeds that are known to be aggressive, including pit bulls, rottweilers, Doberman pinschers, German shepherds, and chows, are prohibited, as are mixtures of these breeds. A legitimate registered guide or service dog or other service animal which has completed the required training is exempt from these pet restrictions. Check with management if there is any doubt.

C. Maximum Number and Size. Residents may keep one (1) dog or one (1) indoor cat. The size limit for dogs at maturity is twenty (20) inches from shoulder down and no more than thirty (30) pounds at maturity. A legitimate guide dog, service dog, or other service animal is exempt from size restrictions. If any pet, including guide or service dogs, appears to pose a threat to the health and safety of other residents or employees of the park, permission to keep the animal will be denied or revoked.

D. Inoculations, Containment, and Pet Behavior. Each house pet must be licensed and inoculated in accordance with local law. All state and local leash laws will apply within the community. House pets 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 keep a house pet in the community. House pets will not be allowed in the clubhouse, laundry, or any recreational area or common areas at any time.

House pets will not be allowed to cause any disturbance which might annoy neighbors, including but not limited to barking, growling, biting, excessive noise, or any other unusual noises or damage. Any excessive barking or other animal noise reported to management as a nuisance must be curbed by the owner by any means necessary. **Failing that, the dog or resident will be required to leave the park.**

Under no condition are house pets to invade the privacy of anyone's home Site, flowerbeds, shrubs, or other personal property or space. All droppings must be disposed of in a sealed bag.

No exterior pet housing is permitted in the community. This includes, but is not limited to, any type of confining barricade, including gates on porches, or structure. The tying of house pets outside the mobile home and leaving them unattended is prohibited.

- E. **Guests' Pets.** Guests are not permitted to leave visiting house pets in their car. Guests with pets are to make certain that they adhere to the community's pet rules. It is the Resident's responsibility to make their guests with pets aware of these rules.
- F. **Pet Sitting.** Pet sitting for pets whose owner(s) do not reside in the community is not permitted, whether or not the pet sitting service is provided at no charge or for a fee. Pets belonging to anyone other than the resident are not allowed in the Park, including any resident's home or yard, without the pet's owner being present.
- G. **Homeowner Responsibility for Damage.** Homeowner is responsible for any damage to Community property or the property of other Residents caused by the house pet, including waste and any disturbances or annoyances caused within the Community. If the homeowner's pet exhibits violent or threatening behavior after execution of the pet agreement, homeowner must remove the pet from the community immediately.
- H. **Food and Water Outside Home.** Feeding stray or wild animals, including birds but excluding hummingbirds, is not permitted in the park. Food may not be left outside the home for any animal or pet. No birdbaths or seed feeders are permitted.

III. STANDARDS OF BEHAVIOR

1. Conduct. The community prohibits all actions which constitute a substantial annoyance to other tenants or Management, conduct that is illegal under local, state, or federal law, and conduct that threatens damage or harm to persons or property.

- A. **Substantial Annoyance.** This includes, but is not limited to, excessive noise, disturbing or threatening behavior, violent, harassing or intimidating behavior, public drunkenness, excessive bickering, fighting, profanity, boisterous, objectionable or abusive language, or illegal conduct. We strictly forbid any of these behaviors and also forbid the use or display of any firearm, gun, bow and arrow, BB gun, knife, fireworks, or other weapon. Additional substantially annoying behaviors are also defined in other provisions of these Rules.
- B. **Excessive noise.** We prohibit the use of radios, televisions, stereos, musical instruments, and other devices in a loud, disturbing manner. Ham or CB radios or other radio transmitters, which may cause interference to telephone, television, or radio reception are also prohibited. Visiting children should not be allowed to scream, play noisily, use skateboards,

etc, or play in the streets. Unusually loud noise from cars or motorcycles is also prohibited. Excessive noise under this provision constitutes a substantial annoyance.

- C. **Nuisance / Waste.** Waste (any activity that lessens the value of the property) or nuisance (the unreasonable, unwarranted, and/or unlawful use of property) by Homeowners, Residents, or Tenants is prohibited. Any activity that unreasonably constitutes nuisance or waste or interferes with another person's quiet and peaceful enjoyment of their premises constitutes a substantial annoyance and is prohibited. No person may encroach or trespass upon any area which is not intended for general use by the residents and their guests. There is to be no littering, including cigarette butts and dog droppings on any Community property, including property of other residents.
- D. **Public Intoxication / Loitering.** Persons under the influence of alcohol or any other intoxicating or illegal substance shall not be permitted in any common area of the Community and will constitute a substantial annoyance. Loitering is prohibited within the Community.
- E. **Illegal Conduct.** You are prohibited from violating, or allowing your guests to violate, any local, state, or federal law while located anywhere on Community premises, including, but not limited to, Your Home and Home Site. Illegal conduct will be in violation of these Rules and considered to be a substantial annoyance under the MRL.
- F. **Treatment of Community Personnel.** The Community is represented by a Community Manager who is vested with all the legal rights and authority necessary to enforce the rules on behalf of the Community. The Community Manager, any of its agents and all other Community employees must be treated with respect and must not be subject to intimidating behavior, excessive phone calls, excessive interruptions, harassment, abusive language, retaliatory behavior, or violence by You or any of Your guests. A violation of this provision will constitute substantially annoying behavior under the MRL. This provision includes Community agents and vendors of Community.

The converse is also the case. Management must treat residents and their guests courteously, with respect and dignity, as they would expect to be treated.

Residents shall not request assistance from Community Management employees for personal reasons.

2. Complaints and Tenant Disputes. Neither Community Management nor any of the Community's employees are legally empowered to act as law enforcement officers and will not act in that capacity.

- A. **Tenant disputes.** You and the other Residents are responsible for settling disputes that normally occur in any neighborhood among Yourselves. Management will not interfere with or attempt to settle such disputes and Community Management will not be liable to You for monitoring each routine disturbance, disagreement or minor problem that may occur between neighbors. If appropriate, You should notify city or county authorities who are authorized and trained to assist with these disputes. Any violent or harassing conduct should be immediately reported to police.

However, if the dispute involves a Park Rule being broken, management should be notified, as it is their job to take care of such infractions. Also, Residents should notify Management of possible security breaches or strangers in the Park.

- B. **Complaints Regarding Conduct.** You may document your complaints regarding the conduct or activities of other Residents or Management in writing and submit in the Manager's drop-box at the office. Your complaint must be typewritten or otherwise written to be legible, and You must sign and date Your complaint before You submit it to Management. Your complaint must include details regarding the nature of the complained-of activity, the date, time and place it occurred or was observed, and the names, if known, of the persons involved. Any corroborating evidence, such as photos, recordings of noise, or witnesses, should also be provided if available.

These complaints will be retained by Management and may be used by Management as it sees necessary to enforce its Rules and Regulations or otherwise. By submitting the complaint You agree that these complaints are not confidential, and that they may be used by the Community or in court; You, as the complaining party, may be required to appear in court to testify regarding the contents of Your complaint. Community Management will take whatever action it deems is reasonable and appropriate considering the circumstances and/or Community Management will have the discretion regarding appropriate response to written complaints.

If complaints about management are not resolved by management, or if the resident would not like their complaint about management to be known to management due to fear of reprisal, the relevant information can be sent to the park owner.

- C. **Compliance with Law and Rules and Regulations.** 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. The Homeowner recognizes, however, that Management's ability to obtain compliance is dependent upon a number of factors, including the cooperation of all Residents and their guests. The Homeowner agrees, therefore, that the enforcement of the Rules and conditions of tenancy are a private matter between Management and each Resident individually. The homeowner agrees that he/she is not a third party beneficiary of any other agreement between the Owner / Management and any other Community Resident.

3. Care of Community Property. The community prohibits all conduct which constitutes a nuisance or waste to Community property, conduct that is illegal under local, state, or federal law, and conduct that threatens damage or harm to persons or property.

- A. **Trespass.** You and your guests are forbidden from entering onto or using for any purpose any portion of any vacant Home Site within the Community. You and Your guests are also forbidden from parking or trespassing on vacant lots, or parking in another Resident's driveway without that Resident's permission.
- B. **Impermissible Conduct.** You and Your guests are not permitted to engage in any dangerous, annoying, disturbing, reckless, injurious, or harmful activities in the streets or common areas of the Community that may result in injury or damage to Community property or to Residents.

- C. **Toxic Chemicals.** No person may dispose of any oil, gasoline or other toxic chemical in the Community under any circumstances. All chemicals of this nature must be disposed of in authorized toxic disposal sites. No chemicals of this nature may be stored at Your Home or Home Site. A violation of this provision constitutes a substantial annoyance.

If a resident is planning to use airborne toxins that can affect others, such as pesticides, herbicides, and solvents, they must notify immediate neighbors before use so those neighbors can, if desired, protect themselves by closing their windows or leaving the premises for the duration. Also, there is to be no pesticide spraying of trees by Management on Home Site without prior notification to the Resident.

- D. **Damage to Community Property.** If there is a sudden or unforeseeable breakdown or deterioration of the Community's property or physical improvements, Management shall have a reasonable period of time after it learns of the condition to make repairs and bring the property or improvement into good working order.

IV. GENERAL MAINTENANCE OF THE MOBILEHOME AND HOMESITE

1. General Requirements.

- A. **Prior Approval.** All mobile homes moved into the Community must obtain written approval by the Community Management *before* being located within the Community. Homes must conform with the size requirements of the Home Site and Community standards established by Management.
- B. **Liability.** You will be responsible for any damage or injury caused by your failure to maintain your Home or Home Site.
- C. **License and Registration.** You must hold and maintain a current annual license and registration for your Home, and must comply with all applicable state and local laws for your Home and Home Site. You must furnish the Community Management a copy of your home's title and registration within 30 days of purchase, and must furnish Us new copies of the title and registration if any changes occur in the legal or registered ownership within 30 days of the change or within three days of a Management request.
- D. **Insurance.** You must carry and maintain adequate liability and fire insurance coverage on Your Home. You must present a copy of your insurance policy to Management within 30 days of signing the rental agreement and within 3 days of a request by Management. The Community Management is not responsible for any loss due to fire, accident, theft, malicious mischief, or any other loss whatsoever which arises by reason of any other cause except for the specific negligence or intentional act of Community Management. You assume all risk of loss due to any cause whatsoever other than the exceptions named above.
- E. **Architectural Compatibility.** 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 Management, and must have detachable hitches. Furthermore, the Homeowner is responsible for determining that the Homeowner's Home (as well as all appliances and additional equipment used on or at the Home Site) 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 by this

reference. However, Management may approve homes that do not meet these requirements for entry into the Community if Management feels it is appropriate to do so.

- F. Resale and Transfer of Ownership.** Any time you wish to sell your home you must give management a written notice of your intent to sell the home within 60 days prior to the sale. Management reserves the right to perform an inspection of the exterior of the Home and the Home Site so that items requiring repairs or maintenance may be noted, then completed by You, prior to selling the Home as required by the MRL. If You wish to have the home remain in the Community upon resale, You must ensure, prior to transfer of title, that the prospective purchaser applies and is accepted for tenancy in the Community, that all deficiencies to the Home and Home Site have been cured in compliance with the rules and the MRL, that all money owed on the Home Site is paid in full, and that the prospective buyer signs a rental agreement prior to moving in. You agree that if You transfer title to Your Home before these terms are met, You agree to pay any and all costs the Community Management may incur, including attorney's fees, to enforce the terms of this provision.

Management's basic requirements of a potential Homebuyer will be made known to the Home seller in advance upon request

- G. Repairs prior to sale.** You may make a written request that the Community Management provide You with a written summary of repairs You will be required to make prior to sale, if any. You should make this request at the same time you inform the Community Management of your intent to sell your home. Upon ten business days following Your written request, Management will provide You with a written summary of the repairs or improvements it requires to be made to Your Home and/or Home Site pursuant to the MRL. The potential buyer has the option of signing a waiver stating that the buyer will do these required repairs within 60 days after purchase.
- H. Removal.** You must provide the Community Management with at least 60 days' notice before removing Your Home from your Home Site. Your Home Site must be left in good condition. All plants and/or other improvements affixed or attached to the ground become a part of the Home Site, will be the property of the next resident of the Home Site, and may not be removed without Management permission. The contractor or person responsible for removing the Home must provide Management with proof of sufficient bond and insurance covering their removal of Your Home prior to starting the removal process. You agree to pay any and all costs the Manager may incur to enforce this provision, including any attorney fees or other damages relating to Your failure to comply with this provision. You also must obtain Our removal and replacement requirements from the Manager and submit all appropriate forms and obtain all approvals required prior to the removal or replacement of your Mobile Home. You have the responsibility to ensure all signatures, permits, paperwork, licenses, etc. are obtained prior to your removing, breaking down, or doing any work on the premises or Your Home. You will be completely responsible and liable for all injuries, fees, costs, etc. caused by Your failure to comply with this provision. The Manager may immediately request that you cease any and all action regarding this if all documentation required is not received.

2. Home Site Maintenance and Appearance.

- A. Lighting.** Any exterior lighting must be approved by the Community Management and placed so as not to be objectionable to neighbors.

- B. Trash.** All rubbish and other waste must be disposed of in a clean and sanitary manner. All refuse and litter must be deposited in a container provided by the community and trash must be set out in these containers in front of the Mobile Home for pickup service no earlier than the evening before the pickup. After pickup these containers must be promptly removed from the front of the home and stored out of public view.

No hazardous materials such as used motor oil, insecticides, etc., or large items such as mattresses, water heaters, furniture, large appliances, used wood, or scrap metal shall be placed in any bin. The disposal of these items is the responsibility of the Homeowner.

No Homeowner, tenant, or guest may remove any item from a disposal container that is maintained by the Community.

Residents may use the Community dumpster for excess yard waste and broken down cardboard after checking with management to ensure space availability and content acceptability.

- C. Laundry.** You may not hang laundry outside Your Home or any other area except those designated by Management. Nothing may be hung outside to dry or air. You must keep laundry room door locked when not in use to prevent unauthorized access. Hours of operation for laundry room are posted.
- D. Storage.** Wheels, hitches, and other items permitted by law are the only items which may be stored under a mobile home. Nothing may be stored under a mobile home, awnings (carport coverings), or storage sheds. Only outdoor patio furniture in good repair may be placed on the patio, porch, or yard. No other furniture, appliances, brooms, mops, tools, gardening equipment, toys (other than bicycles), or debris, refuse, litter or any other item which is unsightly may be stored outside.
- E. Sheds.** There is to be a maximum of two storage cabinets or sheds per space, with a total maximum square footage not to exceed 120 square feet. The maximum height allowed at the highest roof point is ten (10) feet above grade or as high as bottom of car port awning, whichever is less. The maximum top of vertical stud plate height is eight (8) feet. All new sheds must conform to safety and Title 25 standards. The cabinet material used must not support combustion. Written approval must be obtained from management prior to commencement of construction or placement. All cabinets and sheds must be maintained in a clean, neat, and presentable condition. They may not be located on the carport.

Storage is not permitted on shed roof nor under shed. Sheds may not be used as a permanent or temporary sleeping or living space for persons or pets.

- F. Signage.** A Homeowner may display a sign, one per Mobile Home, advertising the sale of his or her Mobile Home during the period of time that the Mobile Home is offered for sale and prior to the actual sale. The sign may not exceed 24" x 36" and shall be displayed in a neat and secure manner. Signs posted in front of a Mobile Home may be of an H-frame or A-frame design with the sign placed perpendicular to, but not extending to, the street. No handwritten signs are permitted and only one (1) sign per Mobile Home is permitted. Open House signs are permitted only between the hours of 10AM and 4PM on the days a sales representative is on site.

Any and all signs with vulgar language are prohibited within the park.

A homeowner or resident may display a political campaign sign relating to a candidate for election to public office or the initiative, referendum, or recall process in the window or on the side of a manufactured home or mobilehome, or within the site on which the home is located or installed. The size of the face of a political sign may not exceed six (6) square feet, and the sign may not be displayed in excess of a period of time from ninety (90) days prior to an election to fifteen (15) days following the election.

- G. Dangerous Materials.** No flammable, combustible, or explosive fluid, material chemical or substance (except those customarily used for normal household purposes, which shall be properly stored within the Home or storage building) may be stored on the Home Site.
- H. Damages to Home or Home Site.** You agree that all personal property and real property placed on Your Home Site, including Your Home, are placed at Your own risk. Community Management shall incur no liability for loss or injury to any person or property which results from causes including but not limited to fire, explosion, flood, smoke, water escape, changes in level of underground water table, windstorm, rain, lightning, freeze, aircraft, vehicles other than those operated by and for the Community, earthquake, mudslide, and insect or rodent invasion. You further agree to hold Community Management harmless from any liability arising from injury to person or property caused by Your act or omission, or any act or omission by Your family, licensees, guests, or invitees.

You hereby agree that you will do nothing to injure, damage, or wantonly destroy your Home, Home Site, or any Home, Home Site, or other property kept within the Community.

Damage repair: If any portion of the exterior of a home or its accessory equipment or structures or Home Site areas are damaged or worn out, the damage must be repaired or item replaced within 30 days. This includes, but is not limited to, damage to the siding of the home or storage shed, awning (carport covering) supports, downspouts, skirting (not including minor dents), steps, or porch. Homeowners must obtain Management's consent prior to doing any major repair or painting of the exterior of his or her Mobile Home or storage shed.

- I. Placement of Satellite Dishes.** Per regulations of the Federal Communications Commission (FCC), satellite dishes designed to receive television signals are permitted, provided that they do not exceed 39" in diameter. If used, they must be installed such that they are securely affixed, not visible from the street and not constitute a hazard.
- J. Charge for Failure to Maintain.** If You fail to maintain Your landscaping or Your Home Site in a neat and orderly fashion according to these Rules, Management may, upon 14 days written notice, enter upon your Home Site and correct the maintenance problem. You will be charged any costs, as allowed by the MRL, related to such maintenance. These costs will be charged as additional rent payable on the day your rent is due. In addition, management can remove and store personal property on Your Home Site that is in violation of the Rules after service of a 14 day notice, and charge You for the costs of removing and storing the property pursuant to the MRL.

3. Landscaping, Trees, and Shrubs.

- A. Owner Responsibility.** Each Homeowner shall landscape his or her lot in a clean, attractive, and well-kept fashion. No landscape plans shall be undertaken without Management's prior written approval. Landscape of Home Sites or changes to existing landscape shall be completed within 60 days of the date the rental agreement is signed or issued or the date

work is first commenced. Prior to commencing any landscaping work, including changes to existing landscape, changes, additions, or deletions to fences, carports, awnings, cabanas (sunrooms), or structures of any kind, Homeowner shall submit a detailed landscape plan to Management for approval. This does not apply to landscaping items that are easily changed or moved, such as potted plants or small statuary. Because of the infinite variety of living and non-living objects which may be used in landscaping, it is impossible to describe all things which Management will or will not accept as landscaping. Consequently, the following general landscape standards are provided only to assist the Homeowner in this preliminary planning. To avoid damage to underground utilities, the Homeowner must obtain the written consent of Management prior to digging or driving stakes or rods into the ground.

- B. Landscape Standards.** The Community encourages Homeowners to use discretion as far as lawn, flowers, and shrubs are concerned. Plastic ground cover must be placed under gravel to prevent weeds from growing up through the rocks. Management must approve the type and placement of trees planted. Trees must be planted in Management approved planters or in such a manner as to not interfere with plumbing and other utilities. Certain types of trees or potentially large plants with invasive roots may be prohibited.
- C. Removal of Landscaping.** When vacating a lot, You may, with Management's prior consent and at Your own expense, remove all such landscaping planted by you, provided that you repair all damage to property caused by removal and leave the lot in similar condition and grade as prior to landscaping. If landscaping is not removed, all plantings, and/or other improvements put into or attached to the ground become part of the space and will be property of the next resident of the space, and may not be removed without Management's permission.
- D. Appearance.** All landscaping on Your Home Site must be maintained in a neat, clean, and weed-free condition. Management must approve the type of greenery planted. The Homeowner must receive approval for landscaping plans from Management prior to planting or landscaping. No statues, fountains, birdbaths or fencing is allowed without express written permission from Management.
- E. Trees and Shrubbery.** You must remove any shrubbery that interferes with a street, walkway, driveway, or other Community facilities. You must keep any plant on Your Home Site trimmed to avoid overhanging or other interference with any neighboring Home Site. Management reserves the right to enter onto your home Site to remove or maintain any tree, shrub, or other plant that constitutes a health or safety hazard. You must report to Us as soon as You become aware of or observe a tree on Your Home Site or on Community property which is or appears to be a hazard to persons or property. If Management determines any tree or shrub on Your Home Site to constitute a health or safety hazard, Management will pay for its maintenance or removal.

4. Home Installation, Improvements, and Repairs.

- A. Mobile Home Standards.** All Mobile Homes moved into the community must obtain prior approval from Management before being located on any space within the Community. No Mobile Home electrical rating shall exceed the Community's supply source at the Home Site. The exterior of the home must be hardboard material such as alcon or Masonite, and shall be painted with Community approved colors. Roofing of new homes entering the Park must be a shingle composition material. Each Mobile Home must bear a current annual license,

and the homeowner is responsible for maintaining compliance with all applicable state and local laws for the Mobile Home and accessory buildings.

Management is not responsible for inspecting and approving any work done by the Homeowner or for the Homeowner by others, including but not limited to installation of the Mobile Home, driveway, walkways, fence, or any other equipment or improvement of any type. Management may require work to be completed, or inspect or approve any aspect of building or installation. Homeowner is not entitled to rely on this inspection and/or approval by Management as assurance that the item has been installed or constructed correctly or that work has otherwise been done as required by city or state authorities. The Homeowner is responsible for all required inspections and approvals and the Homeowner agrees to indemnify and hold the Community harmless for any work which is improperly done. The Homeowner must make sure his or her Mobile Home complies with the aesthetic, landscaping, and other standards of the Community within 60 days after the Mobile Home is placed upon the space.

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

- B. Initial installation.** Your Home must be installed according to Community specifications, Management direction, and in compliance with all applicable government regulations.
- C. Mandatory improvements.** Within 60 days of placing Your Home on a Home Site you must, at Your expense, install awnings and improvements for your porches, carport, and utility shed(s) to the satisfaction of Management and in accordance with these Rules unless written extension is granted by Management. Within 60 days of placing Your Home You must, at Your expense, landscape Your Home Site. Skirting must be compatible with the Home exterior in material and color.
- D. Fences.** Fences shall be no higher than 4 feet tall, and may not come forward of the midpoint of the home. Chain link fences are prohibited. Fences on corner lots shall not obstruct traffic visibility of street intersections. All fences to be installed must be approved in writing by management.
- E. Awnings and Skirtings.** If room does not permit a patio awning then the door on that side of the home must be covered with an eyebrow awning. All awnings must be of aluminum material in good conditions. All awnings must have down drain gutters that extend to the drainage area of the community. Awnings must have unitizing across the street side of the home to the outside edge of the awnings. A manufactured aluminum or Masonite type skirting to match the siding of the Home is required completely around the Home. No wood, wire, or other material is allowed. Brick skirting may be allowed with management approval.
- F. Steps, Porches, and Storage Sheds.** Each Mobile Home, where possible, will be required to have two sets of steps, front and rear, with landings, covered with indoor-outdoor carpet, deck paint, or other covering approved by management. Approved railings are required around any porches, platforms, or stairs more than 30 inches high. Porches must be covered with material that is visually compatible with the skirting. The opening of the non-

circular intermediate vertical railings on the handrails should be no more than 4 inches apart and comply with HCD Title 25 and the California Building Code.

- G. Accessory Equipment.** Prior to commencing installation of or changing the exterior accessory equipment and structures or installation of, or change in any appliance which is to be connected to the gas, electrical, or water supply, Homeowner shall submit for Management's approval a written plan describing, in detail, the accessory equipment or structure or appliance which the Homeowner proposes to install or change. Any accessory equipment, structure or appliance installed or changed which does not conform with the Community's standards as of the date of these Rules shall be removed by Homeowner within 30 days of receipt of written notice from the Community.

Replacing like for like will be approved, provided the new accessory not only serves the same function, but has the same requirements in terms of utility system usage and draw. Otherwise, system load calculations and other evaluations may need to be performed to determine feasibility of new accessory.

No exterior spas, saunas, pools (except small inflatable children's wading pools) or heat pumps are allowed. Generators must be approved by Management.

- H. Air Conditioners.** No electrical, refrigerated, central air conditioners are allowed to be hooked up to the Community utility system without prior approval by Management. No window air conditioners are allowed without prior written approval of Management. Natural gas central air conditioners are allowed, but all compressors must be placed on the side of the home or at an area near the rear of the lot away from the street. Evaporative roof type coolers may be used in any Mobile Home, but must be painted to match the Mobile Home.

- I. Exterior Painting.** Written approval must be obtained prior to any painting. All colors must be approved by Management. Spray painting of the exterior of the Home is to be done by licensed contractors only. Painting of the Home may be required by Management if the Home's exterior is noticeably peeling, dirty, shabby, blotchy, or otherwise does not conform to Community standards of appearance.

- J. Discretionary Improvements and Additions.** Before You begin to install or change Your Home's exterior accessory equipment or structures you must submit for Management's approval a written plan describing the accessory equipment, structure, or appliance which you propose to install or change. Any equipment, structure, appliance, installation, or change which does not have prior approval or which does not conform with the Community's standards must be removed within 30 days after you receive written notice of the deficiency from management.

- K. Contractors Performing Services.** Each contractor performing work for hire on your Home or Home Site must be registered with Management, and must be properly licensed and insured. It is Your responsibility to ensure that Your contractors have and complete our authorization form and obtain written authorization from Management before commencing work. We assume no liability, express or implied, for the quality of work performed by contractors hired by You or for any damages sustained.

California state law requires that if the size of the job, including labor and materials, exceeds \$500 and the homeowner is not performing the work himself, then a licensed professional must be used.

- L. Permits.** You must obtain all building permits, licenses, and other similar authorization which is required by the city, country, governmental or quasi-governmental bodies or agencies, before you begin or allow installation or construction of any equipment, fixtures, or other structures on Your Home Site. All such improvements must comply with all federal, state, and local laws and ordinances. Any accessory, equipment, or structure not in compliance with the Rules or federal, state, or local law must be removed within 30 days of Your receipt of written notice of the deficiency.

The Homeowner is cautioned that there are Homes and Home Sites in the Community which contain accessory equipment and structures which no longer conform with the present Community standards and Rules; therefore, a Homeowner may not assume that Homeowner's plans will be approved because the plans conform to accessory equipment and structures on other Homes or Home Sites.

- M. Driveways.** The Community will be responsible for the costs of maintaining driveways installed by the Community. You will be charged for the costs of any damage to the driveway caused by Your acts or breach of your responsibilities under these Rules. No painting of the driveways or walkways is allowed.
- N. Drainage and Running Water.** You will be responsible for correcting any drainage problems which result from your altering the drainage, re-leveling, grading, adjusting Your Home Site; installation or construction on Your Home Site, soil expansion or contraction, tree roots or other growth, or any other conduct or condition which occurs on Your Home Site relating to water.

Your carport and patio areas must have down-drain gutters extending to the street area, or similarly effective measures, to prevent erosion. You may not change existing drainage patterns and grading without Our written consent. You may not divert water or interfere with the normal flow of drainage.

You may not leave hoses or sprinklers running so that water runs in the street or onto a neighbor's property. Cars may only be washed in the Community car wash facility area provided for this purpose. The facility is for residents' cars only.

5. Utilities.

- A. Meters.** Management will separately meter and bill you for the following utilities: water, gas, and electric. You have the responsibility to ensure that your Home and all of your fixtures are compatible with the electric services now available at the Community. The Community has no liability or responsibility to You if the available electric power is incompatible or insufficient to meet the needs of Your Home, provided that the electric system as it relates to Your Home is functioning properly. The community reserves the right to enter upon the Homeowner's Home Site to read the meters each month.
- B. Easements.** Easements for the installation and maintenance of utilities and drainage facilities have been reserved throughout the community. Within these easements, no structure, planting or other material will be permitted that may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow for drainage channels in the easements.

- C. Access.** The utility pedestals (water, gas, and electric hookups) must be accessible at all times. Homeowners must not block access, within three feet, to utility pedestals. Gas, electrical, and water shutoff valves must be kept readily accessible.

V. VEHICLES

1. Types and Operation

- A. Type.** No vehicle other than a passenger vehicle, pickup truck or van used for passenger purposes is allowed at each home Site unless permitted by management in writing. No oversized commercial vehicles, vans, campers, or pickup trucks are allowed, including any vans with canopies. Your vehicle must be operable and have a current registration. Any vehicle owned by You which does not meet the above description must be parked outside of the Community, with the exception of recreational vehicles, which may be parked for a fee in the Community's RV lot on a space available basis.
- B. Vehicle Operation.** All vehicles must be used in a safe and careful manner in accordance with traffic laws, posted traffic control signs, and any other applicable laws or statutes that are relevant when driving within the community. You use these vehicles at Your own risk, and You agree to hold Community Management harmless and indemnify Management for any and all damages, including any damages to Community property, caused as a result of Your use or misuse of any vehicle.
- C. Motorcycles and Motorbikes.** You and your guests shall not operate a motorcycle, motor scooter, minibike, or any other two- or three-wheeled motorized vehicle within the Community without written consent of Management. If allowed, the motorcycle/motorbike must be pushed in and out of the community. Golf carts, motorized wheelchairs, and any motorized mobility device covered by the American Disabilities Act (ADA) are exempt from this Rule restriction.
- D. Parking and Use.** Parking of Homeowner's vehicles is permitted only on Homeowner's Home Site and may only be parked on the driveway, and not on the landscaped or other areas of the Home Site. Street parking is allowed only to load and unload, provided the street or another Home's driveway is not blocked. No vehicle may be parked overnight on the street. Homeowner shall not park in areas designated as guest parking without Management's express written permission, except clubhouse parking when visiting the clubhouse. Guest vehicles must be parked on tenant's driveway, providing the total number of vehicles does not exceed the number allowed, or in the guest parking area. No Homeowner nor guest may park in any area designated as a fire lane.

The community is not liable for any damages to vehicles, including damages due to collision, malicious mischief, theft, vandalism, or any cause whatsoever related to vehicles parked on the community premises. Improperly parked vehicles may be towed at owner's expense. Additionally, vehicles may not be stored in the homeowner's designated parking space. Any vehicle which has a current registration and is operable will not be considered as stored. Management may tow any vehicle which is illegally parked or stored either on the space or anywhere in the Community. The homeowner specifically waives any claim to injury or damage to the vehicle while it is being towed.

No homeowner may park recreational vehicles (RVs) on the space. RVs may only be parked in the Community area specifically designated for RV parking. Homeowners interested in

storing their RV in the designated area should consult Management for an RV agreement and fees. RVs may be parked on the street for purposes of loading and unloading, for a period of time not to exceed four hours. Living aboard an RV parked in anywhere in the Park is not permitted.

All vehicles are to be operated in a safe manner at all times. Residents and their guests must obey all posted traffic control signs within the park (e.g. stop, speed limit, and no parking signs).

2. Owner Responsibilities.

- A. Liability.** Community Management is not liable for damage to any vehicle(s) parked or used within the community, including damages due to collision, malicious mischief, theft, vandalism, or any cause, unless the damage is directly caused by Management.
- B. Maintenance.** You must maintain Your vehicle in normal operating condition, and keep it reasonably neat and clean in appearance. We do not permit an excessively noisy vehicle, or a vehicle that drips gasoline, excessive oil, or other fluids or substances. No major maintenance, repair, or other work of any kind on any vehicle may be undertaken within the Community. No changing of oil, transmission fluid, or antifreeze within the Community.
- C. Towing.** Pursuant to the provisions of the MRL and the California Vehicle Code, management may tow your vehicle upon giving you a notice that your vehicle is in violation of the rules, MRL, or CA Vehicle Code.

VI. FACILITIES AND RECREATION ACTIVITIES

1. General. The rules and hours governing the community facilities and other recreational facilities are posted outside each facility. The hours vary with the season and the facility.

The community facilities are as follows: Laundry building, clubhouse, swimming pool and surrounding area. All are provided for the use of the Homeowners, Residents, tenants and their guests, and for no one else without the prior written permission of Community Management. Use of the facilities shall be in accordance with these Rules and the rules and hours posted outside each facility. The facility rules may be changed from time to time upon 60 days' notice.

2. Use by Individuals. The Community's clubhouse and recreational facilities may be used by Homeowners, Residents and guests daily, with the exception of scheduled uses. The number of guests who may use the Community facilities at one time is limited to 2 per space unless permission for additional guests is obtained from Management. Guests shall at all times be accompanied by the Homeowner while using any of the recreational facilities.

Any resident or tenant of the Park may use, without another homeowner being present, of common facilities, including the clubhouse, public area surrounding the clubhouse, pool, and laundry room.

3. Alcoholic Beverages. No alcoholic beverages may be consumed in any area of the Community which is open to all Homeowners and guests, without Manager's prior written permission designating the facility and function where alcoholic beverages may be consumed. The function organizers will be responsible to ensure that the

consumption of alcoholic beverages will not be excessive. In no event will alcoholic beverages be permitted around the pool area.

4. Swimming Pool. We reserve the right to limit the use of the pool at any time and to restrict use of the pool by anyone. Pool rules and hours are posted and may be changed upon a 60 day notice. All guests must be accompanied by the Homeowner. There are no lifeguards at the pool. Use of the pool by Homeowners and their guests is at their own risk. Individuals who are not toilet trained or those who are unable to control their discharge of bodily fluids are prohibited from using the pool. The use of the swimming pool by the Homeowner and his or her guests is restricted to the rules and hours posted at the pool. The Homeowner must vacate the pool together with all the guests at the direction of Management if Management determines that posted rules are being violated or if the pool needs to be closed for any purpose.

5. Bicycles, Skateboards, and Rollerblades. All bicycles, skateboards, rollerblades, etc. must be used in a safe and careful manner in accordance with traffic laws and any other applicable laws or statutes. Such activities are undertaken at the Homeowner's own risk, and the Homeowner agrees to hold the Community harmless and indemnify the Community for any and all damages, including any damages to Community property, which might be caused as a result of the Homeowner or Homeowner's guests' participation in such activities.

VII. ACKNOWLEDGEMENT

The above Rules and Regulations, including all rules and hours posted in community facilities and all reasonable directives by management, are by this reference incorporated into the Rental/Lease Agreement that governs Your tenancy with the Community.

Homeowner, by signature on separate document entitled "Acknowledgement of revised Rules and Regulations for El Dorado Mobile Home Park, dated March 31, 2015" acknowledges that he/she has received and reviewed a copy of these rules and understands that these rules govern his/her tenancy in the community. These rules and regulations may be changed according to the provisions of the Mobilehome Residency Law.